

ASPEN COVE WATER MANAGER SERVICE AGREEMENT

Agreement made this ____ day of June, 2017, between Aspen Cove Homeowners Association (hereinafter "Aspen Cove") and MK Erkkila, L.C. (hereinafter "Contractor") for the provision of providing water management and related services.

1. The parties agree, that the contractor shall perform the following duties:
 - a. Collect 1 monthly water sample to be tested by the local Utah State Health Department in Price. The sample must only be drawn from the approved Bacteriological Sample Site Plan approved by the Utah Department of Environmental Quality, Division of Drinking Water. Copies of the test results should be made available to the Board member over the water system.
 - b. Collect the annual water samples for nitrate testing and the sulfate samples every three years for testing by Chem-Tech Ford laboratory in Salt Lake City. A separate sample is required for each active well. The lab will provide the sample containers and a small cooler to return the samples. The contractor may elect to deliver the water sample(s) to the lab for testing. The samples must be kept on ice from the time they are drawn until they are received at the lab.
 - c. Take the required repeat water samples if a water sample is not acceptable, as directed by the State of Utah.
 - d. Flush and or sanitize the water system as needed from time to time because of repairs or other circumstances, as necessary.
 - e. Inspect the controls and electronic devices in the well pump house weekly. If any concerns are found contact the designated board member. Gather the data provided in the "Inspection Sheet For Pump House" check list. Provide a copy of this report monthly to the board member for review by the ~~HAO~~^{HOA} board.
 - f. Each quarter inspect the booster/fire pump vault to determine if any problems exist. Verify that each pump is operating properly. Complete and provide a copy of the "Aspen Cove Booster/Fire Pump Bunker Inspection" report generated during each inspection to the Board member. If a problem requires attention

contact the designated Board member. If an emergency exists, make the necessary repairs and contact the Board member as soon as possible.

- g. Semi-annually inspect the water storage tank. Check the lid seal to determine that it is providing the necessary seal to keep pollutants out of the water supply. Make a visual inspection of the interior of the tank for rusting or any other condition that may need additional attention. On one of the inspections, exercise the outlet valve(s) to verify they are operating properly.
- h. Inspect each the fire hydrants during the second quarter of each year. Exercise each hydrant to determine that is operating correctly. If problems are encountered or observed, report the concerns to the designated Board member. If repairs are warranted, if they require little financial support make the repairs in a timely manner. If the repairs require more substantial financial consideration, contact the Board member for his and or the HOA Boards approval before proceeding. Provide an inspection report for each hydrant with sufficient information to describe the condition of the hydrant after the inspection, or after any needed repairs. These reports should be provided to the Board member in a timely manner.
- i. Monitor the water system to identify any leaks and or breaks exist. Seek them out and make the required repairs. Prior to making repairs that would require significant financial support, contact the Board member. Such an expense may require the approval of the HOA Board. If an emergency occurs, take immediate action to resolve the issue and contact the Board member as soon as possible.
- j. If other conditions exist that are not covered specifically in this agreement with the water system, please contact the Board member for his or the HOA Boards consideration.

2. Payment for these services shall be made according to the following schedule:

- a. Monthly water sample \$150.00 ea.
- b. Four repeat water samples \$180.00 per 4 samples
- c. Nitrate Water sample – taken same day as monthly sample
\$20.00 ea.
- d. Sulfate water sample – taken same day as monthly sample
\$20.00 ea.
- e. Flush water lines 1 hr@ \$60.00/hr
- f. Sanitize water system 1 hr @ \$60.00/hr
- g. Water system inspection 1hr@ \$60.00 hr
- h. Other water related duties \$60.00/hr
- i. Monthly pump monitoring service \$350.00/mo.

3. Contractor shall maintain in full force and effect throughout the terms of this agreement Worker's Compensation Insurance; Commercial General Liability Insurance (including public liability, personal injury, and property damage) in an amount not less than \$1,000,000, and automobile liability insurance in an amount no less than \$100,000.
4. Contractor agrees that Aspen Cove is hereby released from and shall not be liable to Contractor ~~of~~ his employees while performing services under this contract.
5. Contractor shall indemnify and hold harmless Aspen Cove for any and all personal property injuries, damages, losses, claims, expenses, including attorney's fees and cost, incurred by Aspen Cove by reason of Contractors negligence.

ASPEN COVE

CONTRACTOR

ASPEN COVE PRESIDENT

MK ERKKILA, LC