

ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
Fax: 303-987-2032

<http://roammd1-3.colorado.gov>

NOTICE OF A SPECIAL MEETING AND AGENDA

Board of Directors:

Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley
Blake Johnson

Office:

Treasurer
Secretary
Assistant Secretary
Assistant Secretary
President

Term/Expires:

2025/May 2025
2025/May 2025
2027/May 2027
2027/May 2027
2025/May 2025

DATE: August 25, 2023

TIME: 11:00 a.m.

PLACE: To access the meeting remotely, attendance via Zoom use the following information below:

<https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNBKytRQT09>

Phone Number: (719) 359-4580

Meeting ID: 830 1545 6087

Passcode: 708751

One tap mobile: +17193594580,,83015456087#

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

- b. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Special Agenda.

- June 23, 2023 Regular Meeting Minutes (enclosure).

II. PUBLIC COMMENT

- A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per person.

III. LEGAL MATTERS

- A.

IV. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of District No. 1 claims for the period ending as follows (enclosure):

Fund	Period Ending July 31, 2023
General	\$ 9,928.74
Debt	\$ -0-
Enterprise	\$ 14,148.18
Total	\$ 24,076.92

- B. Review and accept the unaudited financial statements through the period ending June 30, 2023 and Schedule of Cash Position as of June 30, 2023 for District No. 1 (enclosure).

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Roam Filing 3 Cabins Phase 2 Update.
- B. Review and ratify approval of Cabins Phase 1 Application for Payment No. 4 from Mountain States Snowcats for District No. 1 (enclosure).
- C. Review and ratify approval of Filing 2, Cabins Phase 1 Change Order No. 2 (enclosure).
- D. Review and ratify approval of Work Order No. 2 from Kumar & Associates, Inc. for District No. 1 (enclosure).
- E. Review and ratify approval of Work Order No. 2 from Aztec Consultants, Inc. for District No. 1 (enclosure).

VI. OTHER MATTERS

- A.

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 22, 2023**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD JUNE 23, 2023

A Regular Meeting of the Boards of Directors (the “Boards”) of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1,” “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Friday, the 23rd day of June, 2023, at 11:00 a.m. This District Board meeting was held via Zoom at <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09>; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley
Blake Johnson

Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Alan Pogue, Esq. and Alexandra Mejia, Esq.; Icenogle Seaver Pogue, P.C.

Cody Conry and Brandon Collins; Independent District Engineering Services, LLC (“IDES”)

Krystyn Gay; Allegiant Management

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue discussed the requirements of Colorado law to disclose any potential conflicts of interest of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

COMBINED

The Boards of the Districts determined to hold joint meetings of the Districts and to

RECORD OF PROCEEDINGS

MEETING

prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be so reflected in these Minutes.

ADMINISTRATIVE MATTERS

May 2, 2023 Election Results: Mr. Ruthven noted for the Boards that the May 2, 2023 Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Boards. Directors Klane and Ripley were each deemed elected to 4-year terms ending in May, 2027 for District No. 1, District No. 2 and District No. 3.

Appointment of Officers: The Boards entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Larson, seconded by Director Klane and, upon vote, unanimously carried, the following slate of officers was appointed to District No. 1, District No. 2, and District No. 3, respectively:

President	Blake Johnson
Treasurer	Jolene Larson
Secretary	Robert Cyman
Assistant Secretary	Robert Klane
Assistant Secretary	Brian Ripley

2023 SDA Conference: Mr. Ruthven discussed the 2023 SDA Conference with the Board in Keystone on September 12, 13, and 14, 2023.

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Approve the Minutes of the March 24, 2023 (as continued) and the May 12, 2023 Meetings.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Larson, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL

Claims: The Board of District No. 1 considered ratifying the approval of the

RECORD OF PROCEEDINGS

MATTERS

payment of claims through the periods ending as follows:

Fund	Period Ending April 30, 2023	Period Ending May 31, 2023	Period Ending June 30, 2023
General	\$ 13,716.41	\$ 11,345.07	\$ 10,929.30
Debt	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 14,071.16	\$ 28,885.93
Total	\$ 13,716.41	\$ 25,416.23	\$ 39,815.23

Following discussion, upon motion duly made by Director Klane, seconded by Director Ripley, and upon vote, unanimously carried, the Board of District No. 1 ratified approval of the payment of claims, as presented.

Unaudited Financial Statements: The District No. 1 Board reviewed the unaudited financial statements through the period ending March 31, 2023 and Schedule of Cash Position as of March 31, 2023 for District No. 1.

Following review, upon motion duly made by Director Larson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved the unaudited financial statements through the period ending March 31, 2023 and Schedule of Cash Position as of March 31, 2023 for District No. 1, as presented.

LEGAL MATTERS

There were no legal matters at this time.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards on the Roam Filing 3 Cabins Phase 2.

Task Order No. 6 from IDES: The District No. 1 Board discussed Task Order No. 6 from IDES for construction management services for District No. 1.

Following review, upon motion duly made by Director Larson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved Task Order No. 6 from IDES for construction management services for District No. 1.

