

# Colorado Pump Service & Supply

511 South Gilbert Street Unit C

Castle Rock CO. 80104

Ph 303-688-6462 Fax 303-688-7565

October 6, 2021

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**To:** Chatfield East POA

**Subject:** Well Abandonment Well permit #26751-F

**Location:** Littleton, Colorado

## Scope of Work and Pricing: Estimate

Well #26751-F CPSS will abandon per state DWR rules and regulations. The confining layer between the Denver and the Arapahoe aquifers, the original construction report does not show grouting in this area as required for abandonment. We will have to perforate between 346' to 296' and grout the annular space 350' to 290' below ground to properly isolate the two aquifers. We will install clean gravel up to static water level (1653'-1200') clean fill dirt from 1200'-350', cement from 350'-290', clean fill dirt from 290'-10', cement 10'-5', excavate and remove casing from 5' to ground level then backfill to grade.

We will file required paperwork with the state division of water resources and provide you with the report.

Re-Landscaping, seeding is not included in our cost but can be provided if required.

Cost to abandon and file paperwork with DWR: \$ 17,423.00

### Terms & Conditions:

1. Standard liability and workmen's comp insurance is included with our proposal. No bonding costs are included, but bonding is available if required at additional cost.
2. Rock, sandstone, poor soil conditions, tree stumps, unknown dump sites, blasting, jackhammering, archeological items, existing or abandoned construction elements, water or any other condition encountered in excavation may incur added costs to excavation and or repair.
3. Colorado Pump accepts no responsibility for surrounding landscaping.
4. Our Proposal Includes only equipment listed above, any additional equipment or material used will be charged at additional cost.
5. CONTRACTOR does not guarantee the condition, function, operation, or suitability of the existing owner equipment, or the quality of water produced by the system.
6. OWNER shall furnish right of ingress and egress to well site for our equipment, snow removal before and during entire project time at no charge to CONTRACTOR.
7. Colorado Pump assumes no responsibility as to condition of well water, casing or cave-ins, private property including landscaping, due to work done on well, pump or system. Work done on an hourly basis unless otherwise stated. Equipment or materials sold only under Manufacturer's Warranty. We retain ownership of all equipment and material sold until paid for in full. Warranty is void if invoice is not paid within 30 days & causes products to be sold as is with all faults. If account becomes past due or delinquent in any way all warranties are void.

8. Progress Payments: Owner shall make progress payments on account of the contract price on the basis of contractor's applications for payment. Initial payment will be required as an advance which will include the bulk of equipment which will be ordered as soon as submittals are approved, at this time payment for materials are due before release of purchase orders. Required Equipment Deposit Required \$ 0.00 if all equipment is ordered. Required Deposit is required due to items quoted here are custom engineered products. As such, order cancelations will result in a 100% restocking fee.
9. This agreement contains all understandings between the parties, and no other oral agreements shall contravene or modify this agreement unless the same are in writing on a standard change order from and signed by both the customer and the contractor if unit quantities or the system design changes, additional materials and labor may be required and they will be billed as an additional charge via an approved change order, signed by both parties.
10. All accounts are due upon completion. A service charge of 1.3/4% PER MONTH,(21% annual percentage rate) commencing on billing date, will be charged, starting at 30 days after the completion date, on all past-due accounts. After sixty (60) days, unpaid accounts will be considered delinquent and liens will be filed on the real property. If collection of this account is necessary, the CUSTOMER agrees to pay, in addition to the contract price and charges, cost of collection, which shall include a reasonable amount for attorney's fees.
11. **A. Indemnification:** To the Fullest extent permitted by law, Water district - Owner shall indemnify and hold harmless the Contractor, and the Contractors officers, directors, managers, employees legal counsel and consultants, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting solely from performance of the Work under this agreement by Contractor, including but not limited to any and all claims, damage, loss, or expense attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the negligent acts of Contractor, Contractors sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph.  
**B. Colorado Pump Service & Supply Co Group** shall be responsible for and shall save, indemnify, defend, and hold harmless the owner from and against all claims, losses, damages, cost, expenses, and liabilities in respect of : subject to 11c below, loss of or damage to property of the Colorado pump Service & Supply Co. Group whether owned, hired, leased, or otherwise provided by the Colorado Pump Group arising from or relating to the performance of the agreement; personal injury, including death or disease, to any person employed by the Colorado Group arising from or relating to the performance of Agreement; and subject to 11c below, personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that any such injury, low, or damage is cause by the negligence or breach of duty (whether statutory or otherwise) of the Colorado Group.  
**C. Owner/Client** shall be responsible for and shall save, indemnify, defend, and hold harmless Colorado Pump Group from and against all claims, losses, damage, costs expenses, and liabilities in respect of; loss of or damage to property of the Owner/Client group, whether: owned by the owner/client group, or hired, leased or otherwise provided by or for the owner/client group and personal injury including death or disease to any person employed by the owner/client group arising from relating to or in connection with the performance or non-performance of the agreement; subject to any other express provisions of the agreement, personal injury, including death or disease or loss of or damage to the property of any third party and or the owners/clients facility operator to the extent that any such injury, low, or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the owner group; at Colorado Pump group option, either the repair or replacement or reimbursement of the full cost of Colorado pumps equipment, tools and/or instruments which are lost or damaged down hole in the owners well during the provision of services or are lost or damaged due to abrasion or corrosion occasioned by well effluents unless such loss or damage is due to the sole negligence of Colorado Pump group.

**12. Unknown Conditions:** Owner shall be liable for any unknown conditions, which may cause delays, damages, or affect performance of the water well, pumping equipment, or appurtenance involved in completion of the project.

**13. Lump sum pricing is good for 30 days**

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work and order equipment as specified. Payment will be made as outlined above.

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Date

\_\_\_\_\_

Authorized Signature

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Print

Please sign and return

Thank you for the opportunity

Sincerely,

George H. Wood Jr.