



Heather Gardens METROPOLITAN DISTRICT

HEATHER GARDENS METROPOLITAN DISTRICT

BOARD ACTION

DATE: OCTOBER 3, 2024

MOTION NUMBER: 2024-10-3-1

MOTION: WELL REHABILITATION PROPOSAL

I move that the Heather Gardens Metropolitan District Board of Directors approve the well rehabilitation repair change order with Layne Christensen Company in the amount of \$126,050.

ECONOMIC COST TO THE DISTRICT: \$126,050

APPROPRIATED BY: OPERATING EXPENSE - REPAIRS

Motion by: Daniel Taylor

Second by:

Eloise Laubach

Rationale: Layne Christensen representatives met with the board on September 19th to explain the scope of the rehabilitation needed. Board members viewed photographs of the well's condition and asked questions. The work is not required at this time, but the condition of the pipe could adversely affect the new well pump and making these repairs at a later date would be at an increased cost. Doing the work now takes advantage of the well having been removed.

Debate: _____

Secondary Motion to : _____

Secondary Motion by: _____ Second by: _____

VOTE:

	Yes	No
Forrest McClure	✓	
Eloise Laubach	✓	
Robin O'Meara	✓	
Daniel Taylor	✓	
Total	4	

	Yes	No

The secondary motion does/does not have a majority and passes/fails.

The main motion does/does not have a majority and passes/fails.

Robin O'Meara

Robin O'Meara, Secretary
HGMD Board of Directors

Daniel Taylor

Daniel Taylor, President
HGMD Board of Directors



Office
5810 East 77th Avenue
Commerce City, CO 80022

T (303-755-1281)
graniteconstruction.com

8/16/24 – Revision 9/30/24

Heather Gardens Association
2888 S Heather Gardens Way
Aurora, CO 80014

Attn: Daniel Taylor & Mr. Harold Borquez
Subj: Well A1 Well Rehabilitation

Layne Christensen Company is pleased to provide this proposal to rehabilitate Well A1. Our proposed work is detailed below:

Well Rehabilitation Scope

- Mobilize pump hoisting rig and crew to/from the well site – **(\$4,500.00)**
- Brush/Bail Well – 12 Hours **(\$8,350.00)**
- Install/Remove Chemistry Jetting Equipment **(\$30,600.00)**
 - o Chemical Jetting
 - o Phosphoric Acid & QC21 Chemistry
- Neutralize/Pump Chemistry **(\$40,500.00)**
 - o Install/Remove Temporary Pump
- Video Log Well **(\$2,200.00)**
- Remove Old Pipe & Deliver New Pipe **(\$39,900.00)**
 - o Remove Existing Drop Pipe
 - o Install 1,500' x 4.5" Drop Pipe

Total Change Order Request = \$126,050.00

*Mobilizations Combined – Rehabilitation & Installation Charges Combines (\$2,000 Reduction)

*Layne has mobilization charges to lower costs.

This proposal is subject to the following attached terms and conditions. If acceptable, please sign below and the work will be scheduled. If you have any questions, please contact our office. Layne Christensen Company has appreciated this opportunity to be of service and looks forward to the possibility of working with you and your team on this project.

Sincerely,

LAYNE CHRISTENSEN COMPANY

Nathan Anderson, Account Manager III

Accepted: *Daniel Taylor* Date: *10-3-24*
Robin O'Meara *10-3-24*



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LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

TERMS: Net 30 days from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed, and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment, which become permanently unavailable and the cost of the closest substitute, which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS:

- a. The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the jobsite which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.
- b. In the event adequate circulation cannot be properly maintained by Contractor for two (2) consecutive hours, the Client will be notified, and drilling operations will immediately revert to Contractor's negotiated hourly and material rates. After circulation has been adequately maintained, the drilling operation will revert back to the contracted footage rate. Should circulation be lost again, the hourly rate will start immediately at Contractor's negotiated hourly and material rates.
- c. In the event subsurface and/or geologic conditions slow the drilling rate below 5 feet per hour, the client will be notified, and drilling operations will revert to contractor's negotiated hourly and material rate. When the drilling rate moves above 5' per hour and is adequately maintained, the drilling operation will revert back to the footage rate.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work.

Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufactures of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for; work done, material or equipment furnished, or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the values of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder,



Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

Water well rehabilitation or well repair may require the use of strong chemical agents and/or mechanical techniques that impart higher than normal stresses on the well. This is necessary to effectively repair the well casing or disperse and distribute the chemicals to breakdown any mineral build up, biofouling or encrustation. Layne will use standard industry practices available to repair or rehabilitate the well; however, it is possible due to poor construction practices, poor construction materials, pre-existing conditions, etc. that damage may occur. Impairment is very unlikely, and rarely occurs, but should such events such as gas production, increased sand production, reduced capacity, casing damage, surface subsidence, water quality changes or complete well failure occur, Layne Christensen will not be held liable for any damage due to these repair or rehabilitation processes.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorney's fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until Contractor receives payment in full, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair of installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, express or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules.

Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of actions for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (I) the presence of Contractor or its subcontractors at the job-site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, or other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job-site location. In any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.



ASSIGNMENT AND SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

LOST CIRCULATION: Contractor agrees to maintain its' equipment in good condition at all times and shall use reasonable means to prevent losses and maintain the integrity of the borehole. However, in the event adequate circulation cannot be properly maintained by Contractor for two (2) consecutive hours, the Client will be notified, and drilling operations will immediately revert to Contractor's currently published hourly rates. After circulation has been adequately maintained for one (1) consecutive hour, the drilling operation will revert back to the contracted footage rate. Should circulation be lost again, the hourly rate will start immediately at Contractor's currently published hourly rates. Client will be invoiced for all drilling fluids, additives, special equipment, tooling, or the like that is required to correct and/or maintain adequate circulation, at Contractor's cost plus 20%.

In the event that Contractor is required to drill through or encounters formations or conditions that result in stuck and/or broken drill pipe and tools, Contractor will make every effort to notify the Client and to remove the tooling for a period of 8 hours. During that time, all work will revert to the Contractor's currently published hourly rate. The Contractor will work in a reasonable and safe manner to remove the tooling for a period up to an additional 32 hours (40 hours total). If Contractor is not successful in removing the tooling at that point, Client may direct Contractor to proceed with the recovery effort. Otherwise, the tooling will be deemed as lost. If the tools are lost due to formation or geologic conditions, or due to uncontrollable lost circulation, or due to an inadequate water supply, and not due to Contractor's sole negligence, then the Client agrees to compensate Contractor for all work completed at the applicable contracted rates, for any special tooling and equipment mobilized to the jobsite for use or possible use in the recovery or conditioning process, and for the replacement value (at cost) of all tooling and equipment damaged and/or lost.

WELL CONDITIONS and "FISHING": Purchaser having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Contractor with all necessary information to enable Contractor to perform its services safely and efficiently. Contractor's services are designed to operate under conditions normally encountered in the well bore; however, if hazardous or unusual conditions exist, Purchaser shall notify Contractor in advance and make special arrangements for servicing such wells.

In the event any of Contractor's and/or Contractor's subcontractors tooling are lost or lodged in a well, the Purchaser shall recover them without cost to Contractor and/or Contractor's subcontractor or shall pay the full replacement value. In the event any wireline cable is lost or damaged in the well or during a recovery effort, Purchaser shall pay the full replacement cost of a winch spool of cable. Contractor has certain "fishing" tools available on a rental basis as needed. In case it is necessary for the Purchaser to "fish" for any of Contractor's/Contractor's subcontractor downhole equipment, Purchaser assumes the entire responsibility for such operation, but Contractor will, if so desired by Purchaser, without any responsibility or liability on Contractor's part, render assistance in an advisory capacity for the recovery of such equipment and instruments. None of Contractor's employees is authorized to do anything other than advise and consult with Purchaser in connection with such "fishing" operations, and Contractor shall not be liable or responsible for any damage that City may incur or sustain through its use of any "fishing" tools furnished by Contractor or by reason of such advice or assistance rendered by Contractor's agents or employees, irrespective of cause.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals offers and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgement, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.