Filing 2, Cabins Phase 1 Change Order No. 2: The District No. 1 Board discussed Filing 2, Cabins Phase 1 Change Order No. 2 in the amount of \$18,536.00 Peter Van Dusen Project Management & Design, LLC work order W02023-01 in the amount of \$16,000; Vogel & Associates, LLC W02023-01 in the amount of \$55,695.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 1 Board approved the Filing 2, Cabins Phase 1 Change Order No. 2 for \$18,536.00 Peter Van Dusen Project Management & Design, LLC work order W02023-01; \$16,000 Vogel & Associates, LLC W02023-01 \$55,695.

Temporary Construction Easement Agreement Between District No. 1 and Fraser River Development Co., LLC: The District No. 1 Board reviewed the Temporary Construction Easement Agreement Between District No. 1 and Fraser River Development Co., LLC.

Following review, upon motion duly made by Director Ripley, seconded by Director Larson, and upon vote, unanimously carried, the District No. 1 Board ratified approval of the Temporary Easement Agreement Between District No. 1 and Fraser River Development Co., LLC.

OTHER BUSINESS

There was no other business at this time.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Roam 1-3 Metropolitan District

July-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allegiant Management Llc	05/2023 & 06/2023	7/14/2023	7/14/2023	\$ 233.30	Covenant Control/Comm Mgmt	1710
Aztec Consultants, Inc.	147849	6/28/2023	6/28/2023	\$ 3,200.00	Road Work & Utilities	3725
IDES, LLC	37241	5/31/2023	5/31/2023	\$10,278.18	Engineering	3690
Icenogle Seaver Pogue	23823	6/30/2023	6/30/2023	\$ 4,810.60	Legal	1675
Kumar & Associates, Inc.	221004	6/28/2023	6/28/2023	\$ 670.00	Engineering	3690
Ranch Creek Waste	206364	6/30/2023	6/30/2023	\$ 2,063.64	Trash Service	1715
Ranch Creek Waste	24508	7/15/2023	7/15/2023	\$ 15.00	Trash Service	1715
Special District Management Services	D3 06/2023	6/30/2023	6/30/2023	\$ 16.00	Accounting	1612
Special District Management Services	D3 06/2023	6/30/2023	6/30/2023	\$ 21.60	Management	1680
Special District Management Services	D1 06/2023	6/30/2023	6/30/2023	\$ 848.00	Accounting	1612
Special District Management Services	D1 06/2023	6/30/2023	6/30/2023	\$ 1,510.00	Management	1680
Special District Management Services	D1 06/2023	6/30/2023	6/30/2023	\$ 5.00	Miscellaneous	1685
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 384.00	Accounting	1612
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 21.60	Management	1680
				\$24,076.92		

Roam 1-3 Metropolitan District
July-23

	General	Debt	Enterprise	Totals
Disbursements	9,928.74		\$ 14,148.18	\$ 24,076.92
				\$ -
Total Disbursements from Checking Acct	\$9,928.74	\$0.00	\$14,148.18	\$24,076.92

ROAM METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
June 30, 2023

	<u>Operating</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Checking:				
Cash in Bank - FirstBank	\$ 30,168.75	\$ 140,554.96	\$ (18,152.75)	\$ 152,570.96
TOTAL FUNDS:	<u>\$ 30,168.75</u>	<u>\$ 140,554.96</u>	<u>\$ (18,152.75)</u>	<u>\$ 152,570.96</u>

2023 Mill Levy Information

General Fund	10.000
Debt Service Fund	<u>20.000</u>
Total	<u>30.000</u>

Board of Directors

Blake Johnson
Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley

* authorized signer on the checking account

ROAM METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

June 30, 2023

ROAM METROPOLITAN DISTRICT NO. 1
Combined Balance Sheet - All Fund Types and Account Groups
June 30, 2023

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets					
Cash in Bank - FirstBank	\$ 30,169	\$ 140,555	\$ (18,153)	\$ -	\$ 152,571
Property Taxes Receivable	-	-	-	-	-
Total Current Assets	<u>30,169</u>	<u>140,555</u>	<u>(18,153)</u>	<u>-</u>	<u>152,571</u>
Other Debits					
Amount in Debt Service Fund	-	-	-	140,555	140,555
Amount to be Provided for Debt	-	-	-	379,617	379,617
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>520,172</u>	<u>520,172</u>
Total Assets	<u>\$ 30,169</u>	<u>\$ 140,555</u>	<u>\$ (18,153)</u>	<u>\$ 520,172</u>	<u>\$ 672,743</u>
Liabilities					
Developer Construction Funds	\$ -	\$ -	\$ 14,171	\$ -	\$ 14,171
Dev Adv - Operations	-	-	-	335,676	335,676
Dev Adv - Ops Accrued Int	-	-	-	34,069	34,069
Dev Adv - Capital	-	-	-	139,822	139,822
Dev Adv - Cap Accrued Int	-	-	-	10,605	10,605
Total Liabilities	<u>-</u>	<u>-</u>	<u>14,171</u>	<u>520,172</u>	<u>534,343</u>
Deferred Inflows of Resources					
Deferred Property Taxes	-	-	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance					
Fund Balance	4,747	12,369	(20,954)	-	(3,838)
Current Year Earnings	25,422	128,186	(11,370)	-	142,238
Total Fund Balances	<u>30,169</u>	<u>140,555</u>	<u>(32,324)</u>	<u>-</u>	<u>138,400</u>
Total Liabilities and Fund Balance	<u>\$ 30,169</u>	<u>\$ 140,555</u>	<u>\$ (18,153)</u>	<u>\$ 520,172</u>	<u>\$ 672,743</u>

