

BOWLES METROPOLITAN DISTRICT
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
www.bowlesmetrodistrict.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, December 14, 2021

TIME: 4:30 p.m.

LOCATION The Village Center
7255 Grant Ranch Blvd.
Littleton, CO 80123

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Thomas Dougherty	President	May, 2023
Donald W. Korte	Treasurer	May, 2022
Leigh C. Chaffee	Assistant Secretary	May, 2023
Timothy LaPan	Assistant Secretary	May, 2023
Linda Lutz-Ryan	Assistant Secretary	May, 2022

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Approval of the Minutes from the November 9, 2021 regular Board meeting (enclosure).
- E. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. FINANCIAL MATTERS

- A. Review and consider approval of October 31, 2021 Financial Statements (enclosed).
- B. Review and consider approval of claims in the amount of \$161,371.31 (enclosed).
- C. Other.

III. MANAGER MATTERS

- A. Operational Updates and Action Items –
 - 1. Landscape:
 - a. Work Order Summary
 - b. Update on Hydro Systems KDI project and irrigation mapping.
 - 2. Davey Tree:
 - a. General Update
 - 3. Park Update:
 - a. Review and consider approval of CDR Construction LLC updated proposal to replace gazebo deck and structure (enclosed)
 - 4. Signage Update:
 - a. Isthmus Park informational signs
- B. Review and consider approval of the following engagement letters/service agreements with District consultants:
 - 1. 2022 Service Agreement with Construction Done Right for General Maintenance (enclosed)
 - 2. 2022 Service Agreement with Davey Tree for Plant Health Care (enclosed)
 - 3. 2022 Service Agreement with EcoResource Solutions for Cattail Treatment (enclosed)
 - 4. 2022 Service Agreement with EcoResource Solutions for Pond Maintenance (enclosed)
 - 5. 2022 Service Agreement with EcoResource Solutions for Water Quality

Testing (enclosed)

6. 2022 Service Agreement with Homestead Painting LLC for Fence Repair and Staining (enclosed)

7. Change Order No. 2 for Colorado DesignScapes (enclosed)

C. Other.

1. Update on water monitoring box damaged by tree.

IV. LEGAL MATTERS

A. Review and consider approval of the Intergovernmental Agreement by and between Bowles Metropolitan District and Grant Water and Sanitation District for removal of plantings and use of joint easement (enclosure).

B. Other.

V. DIRECTOR MATTERS

A. Reservoir Company Update

B. Confirm quorum for next regular Board meeting – January 11, 2022 at 4:30 p.m.

VI. OTHER BUSINESS

A. Other.

VII. ADJOURNMENT

The next regular meeting is scheduled for January 11, 2022 at 4:30 p.m.

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE "DISTRICT")
HELD

November 09, 2021

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, November 09, 2021, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd., Littleton, Colorado 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Thomas Dougherty, President
Donald W. Korte, Treasurer
Leigh C. Chaffee, Assistant Secretary
Timothy LaPan, Assistant Secretary
Linda Lutz-Ryan, Assistant Secretary

Also, In Attendance Were:

Anna Jones and Nic Carlson; CliftonLarsonAllen LLP ("CLA")
Paul LeFever; Grant Ranch Master HOA Manager
Rob Massengale, Justin Ketner and Johnny Jimenez; Designsapes Colorado Inc.
Derek Fox; Davey Tree
Nicki Simonson and Mike Cowan; Grant Water and Sanitation District

ADMINISTRATIVE
MATTERS

Call to Order & Agenda: The meeting was called to order at 4:30 p.m. by Director Dougherty.

The Board reviewed the Agenda for the meeting.

Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the Agenda, as amended to move Director Matters to the top of the agenda.

Potential Conflicts of Interest: There were no additional conflicts of interest disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Ms. Jones confirmed the presence of a quorum.

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, it was determined to conduct the meeting at the above-stated date, time and location.

It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Minutes from the October 12, 2021 and November 4, 2021 Regular Board Meetings: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon a vote, unanimously carried, the Board approved the Minutes from the October 12, 2021 and November 4, 2021 Regular Board Meetings, as presented.

Public Comment: Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

Ms. Sorensen provided an update to the Board regarding the 2010 easement agreement, noting that the exhibit needs to be updated to reflect an access route.

Mr. LeFever reported to the Board, noting that both damaged fences have been repaired.