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 30, 2023
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 21,300	\$ 45,953	\$ 143,000	\$ (97,047)	32.1%
O&M Fees	4,150	8,350	30,000	(21,650)	27.8%
Property Tax Revenue	774	774	774	0	100.0%
Specific Ownership Taxes	12	16	46	(30)	35.0%
Total Revenues	<u>26,236</u>	<u>55,093</u>	<u>173,820</u>	<u>(118,727)</u>	<u>31.7%</u>
Expenditures					
Accounting	5,648	8,928	12,000	3,072	74.4%
Management	3,782	5,383	14,100	8,717	38.2%
Election	160	304	150	(154)	202.7%
Insurance/SDA Dues	-	8,609	10,000	1,391	86.1%
Legal	20,095	24,397	40,000	15,603	61.0%
Miscellaneous	305	597	1,000	403	59.7%
Treasurer's Fees	39	39	39	0	99.3%
Covenant Control/Comm Mgmt	216	432	10,000	9,568	4.3%
Trash Service	6,065	10,145	30,000	19,855	33.8%
Road Maintenance	-	-	25,000	25,000	0.0%
Landscape Maintenance	-	-	50,000	50,000	0.0%
River Maintenance	-	-	10,000	10,000	0.0%
Contingency	-	-	20,000	20,000	0.0%
Emergency Reserve	-	-	925	925	0.0%
	<u>36,309</u>	<u>58,834</u>	<u>223,214</u>	<u>164,380</u>	<u>26.4%</u>
Excess (Deficiency) of Revenues Over Expenditures	(10,073)	(3,740)	(49,394)	45,654	
Other Financing Sources (Uses)					
Transfer from District No. 2	19,352	33,019	47,205	(14,186)	
Transfer from District No. 3	142	144	149	(5)	
Transfer to District No. 2	-	(4,000)	-	(4,000)	
Total Other Financing Sources (Uses)	<u>19,494</u>	<u>29,163</u>	<u>47,354</u>	<u>(18,191)</u>	
Change in Fund Balance	9,421	25,422	(2,040)	27,462	
Beginning Fund Balance	20,748	4,747	10,719	(5,972)	
Ending Fund Balance	<u>\$ 30,169</u>	<u>\$ 30,169</u>	<u>\$ 8,679</u>	<u>\$ 21,490</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 6 Months Ending,
June 30, 2023

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 1,548	\$ 1,548	\$ 1,548	\$ 0	100.0%
Specific Ownership Tax	23	32	93	(61)	34.7%
Total Revenues	<u>1,572</u>	<u>1,581</u>	<u>1,641</u>	<u>(60)</u>	<u>96.3%</u>
Expenditures					
Treasurer's Fees	77	77	77	(0)	100.5%
Total Expenditures	<u>77</u>	<u>77</u>	<u>77</u>	<u>(0)</u>	<u>100.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	1,494	1,503	1,564	(61)	
Transfers and Other Sources (Uses)					
Transfer to District No. 2	-	-	(1,563)	1,563	
Transfer from District No. 2	74,076	126,683	-	126,683	
Total Transfers and Other Sources (Uses)	<u>74,076</u>	<u>126,683</u>	<u>(1,563)</u>	<u>128,246</u>	
Change in Fund Balance	75,570	128,186	1.00	128,185	
Beginning Fund Balance	64,985	12,369	-	(12,369)	
Ending Fund Balance	<u>\$ 140,555</u>	<u>\$ 140,555</u>	<u>\$ 1</u>	<u>\$ 115,817</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 6 Months Ending
June 30, 2023

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 16,297	\$ 28,388	\$ -	\$ 28,388	-
Total Revenues	<u>16,297</u>	<u>28,388</u>	<u>-</u>	<u>28,388</u>	<u>-</u>
Expenditures					
Engineering	12,091	39,758	150,000	110,242	26.5%
Neighborhood Park	-	-	825,000	825,000	0.0%
Pedestrian Bridge	-	-	50,000	50,000	0.0%
Landscaping	-	-	100,000	100,000	0.0%
Pond Work	-	-	750,000	750,000	0.0%
Road Work & Utilities	-	15,290	1,600,000	1,584,710	1.0%
Meadow Homes Pedestrian System	-	-	1,200,000	1,200,000	0.0%
Pedestrian Paths	-	-	300,000	300,000	0.0%
In-Town Condos Infrastructure	-	-	100,000	100,000	0.0%
Monument Sign	-	-	100,000	100,000	0.0%
Total Expenditures	<u>12,091</u>	<u>55,048</u>	<u>5,175,000</u>	<u>5,119,952</u>	<u>1.1%</u>
Excess (Deficiency) of Revenues Over Expenditures	4,206	(26,660)	(5,175,000)	5,148,340	
Other Financing Sources (Uses)					
Transfer from District No. 2	-	15,290	5,175,000	(5,159,710)	
Total Other Financing Sources (Uses)	<u>-</u>	<u>15,290</u>	<u>5,175,000</u>	<u>(5,159,710)</u>	
Change in Fund Balance	4,206	(11,370)	-	(11,370)	
Beginning Fund Balance	(36,529)	(20,954)	-	(20,954)	
Ending Fund Balance	<u>\$ (32,324)</u>	<u>\$ (32,324)</u>	<u>\$ -</u>	<u>\$ (32,324)</u>	

**ROAM METROPOLITAN DISTRICT
CABINS PHASE 1
APPLICATION FOR PAYMENT NO. 4**

Mountain States Snowcats
PO Box 1134
Torrington, WY 82240

Period from: **5/26/23**
To: **6/25/23**

VOUCHER FORM

Cost Category	District - Public Amount	Private Amount	Total	Note
Sanitary Sewer	\$22,874.12	\$0.00	\$22,874.12	
Water	\$3,688.15	\$0.00	\$3,688.15	
Street Improvements	\$108,790.41	\$6,316.50	\$115,106.91	
Traffic and Safety	\$1,866.19	\$0.00	\$1,866.19	
Parks & Recreation	\$12,368.43	\$4,211.00	\$16,579.43	
Public Transportation	\$0.00	\$0.00	\$0.00	
Television Relay & Translation	\$0.00	\$0.00	\$0.00	
Mosquito Control	\$0.00	\$0.00	\$0.00	
Security Improvements	\$0.00	\$0.00	\$0.00	
Private	\$0.00	\$673.86	\$673.86	
Subtotal	\$149,587.30	\$11,201.35	\$160,788.65	
Retainage	-\$7,479.36	-\$560.07	-\$8,039.43	
Total	\$142,107.93	\$10,641.29	\$152,749.22	

Brandon Collins, PE
2023.07.20
13:52:14-06'00'



Recommended by:

District Engineer IDES, LLC

(Date)

Authorized by:

DocuSigned by:
Blake Johnson
8AE99165C4E40E...

7/21/2023

(Date)

Period 5/26/23
to 6/25/23

ROAM METROPOLITAN DISTRICT
CABINS PHASE 1
APPLICATION FOR PAYMENT NO. 4

Contractor: Mountain States Snowcats
PO Box 1134
Torrington, WY 82240

Period 5/26/23
to 6/25/23

Cost					Contract		Work Completed				Total Completed to Date		% Complete
Cost	Cost				Schedule of Values		Previous Applications		This Period				
Categ.	Type	Description	Unit	Unit Cost	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension	
Subtotal Base Contract						\$268,960.75		\$108,192.20		\$142,252.65		\$250,444.85	93.12%
Change Orders													
Change Order 1 - Additional Work													
Street	District	ABC Class 6 6" depth	SY	\$12.50	106	\$ 1,325.00	106	\$ 1,325.00		\$ -	106	\$ 1,325.00	100.00%
Sewer	District	Sewer Concrete Encasement	LF	\$95.00	20	\$ 1,900.00	20	\$ 1,900.00		\$ -	20	\$ 1,900.00	100.00%
Change Order 2 - Additional Quantities due to Redesign													
Street	District	Demo and Dispose of Existing Concrete Sidewalk (4") & C&G	SY	\$32.00	28	\$ 896.00	0	\$ -	28	\$ 896.00	28	\$ 896.00	100.00%
Sewer	District	Sawcut and Adjust Manholes due to required change of plans	LS	\$2,500.00	1	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	1	\$ 2,500.00	100.00%
Street	District	4" C&G (Match Existing)	LF	\$44.00	19	\$ 836.00	0	\$ -	19	\$ 836.00	19	\$ 836.00	100.00%
Street	District	Concrete Sidewalk Chase Per Detail	LF	\$155.00	-6	\$ (930.00)	0	\$ -	-6	\$ (930.00)	-6	\$ (930.00)	100.00%
Street	District	Concrete Sidewalk 4" Thick (Winter Park Spec)	SY	\$72.00	14	\$ 1,008.00	0	\$ -	14	\$ 1,008.00	14	\$ 1,008.00	100.00%
Sewer	District	15" HDPE SD Inlet Pipe	LF	\$63.50	28	\$ 1,778.00	0	\$ -	28	\$ 1,778.00	28	\$ 1,778.00	100.00%
Sewer	District	Type 16 Combo Inlet	EA	\$11,473.00	1	\$ 11,473.00	0	\$ -	1	\$ 11,473.00	1	\$ 11,473.00	100.00%
Sewer	District	15" FES	EA	\$975.00	1	\$ 975.00	0	\$ -	1	\$ 975.00	1	\$ 975.00	100.00%
Subtotal Change Orders						\$21,761.00		\$3,225.00		\$18,536.00		\$21,761.00	100.00%
PAY APPLICATION TOTALS													
TOTAL CONTRACT (with Change Orders)						\$290,721.75		\$111,417.20		\$160,788.65		\$272,205.85	
LESS RETAINAGE - 5%								\$5,570.86		\$8,039.43		\$13,610.29	
TOTAL PAYMENT DUE								\$105,846.34		\$152,749.22		\$258,595.56	

Waiver of Lien for Partial Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is Vice President of Mountain States Snowcats, the Contractor for the Cabins Phase 1 project located in the Town of Winter Park, Colorado, owned by Roam Metropolitan District ("the Owner"). That the total amount of the Work performed by the undersigned and approved for payment to date is \$160,888.65, and the undersigned acknowledges that upon receipt of this partial payment, the Contractor has been paid for the Work performed and approved for payment to date the total Agreement Price.