Business to be Conducted in 2022 and Schedule Regular Board Meetings, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting 24-Hour Notices: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices, as presented.

District Insurance Renewals for 2022: Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the District's insurance renewals for 2022.

FINANCIAL MATTERS

Public Hearing on the Proposed 2022 Budget and Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies: Upon a motion duly made by Director Dougherty, seconded by Director Chaffee and, upon vote, unanimously carried, the Board opened the public hearing at 4:42 p.m. to consider the proposed 2022 Budget.

Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board adopted the 2022 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies.

No public comments were received. Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board closed the public hearing at 4:49 p.m.

Ms. Jones noted for the Board that some of the items in the General Fund may exceed the budgeted amounts for 2022, including accounting, legal and management. The Board discussed and agreed some amounts might be lower than necessary.

District Accountant to Prepare and Sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and Other Interested Parties: Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board authorized the District accountant to prepare and sign the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and other interested parties.

District Accountant to Prepare 2023 Budget: Following discussion, upon a motion duly made by Director Dougherty, seconded by Director Chaffee and, upon vote, unanimously carried, the Board appointed the District accountant to prepare the 2023 Budget.

Engagement Letter with Schilling & Company, Inc. to Prepare the 2021 Audit: Following review, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved of the Engagement Letter with Schilling & Company, Inc. to prepare the 2021 Audit, as presented.

August 31, 2021 and September 30, 2021 Financial Statements: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board accepted the August 31, 2021 and September 30, 2021 Financial Statements, as presented.

Claims in the amount of \$111,682.15: Following review, upon a motion duly made by Director Dougherty, seconded by Director Chaffee and, upon vote, unanimously carried, the Board accepted the Claims in the amount of \$111,682.15, as presented.

Other: None.

**MANAGEMENT
MATTERS**

Operational Updates and Action Items:

Landscape:

Work Order Summary: Mr. Massengale provided an update to the Board, noting that the sprinklers will be blown out next month.

Hydro Systems KDI Project and irrigation Mapping: Mr. Massengale provided an update to the Board, noting that the project is underway.

Designscapes Proposal to Change out Valves at Sunset Park in the Amount of \$53,958.50: Following review, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved the Designscapes proposal to change out valves at Sunset Park in the amount of \$53,958.50, as presented.

Designscapes Proposal to Change out Valves at Blue Heron Park in the Amount of \$26,616.75: Following review, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved the Designscapes proposal to change out valves at Blue Heron Park in the amount of \$26,616.75, as presented, with work to begin in January. Mr. Carlson noted both items have been accounted for in the 2022 Budget.

Davey Tree:

General Update: Mr. Fox provided a general update to the Board.

Tract H Aspen Removal Proposal in the Amount of \$1,890.00: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of Tract H Aspen Removal Proposal in the amount of \$1,890.00.

Isthmus Park Beautification Project Proposal in the Amount of \$1,260.00: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of Isthmus Park Beautification Project Proposal in the amount of \$1,260.00.

2022 Annual Plant Health Care Program in the Amount of \$27,520.00 and Proposal for Fertilization of Street Trees in the Amount of \$14,860: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of 2022 Annual Plant Health Care Program in the amount of \$27,520.00 and Proposal for Fertilization of Street Trees in the amount of \$14,860.

2022 Tree Pruning Proposal in the Amount of \$65,835.00:

Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of 2022 Tree Pruning Proposal in the amount of \$65,835.00.

Tree Pruning at Blue Heron Park in the Amount of \$6,600.00:

Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of tree pruning at Blue Heron Park in the amount of \$6,600.00.

Tree Pruning at Community Entrances in the Amount of \$13,610.00:

Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved of tree pruning at community entrances in the amount of \$13,610.00 with the tree pruning to take place after the trees leaf out.

Pond Management:

Water Quality Monitoring: Mr. Carlson provided an update to the Board regarding water quality monitoring. Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board authorized Designsapes to remove cattails and other Plants in Blue Heron Pond in the amount no to exceed \$7,500.

2022 Monthly Pond Management of Blue Heron Park in the Amount of \$9,026.78:

Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the proposal for 2022 Monthly Pond Management of Blue Heron Park in the amount of \$9,026.78.

Cattail Stand Reduction and Shoreline Improvement in the Amount of \$10,078.00:

Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the proposal for Cattail Stand Reduction and Shoreline Improvement in the amount of \$10,078.00.

Homestead Painting Update:

Update on Ongoing Work: Mr. Carlson provided an update to the

Board, noting that Homestead will be starting fence replacement next week.

Park Update:

CDR Construction LLC Updated Proposal to Replace Gazebo Deck and Structure in Amount of \$45,600: Director LaPan noted that samples of material should be presented to the Board prior to approval. It was noted that Mr. Fells will return with suggested material to use for the gazebo at the December meeting.

Denver Water Alternative Pipeline feed in Isthmus Park: Director LaPan reviewed the Denver Water alternative pipeline feed in Isthmus Park with the Board.

Signage Update:

Updated Proposal from MFish Graphics for Park Regulation Signage in the Amount of \$1,998.00: Mr. Carlson reviewed the updated Proposal for Park Regulation Signage with the Board. Following review, upon a motion duly made by Director Dougherty seconded by Director LaPan and, upon vote, unanimously carried, the Board approved the Proposal from MFish Graphics for Park Regulation Signage in an amount not to exceed \$2,500 to move signage to a landscape orientation.

Isthmus Park Informational Signage Update: Director Lutz-Ryan provided an update to the Board regarding the Isthmus Park informational signage.

CliftonLarsonAllen LLP Master Service Agreement and related statement(s) of work: Following review, upon a motion duly made by Director Chaffee, seconded by Director Dougherty and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Service Agreement and related statement(s) of work, as presented.

Other: None.

LEGAL MATTERS

Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the DEO and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election: Following review, upon a motion duly made by Director Dougherty, seconded by Director Chaffee and, upon vote, unanimously carried, the Board adopted the Resolution Calling a Regular Election for Directors on May 3, 2022, as amended to replace Director Hobart with Director Lutz-Ryan as up for election, appointed the DEO and

authorized the DEO to perform all tasks required for the conduct of a mail ballot election.

Other: None.

**DIRECTOR
MATTERS**

Joint Easement Committee with GWSD: Director Dougherty provided an update to the Board regarding the 5-year plan, noting that the Joint Easement Committee will walk the area together and will be updated annually. It was noted that CLA will share updates with McGeady Becher to ensure easements are all legally compliant.

Quorum for Next Board Meeting: The Board confirmed a quorum for the next Board Meeting on December 14, 2021 at 4:30 p.m.

OTHER BUSINESS

Other: Director Lutz-Ryan inquired about the crosswalk near Isthmus park. Discussion ensued.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the meeting was adjourned at 5:27 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**Bowles Metropolitan District
Financial Statements**

October 31, 2021

SIMMONS & WHEELER, P.C.

Certified Public Accountants

304 Inverness Way South, Suite 490, Englewood, CO 80112

(303) 689-0833

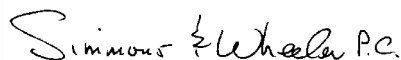
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bowles Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bowles Metropolitan District, as of and for the period ended October 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the ten months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Bowles Metropolitan District because we performed certain accounting services that impaired our independence.



November 19, 2021
Englewood, Colorado

**Bowles Metropolitan District
Combined Balance Sheet
October 31, 2021**

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 38,978	\$ -	\$ -	\$ -	\$ 38,978
Cash in COLOTRUST	1,924,654	730,001	1,361,799	-	4,016,454
Cash COLOTRUST - Conserv Trust	-	-	-	-	-
Cash in Savings	-	-	-	-	-
Accounts receivable - taxes	90,617	-	(74,328)	-	16,289
Accounts receivable	-	-	-	-	-
Prepaid expenses	5,002	-	-	-	5,002
Due from Other Funds	-	-	-	-	-
	<u>2,059,251</u>	<u>730,001</u>	<u>1,287,471</u>	<u>-</u>	<u>4,076,723</u>
Other assets					
Improvements	-	-	-	8,337,253	8,337,253
Amount available in debt service fund	-	-	-	1,287,471	1,287,471
Amount to be provided for retirement of debt	-	-	-	16,582,529	16,582,529
	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,207,253</u>	<u>26,207,253</u>
	<u>\$ 2,059,251</u>	<u>\$ 730,001</u>	<u>\$ 1,287,471</u>	<u>\$ 26,207,253</u>	<u>\$ 30,283,976</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 96,200	\$ -	\$ -	\$ -	\$ 96,200
Due to Other Funds	-	-	-	-	-
	<u>96,200</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>96,200</u>
GO Bond Payable	-	-	-	17,870,000	17,870,000
Total liabilities	<u>96,200</u>	<u>-</u>	<u>-</u>	<u>17,870,000</u>	<u>17,966,200</u>
Fund Equity					
Investment in improvements	-	-	-	8,337,253	8,337,253
Fund balance	1,963,051	730,001	1,287,471	-	3,980,523
	<u>1,963,051</u>	<u>730,001</u>	<u>1,287,471</u>	<u>8,337,253</u>	<u>12,317,776</u>
	<u>\$ 2,059,251</u>	<u>\$ 730,001</u>	<u>\$ 1,287,471</u>	<u>\$ 26,207,253</u>	<u>\$ 30,283,976</u>