5% retainage
taken out

One hundred sixty thousand eight hundred and eighty eight dollars and five cents
That the undersigned, for and in consideration of the sum of one hundred sixty thousand eight hundred Dollars (\$ 160,888.65) paid by Owner, receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of June, ~~2022~~ 2023 EJA

Mountain States Snowcats

By:

Name:

Title:

M Straly
Mindy Straly
Vice President

STATE OF COLORADO

)

) ss.

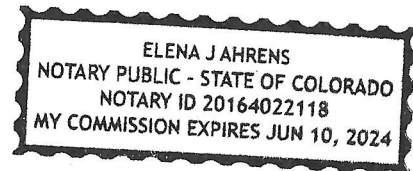
COUNTY OF Grand

)

Subscribed and sworn to before me this 26th day of June, ~~2022~~ 2023 EJA, by
Mindy Straly as vice president of
Mountain States Snowcats.

Witness my hand and official seal.

My Commission expires: June 10, 2024



(SEAL)

Elena J Ahrens
Notary Public

Roam Metropolitan District

CHANGE ORDER

Project: Roam Cabins Phase 1 No.: 2
Contract For: Phase 1 Date Issued: 04/13/23
Contractor: Mountain States Snowcats Owner: Roam Metropolitan District

You are directed to make the following changes in the Contract Documents:

Description: Quantity and Material Escalation

Purpose of Change Order: Quantity and Material Price escalation to compensate MSS for price increases and plan changes since the project was bid.

Attachments (List Documents Supporting Change): MSS Change Order 2, CO2 Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 268,960.75

Previous Change Orders
No. 000 to No. 001: \$ 3,225.00

Contract Price Prior to this
Change Order: \$ 272,185.75

Net Change of this Change
Order: \$ 21,389.36

Contract Price with all
approved Change Orders: \$ 293,575.11

CHANGE IN CONTRACT TIME (in days):

Original Substantial
Completion Date: 7/1/22

Net Change from Previous
Change Orders: 0

Contract Time Prior to this
Change Order: Need

Net Change of this Change
Order: 0

Substantial Completion
Date with all approved
Change Orders: 7/1/23

RECOMMENDED:

By: [Signature]
Date: 4/17/2023
Construction Manager

By: [Signature]
Date: 4/17/23
District Engineer

APPROVED:

By: [Signature]
Date: 4-14-23
Contractor

By: [Signature]
Date: 4-17-23
Owner

ROAM METROPOLITAN DISTRICT
MOUNTAIN STATES SNOWCATS
CABINS PHASE 1
CHANGE ORDER 2

MS

Cost	Cost				Schedule of Values	
Categ.	Type	Description	Unit	Unit Cost	Qty	Extension
Street	District	Demo and Dispose of Exisating Concrete SW (4" Thick) and C&G	LF	\$32.00	28	\$896.00
Street	District	Replacement Structural Fill for Potholing	LS	\$500.00	1	\$500.00
Storm	District	Type 16 Combo Inlet	EA	\$11,473.00	1	\$11,473.00
Storm	District	15" FES	EA	\$3,850.00	1	\$3,850.00
Storm	District	15" RCP SD Inlet Pipe	LF	\$28.00	72	\$2,005.36
Sewer	District	Protect Manholes for Winter	LS	\$165.00	1	\$165.00
Sewer	District	Sawcut and Adjust Manholes due to required change of plans	LS	\$2,500.00	1	\$2,500.00
Total						\$21,389.36

WORK ORDER #2 TO SERVICES AGREEMENT

This Work Order is made and entered into this 11 day of July, 2023, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the “District”), and **KUMAR & ASSOCIATES, INC** (“Consultant”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Services Agreement between the District and Consultant, dated February 23, 2022 (the “Agreement”).

1. Services. The Services to be provided by Consultant pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto.

2. Compensation. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services based on a time and materials basis, not to exceed a total amount of \$18,680.00, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in the Services Agreement. The District has appropriated sufficient funds to compensate Consultant for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Consultant in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on July 11, 2023, and shall terminate on December 31, 2023 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Work Order executed by the District and the Consultant. Any Work Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Work Order, as set forth in the Services Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 31 day of July, 2023.

ROAM METROPOLITAN DISTRICT NO. 1

By: DocuSigned by: Blake Johnson
8AE99165C48E...
Its: President

KUMAR & ASSOCIATES, INC

By: Jamur A Noll
Its: CEO

EXHIBIT A-1 TO WORK ORDER #2
SCOPE OF SERVICES



Kumar & Associates, Inc.®
Geotechnical and Materials Engineers
and Environmental Scientists

240 Annie Road, P.O. Drawer 1887
Summit County, CO 80498
phone: (970) 468-1989
fax: (970) 468-5891
email: kasummit@kumarus.com
www.kumarus.com

An Employee Owned Company

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

July 5, 2023

Roam Metropolitan District No. 1
c/o Independent District Engineering Services, LLC
Attn: Cody Conry
Project Engineer II
1626 Cole Blvd., Suite 125
Lakewood, CO 80401
cconry@idesllc.com

Proposal No. P6-23-201

Subject: Proposal to Provide Construction Observation and Materials Testing Services for the Proposed Filing 3 Phase 2 Roam Cabins, Winter Park, Colorado.