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Ten months Ended October 31, 2021
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)	—Prior YTD—
Revenues				
Property taxes-Jeffco	\$ 619,109	\$ 617,766	\$ (1,343)	\$ 574,017
Property taxes-Denver	632,067	630,890	(1,177)	559,255
Specific ownership taxes-Jeffco	94,074	88,955	(5,119)	94,916
Specific ownership taxes-Denver	94,551	63,228	(31,323)	82,077
Conservation Trust fund	20,000	23,145	3,145	22,654
HOA Contribution /Water/Landscape	30,000	30,000	-	30,000
Sub HOA Contribution/Irrigation	4,000	7,128	3,128	8,393
Miscellaneous Income	2,000	916	(1,084)	455
Interest income	45,000	1,804	(43,196)	54,238
	<u>1,540,801</u>	<u>1,463,832</u>	<u>(76,969)</u>	<u>1,426,005</u>
Expenditures				
Accounting	11,500	13,719	(2,219)	8,077
Audit	7,000	6,000	1,000	6,600
Directors Fees	6,000	5,100	900	5,000
Election expense	-	-	-	-
Insurance	9,500	6,921	2,579	8,168
Legal	10,000	10,810	(810)	7,169
Management	85,000	103,634	(18,634)	83,819
Office supplies/misc expense	7,000	13,170	(6,170)	8,321
SDA Dues/Conferences	1,500	933	567	-
Payroll Taxes	600	390	210	360
Snow Removal	20,000	8,175	11,825	3,288
General tree maint/replacement	110,000	58,919	51,081	79,843
General landscape maintenance	435,000	216,478	218,522	312,410
Landscape maintenance -other	-	-	-	-
Foothills Recreation IGA	10,000	5,651	4,349	12,133
Repairs/maintenance/other	60,000	158,496	(98,496)	-
Portable restrooms	10,000	8,250	1,750	7,919
Special events	13,000	-	13,000	9,750
Treasurer's fees	18,772	15,580	3,192	14,208
Telephone	3,000	1,844	1,156	2,579
Utilities	24,000	18,549	5,451	11,297
Monument Signs	-	12,478	(12,478)	-
Storm Water Monitoring	55,000	-	55,000	14,283
Storm Drainage Services	-	461	(461)	1,675
Water operations	-	-	-	1,150
Water pump service (operations)	10,000	9,187	813	-
Water annual assessment	55,000	48,380	6,620	47,560
Engineering / water samples	12,000	1,248	10,752	1,850
Contingency	1,537,499	-	1,537,499	-
Operating transfers out	150,000	-	150,000	-
Emergency reserve (3%)	29,216	-	29,216	-
	<u>2,690,587</u>	<u>724,373</u>	<u>1,966,214</u>	<u>647,459</u>
Excess (deficiency) of revenues over expenditures	(1,149,786)	739,459	1,889,245	
Fund balance - beginning	<u>1,149,786</u>	<u>1,223,592</u>	<u>73,806</u>	
Fund balance - ending	\$ <u>-</u>	\$ <u>1,963,051</u>	\$ <u>1,963,051</u>	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Ten months Ended October 31, 2021
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Other Income	\$ -	\$ -	\$ -	\$ -
Transfer from debt service fund	-	-	-	-
Transfer from general fund	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
	-	-	-	-
Expenditures				
Water Shares	-	-	-	-
Legal	-	-	-	-
District Management	-	-	-	-
Capital Expense-Parks & Trails	75,000	49,178	25,822	25,090
Capital Expense-Landscape Improvements	100,000	95,386	4,614	17,700
Capital Expense-Trees	75,000	58,690	16,310	-
Capital Expense-Stormwater	200,000	1,355	198,645	-
Capital Expense-Fence	100,000	60,010	39,990	64,046
Isthmus Park Design	-	-	-	-
Sunset Park	-	-	-	-
Park Facilities	220,000	164,949	55,051	-
Blue Heron	-	-	-	-
Lolly Park	-	-	-	-
Capital expense-Irrigation Improvements	100,000	11,529	88,471	-
Contingency	290,322	-	290,322	-
	<hr/>	<hr/>	<hr/>	<hr/>
	1,160,322	441,097	719,225	106,836
Excess (deficiency) of revenues over expenditures				
	(1,160,322)	(441,097)	719,225	
Fund balance - beginning				
	<hr/>	<hr/>	<hr/>	
	1,160,322	1,171,098	10,776	
Fund balance (deficit) - ending				
	<hr/>	<hr/>	<hr/>	
	\$ -	\$ 730,001	\$ 730,001	

Bowles Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Ten months Ended October 31, 2021
Debt Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>---Prior YTD---</u>
Revenues				
Property taxes-Jeffco	\$ 747,427	745,806	\$ (1,621)	\$ 756,340
Property taxes-Denver	763,070	761,650	(1,420)	736,888
Transfer from General Fund	150,000	-	(150,000)	-
Interest Income	1,500	547	(953)	549
	<u>1,661,997</u>	<u>1,508,003</u>	<u>(153,994)</u>	<u>1,493,777</u>
Expenditures				
2013 Bonds-Principal	865,000	-	865,000	-
2013 Bonds-Interest	796,913	398,456	398,457	422,606
Legal	10,000	-	10,000	
Treasurer fees	22,668	18,810	3,858	18,720
Trustee/paying agent fees	3,000	300	2,700	300
	<u>1,697,581</u>	<u>417,566</u>	<u>1,280,015</u>	<u>441,626</u>
Excess (deficiency) of revenues over expenditures	(35,584)	1,090,437	1,126,021	
Fund balance - beginning	<u>189,835</u>	<u>197,034</u>	<u>7,199</u>	
Fund balance (deficit) - ending	<u>\$ 154,251</u>	<u>\$ 1,287,471</u>	<u>\$ 1,133,220</u>	

Vendor Name	Invoice #	Invoice Date	Due Date	GL Posting Date	Description	Bill Line Item	Bill Line Item	Accour	Bill Line Ite	Bill Line Item	Department Name
Wastewater Managemen	9.13218E+11	12/7/2021	12/7/2021	11/30/2021	5363 S. Harlan Way.	184.60	Utilities, sprinkler co		6590	1	
Designscapes Colorado	110146	10/31/2021	10/31/2021	11/30/2021	10 31 21 Irrigation repairs	859.74	Repair and mainten		6575	1	
Designscapes Colorado	110399	8/30/2021	8/30/2021	11/30/2021	08 30 Mulch and rock	36,718.00	Repair and mainten		6575	1	
Designscapes Colorado	110420	9/10/2021	9/10/2021	11/30/2021	09 10 21 Irrigation repair	2,024.18	Repair and mainten		6575	1	
Designscapes Colorado	111090	10/31/2021	10/31/2021	11/30/2021	10 31 21 mowing	10,800.00	Repair and mainten		6575	1	
Designscapes Colorado	111193	10/31/2021	10/31/2021	11/30/2021	10 31 21 irrigation repairs	7,491.60	Repair and mainten		6575	1	
Designscapes Colorado	111634	10/31/2021	10/31/2021	11/30/2021	10 31 21 Sod	2,197.50	Repair and mainten		6575	1	
Designscapes Colorado	111728	10/31/2021	10/31/2021	11/30/2021	10 31 21 maintenance	9,366.00	Repair and mainten		6575	1	
Designscapes Colorado	111729	10/31/2021	10/31/2021	11/30/2021	10 31 21 Clean up	810.00	Repair and mainten		6575	1	
Designscapes Colorado	112010	11/1/2021	11/1/2021	11/30/2021	11 maintainance	21,647.80	Landscape Maintena		6570	1	
Designscapes Colorado	112066	10/31/2021	10/31/2021	11/30/2021	10 31 21 irrigation	824.83	Repair and mainten		6575	1	
Designscapes Colorado	112109	11/10/2021	11/10/2021	11/30/2021	11 10 21 snow markers	915.00	Snow Removal		6600	1	
Designscapes Colorado	112245	11/30/2021	11/30/2021	11/30/2021	11 30 21 sod repair	298.00	Repair and mainten		6575	1	
Designscapes Colorado	112327	12/1/2021	12/1/2021	12/31/2021	12 maintenance	21,647.80	Landscape Maintena		6570	1	
United Site Services	114-12542939	10/29/2021	10/29/2021	11/30/2021	portable restrooms	192.63	Portable restrooms		6605	1	
United Site Services	114-12591704	11/10/2021	11/10/2021	11/30/2021	portable restrooms	264.19	Portable restrooms		6605	1	
United Site Services	114-12594764	11/15/2021	11/15/2021	11/30/2021	portable restrooms	472.98	Portable restrooms		6605	1	
United Site Services	114-12625712	11/26/2021	11/26/2021	11/30/2021	portable restrooms	192.63	Portable restrooms		6605	1	