Dear Mr. Conry:

Kumar & Associates, Inc. is pleased to submit this proposal to provide construction observation and materials testing services for the proposed Filing 3, Phase 2, Roam Cabins project, Winter Park, Colorado.. Kumar & Associates previously performed a geotechnical engineering study for the subject site, and presented findings and recommendations in a report dated June 15, 2021. Project No. 21-6-167.

We reviewed Project Plans prepared by Core Consultants, Inc, dated February 8, 2023 in the preparation of this proposal. Our technicians will be ACI, WAQTC and LABCAT certified to provide testing within ASTM and AASTHO standards. Our laboratory location in Silverthorne will provide all required laboratory testing for quick turnaround without outsourcing of laboratory testing. We also can provide a geotechnical engineer for consultation in the event challenges arise that need additional engineering services.

Proposed Scope of Work

We assume that we will be scheduled by the Client, Client's Representative, or project contractor(s) to perform our services. Review of the project plans indicate that there is some overlap on the anticipated schedule for different project components that will likely result in Kumar & Associates personnel observing and testing multiple project items in one site visit on some occasions. This should result in increased cost efficiency and may lower the estimated fee for our services. Due to the unknown nature of this efficiency, our fee presented in this proposal is based on the project scope and individual site visits for each project construction component. A breakdown of our proposed scope of work is provided below. For estimation purposes this proposal was drafted on a per site visit and report basis.

Once construction schedules become available we can revisit the proposal to include an estimated number of site visits.

Staff Availability

We are currently working on multiple projects in the Winter Park area that will allow for a quick response when needed on short notice. K+A's technicians' certifications include ICC, ACI, WAQTC, LabCat, and ICBO and assigned team members possess the required knowledge, certifications, and experience to provide all services outlined in the Scope of Work, and does not intend to use a subconsultant for any services. Our K+A technicians will be available throughout the duration of the Roam Cabins Phase 2 project. If a need arises for additional personnel resources, our five additional offices have available field-testing personnel that are certified and experienced which we can seamlessly integrate, upon the needs of the project.

Excavation Observation and Engineering Services

Provide site visits as needed to observe exposed soils and provide an opinion on their suitability for the intended use and that the material complies with the geotechnical report. Present the findings of the services performed and our recommendations in letter reports.

Earthwork Observation and Testing

Kumar & Associates will provide a qualified engineering technician, on an as needed basis, to observe site earthwork activities. In-place densities will be performed to monitor compaction of soils with a nuclear moisture-density gauge. Proof roll observations may be substituted for areas that are judged too rocky to test by the nuclear method and where applicable. A daily report will be prepared each day that the engineering technician is on site. The daily reports will include general observations of site work, suitability of materials used, test locations, in-place moisture and densities of materials tested, percent compaction at test locations, notification of any unsatisfactory work observed or tested, and corrective action undertaken. All soils laboratory testing necessary for this project will be performed in accordance with current ASTM and AASHTO test methods and the project specifications.

Cast-In-Place Concrete Observation and Testing

Kumar & Associates will provide an ACI certified technician to perform quality control testing of the fresh concrete. We anticipate that one set of four, 4" x 8" test cylinders will be cast along with field testing of the concrete per days placement or 100 cubic yards of concrete. Our testing and observations will include: monitoring batch tickets to determine if the appropriate mix is being placed, batch time to placement time, environmental conditions, ambient and concrete temperatures, water to cement ratios, concrete slump test, entrained air content test, wet unit weight test, and cast test cylinders for compressive strength determination. All concrete testing necessary for this project will be performed in accordance with current ASTM and AASHTO test methods and the project specifications. All concrete cylinders will be field cured per ASTM C-31, then transported to our Silverthorne laboratory within 48 hours after casting.

Asphalt Paving Observation and Testing

We understand that hot bituminous asphalt pavement mix will be placed for this project. Kumar & Associates will provide a qualified engineering technician to test the asphalt paved areas. In-place density testing will be performed on the asphalt using current CDOT test methods. A daily report will be prepared each day that the engineering technician is on site. The daily reports will include general observations of work, test locations, in-place densities of materials tested, percent compaction at test locations, notification of any unsatisfactory work observed or tested, and corrective action undertaken.

Engineering, Supervision and Clerical

Kumar & Associates will provide project administration, supervision by a professional engineer, and project management throughout the duration of this project. Included in these services are typing reports, review of all field reports, and preparing laboratory test reports and figures.

FEE ESTIMATE

Based on the scope of work, information provided and our experience on similar projects in which we have completed in the past, a breakdown of the proposed fee estimate to complete the services is as follows:

Project Management, Clerical and Field Technician Fees

Project Manager: 25 hrs. @ \$120/hr.....	\$ 3,000.00
Word Processing/Drafting: 20 hrs. @ \$55/hr.....	\$ 1,100.00
Field Technician: 170 hrs. @ \$65/hr.....	<u>\$ 11,050.00</u>
Subtotal	\$15,150.00

Laboratory Testing

Soils

4 Standard Proctor @ \$100/ea.	\$ 400.00
4 Atterberg Limits @ \$75/ea.	\$ 300.00
4 Gradation @ \$115/ea.	\$ 460.00

Concrete

48 Compressive Strength Cylinders @ \$20/ea.	\$ 960.00
---------------------------------------------------	-----------

Asphalt

6 Asphalt Content/Gradation/Specific Gravity @ \$235/ea.	<u>\$ 1,410.00</u>
Subtotal.....	\$3,530.00

Total Materials Testing Fee Estimate..... \$18,680.00

Our hourly personnel rates are based upon an 8 hour day and a five day work week. Overtime hours required for your project will be billed at 1.5 times our hourly rate for hours over 8 per day, Saturday, Sunday, and holidays. We will make every effort to minimize overtime hours on your project.

The actual observation and testing schedule required for this project may vary depending upon changes in project scope, construction sequence, weather conditions, equipment or supply problems beyond our control, or other unforeseen circumstances. Please be aware that if certain phases of construction are carried out simultaneously, some of our fees may be reduced or combined. The billing for our services will be based on our hourly and unit costs presented in this proposal and in accordance with the attached fee schedule. Invoices will be submitted monthly, based upon the categories detailed within this proposal. All out-of-scope work will be invoiced in accordance with our fee schedule and labeled on the invoice. Our normal terms and conditions for performing professional work, including a limitation of liability clause, are attached.



Kumar & Associates, Inc.
Geotechnical and Materials Engineers
and Environmental Scientists

240 Annie Road | PO Drawer 1887
Silverthorne, Colorado 80498
Fax: (970) 468-5891
Phone: (970) 468-1989
Email: kasummit@kumarususa.com

2023 FEE SCHEDULE – SUMMIT COUNTY OPERATIONS

ENGINEERING

(Includes project planning, administration, analysis, consultation, report preparation, field and travel time.)

Principal	\$200.00/hour
Senior Project Engineer/Geologist/Project Manager	\$140.00/hour
Project Engineer/Geologist	\$110.00/hour
Staff Engineer/Geologist	\$80.00/hour
CAD/Drafting/Word Processing	\$55.00/hour

FIELD INVESTIGATION

Truck Mounted Drill Rig (CME-45B)	\$175.00/hour
All Terrain Drill Rig	Cost + 15%
Coring and Instrumentation Installation	Depends on project requirements and access.
Mobilization (out of town)	\$3.50/mile
Crew Travel (out of town)	\$75/man/hr.
Special Equipment (backhoe, drill bits, well supplies, etc.)	Cost + 15%
Field Engineer or Technician	\$75.00/hour
Overtime (Weekends, Holidays and work over 8 hours per day)	1.5 x hourly rate

CONSTRUCTION OBSERVATION & MATERIALS TESTING

Field Technician – Soils, Asphalt, Masonry	\$65.00/hour
Field Technician – Concrete	\$65.00/hour
Field Technician – Piers, Piles, Fireproofing, Reinforcing Steel	\$70.00/hour
Field Technician – Coring (includes equipment)	\$90.00/hour
Overtime (Weekends, Holidays and work over 8 hours per day)	1.5 x hourly rate
Project Management/Review	\$115.00/hour
Engineering (Field to Principal Level)	\$75.00 to \$180.00/hour
CAD/Drafting/Word Processing	\$55.00/hour

LABORATORY TESTING

SOILS

Moisture Content (ASTM D-2216)	\$ 10.00
Moisture and Density (Liner Sample)	15.00
Atterberg Limits (ASTM D-4318)	75.00
Swell-Consolidation (Std. 3 Points – ASTM D-4546)	80.00
Unconfined Compression (ASTM D-2166)	80.00
Specific Gravity (ASTM D-854)	90.00
Gradation Analysis (ASTM D-6913)	
a. 5" through #200 Sieve	115.00
d. Hydrometer Analysis (Includes Gradation)	225.00
Gradation, Large Pit Run Samples	55.00/hour
Standard Proctor Compaction (ASTM D-698)	100.00
Modified Proctor Compaction (ASTM D-1557)	120.00
Relative Density (ASTM D-4253 & D-4254)	175.00
Hveem Stabilometer 'R' Value (ASTM D-2844)	325.00

ASPHALT

Asphalt Content Only (ASTM D-6307)	\$ 100.00
Asphalt Content/Gradation (ASTM D-6307 and ASTM D-5444)	225.00
Specific Gravity, Bulk (ASTM D-1188 and D-2726)	40.00
Maximum Theoretical Spec. Gr. (ASTM D-2041)	110.00

CONCRETE - MASONRY

Cylinder Compression Test (ASTM C-39)	
4"x8" Cylinder	\$ 20.00
6"x12" Cylinder	25.00
Contractor Cast Cylinder, Including Trimming	25.00
Concrete Core Compression Test, Including Trimming	75.00
Masonry Grout Compression Test, Including Coring and Trimming	35.00
Mortar Cube Compression Test	25.00
Masonry Prism Compression Test	
a. Hollow Cell	70.00
b. Grout Filled	75.00
Unit Weight (4" or 6" Cylinder - Dry)	15.00

AGGREGATES

Coarse Aggregate 3" through #8 Sieve (ASTM C-136)	\$ 85.00
Coarse Aggregate Amount Finer #200 (ASTM C-117)	30.00
Fine Aggregate (with #200 Sieve)	55.00
Clay Lumps and Friable Particles (ASTM C-142)	
Coarse or Fine Aggregate	75.00
Fractured Faces, Coarse Aggregate (Colorado Procedure 45)	75.00
Specific Gravity, Bulk and Apparent	
a. Coarse (ASTM C-127)	90.00
b. Fine (ASTM C-128)	85.00
% Salt Content-Sanding Material	75.00
Sand Equivalent	80.00
LA Abrasion 3" Maximum	175.00

FIREPROOFING

Density (ASTM E-605)	\$ 50.00
Bond Test (ASTM E-736)	60.00

OTHER DIRECT CHARGES

Auto or Pickup	\$.75/mile
Subconsultant Services/Special Testing/Expenses	Cost + 15%

REMARKS

Rates include nuclear gauge or other typical field equipment and are charged portal to portal. **A 24-hour notice is requested for scheduling of field services.**

1.5% per month fee or minimum \$30 charged 60 days after invoice date, plus any cost of collection and reasonable attorney fees.

Field and Laboratory services listed represent only a portion of what we can provide. If a required service is not listed please inquire for pricing and availability.

Proposals for specific projects available upon request.

Terms and Conditions Attached

Effective January 1, 2023

**WORK ORDER #2
TO SERVICES AGREEMENT**

This Work Order is made and entered into this ____ day of _____, 2023, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the “District”), and **AZTEC CONSULTANTS, INC** (“Consultant”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Services Agreement between the District and Consultant, dated August 25, 2022 (the “Agreement”).

1. Services. The Services to be provided by Consultant pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto.

2. Compensation. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services based on a time and materials basis, not to exceed a total amount of \$9,375.00, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in the Services Agreement. The District has appropriated sufficient funds to compensate Consultant for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Consultant in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on January 31, 2023, and shall terminate on December 31, 2023 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Work Order executed by the District and the Consultant. Any Work Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Work Order, as set forth in the Services Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 31 day of July, 2023.

ROAM METROPOLITAN DISTRICT NO. 1

By:

DocuSigned by:

Blake Johnson

8AE99165CA5E46E...

Its: President

AZTEC CONSULTANTS, INC

By: 

Its: PM

EXHIBIT A-1 TO WORK ORDER #2
SCOPE OF SERVICES

January 23, 2023

****REVISED 01/31/2023****

Cody Conry

Roam Metro District #1 (IDES)

1626 Cole Blvd, Suite 125

Golden, Colorado 80401

Re: Proposal to Provide Surveying Services for
Roam Cabins – Phase 1 (partial) **SPRING 2023**
Winter Park, Colorado

Cody,

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Roam Cabins – Phase 1 (partial) **SPRING 2023**** project located in Winter Park, Colorado. The following outlines our Scope of Services, Fee and General Terms and Conditions.

Scope of Services

1. Storm Drain:

- Provide one set of offset stakes for construction of the storm drainage system.
- Stakes will be set on a predetermined offset from the mainline pipe and manholes, catch basins, inlets, junction structures, trickle channels and connector pipes at intervals of 25 feet for the first 100 feet, and then on intervals of 50 feet thereafter.
- Grades will be marked to inverts of pipes, finished elevation of manhole rims and top of curb for catch basins or inlets.

2. Conduit Crossings:

- Provide one set of offset stakes the installation of the conduit crossings.
- Stakes will be set on a predetermined offset from the ends of each crossing bank.
- Grades will be marked to finished grade.

3. Curb and Gutter:

- Provide one set of offset stakes for the construction of the curb and gutter.
- Stakes will be set on a predetermined offset from back of curb at intervals of 25 feet. Also offset stakes will be set at point of curvature or tangents, angle points, and point of compound or reverse curves.
- Grades will be marked to top back of concrete.

4. Service Marks:

- Provide a scribed X for each sanitary service and a scribed V for each water service on the installed curb face.

5. Property Corners:

- Provide brass washer and nail on an offset in concrete marking the front property corner.
- Provide one rebar and cap at all rear lot corners marked with a steel fence post.

6. As-builts:

- Provide a field survey of the asbuilt locations of the storm drain, waterline, and sanitary sewer pipes, provide a plot showing the asbuilt inverts of pipes, rim elevations, any change in rates, length of pipe.
- This information will be provided to the design engineer.

7. Miscellaneous Survey:

- Provide a field crew to provide survey for items not listed in the scope of services as requested by the owner and contractor.
- This item will be billed on a time and materials basis as needed.

Exclusions

The following items are specifically excluded from this proposal. If sufficient time is given, fees for these items can be provided prior to start of services.

1. Topography checks and calculations of quantities for site balance or removals.
2. Construction staking for retaining walls and landscaping.
3. Construction staking for detached walk that is a typical distance from back of curb.
4. Any item not listed on the Scope of Services.

Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice.

1. Storm Drain.....	\$950
2. Conduit Crossings (\$135 per crossing bank).....	TBD
3. Curb and Gutter.....	\$2,250
4. Service Marks.....	**SEE FALL 2022 PROPOSAL**
5. Property Corners	*SEE FALL 2022 PROPOSAL*
6. As-builts	\$1,175
7. Miscellaneous Survey.....	\$5,000

Total Phase 1 (partial) Project Lump Sum Fee: \$9,375.00



[illegible]

OVERALL UTILITY PLAN
ROAM CABINS - PHASE I
WINTER PARK, CO 80482