UNCC	221100214	10/31/2021	10/31/2021	11/30/2021	10 transmissions	122.76	Miscellaneous		6565	1	
Clifton, Larson, Allen LLP	3068929	10/31/2021	10/31/2021	11/30/2021	10 management	12,424.41	District Managemen		6300	1	
Simmons & Wheeler P.C.	31746	10/31/2021	10/31/2021	11/30/2021	10 accounting	1,674.09	Accounting		6100	1	
McGeady Becher P.C.	388WOct21	10/31/2021	10/31/2021	11/30/2021	10 legal	2,475.00	Legal Fees		6450	1	
Homestead Painting LLC	5274	11/24/2021	11/24/2021	11/30/2021	11 24 21 painted iron fence	1,280.00	Cap Expend - fence		8021	2	
CenturyLink	20-283-6976479	11/1/2021	11/1/2021	11/30/2021	720-283-6976 479B	189.12	Telephone		6500	1	
American Awning Compa	7263	11/17/2021	11/17/2021	11/30/2021	11 17 21 shade removal	375.00	Miscellaneous		6565	1	
Davey Tree	916157015	11/4/2021	11/4/2021	11/30/2021	11 03 21 Tree pruning	7,155.00	General tree maint/r		6577	1	
Chavez Services LLC	CW-2021-176	10/4/2021	10/4/2021	11/30/2021	10 asphalt repair	15,800.00	Cap Expend - Landsc		8020	2	
Timothy LaPan	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	100.00	Director's Fees		6250	1	
Timothy LaPan	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Thomas Dougherty	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Thomas Dougherty	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	100.00	Director's Fees		6250	1	
Linda Lutz-Ryan	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Linda Lutz-Ryan	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	100.00	Director's Fees		6250	1	
Donald W. Korte	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director Fee	(7.65)	Payroll Taxes payabl		2010	1	
Donald W. Korte	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director Fee	100.00	Director's Fees		6250	1	
Leigh C. Chaffee	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Leigh C. Chaffee	Veeting 11-04-21	11/4/2021	11/4/2021	11/30/2021	11 04 21 Director fee	100.00	Director's Fees		6250	1	
Timothy LaPan	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	100.00	Director's Fees		6250	1	
Timothy LaPan	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Thomas Dougherty	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	100.00	Director's Fees		6250	1	
Thomas Dougherty	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Linda Lutz-Ryan	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	100.00	Director's Fees		6250	1	
Linda Lutz-Ryan	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Donald W. Korte	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Donald W. Korte	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	100.00	Director's Fees		6250	1	
Leigh C. Chaffee	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	(7.65)	Payroll Taxes payabl		2010	1	
Leigh C. Chaffee	Veeting 12-14-21	12/14/2021	12/14/2021	12/31/2021	12 14 21 Director fee	100.00	Director's Fees		6250	1	
Foothills Park & Recreati	LES0000000340	10/31/2021	10/31/2021	11/30/2021	10 Resident use	457.78	Foothills Recreation		6556	1	
Foothills Park & Recreati	LES0000000340	11/30/2021	11/30/2021	11/30/2021	11 Resident use	1,587.17	Foothills Recreation		6556	1	
						161,371.31					

CDR Construction, LLC

Bowles Gazebo Project

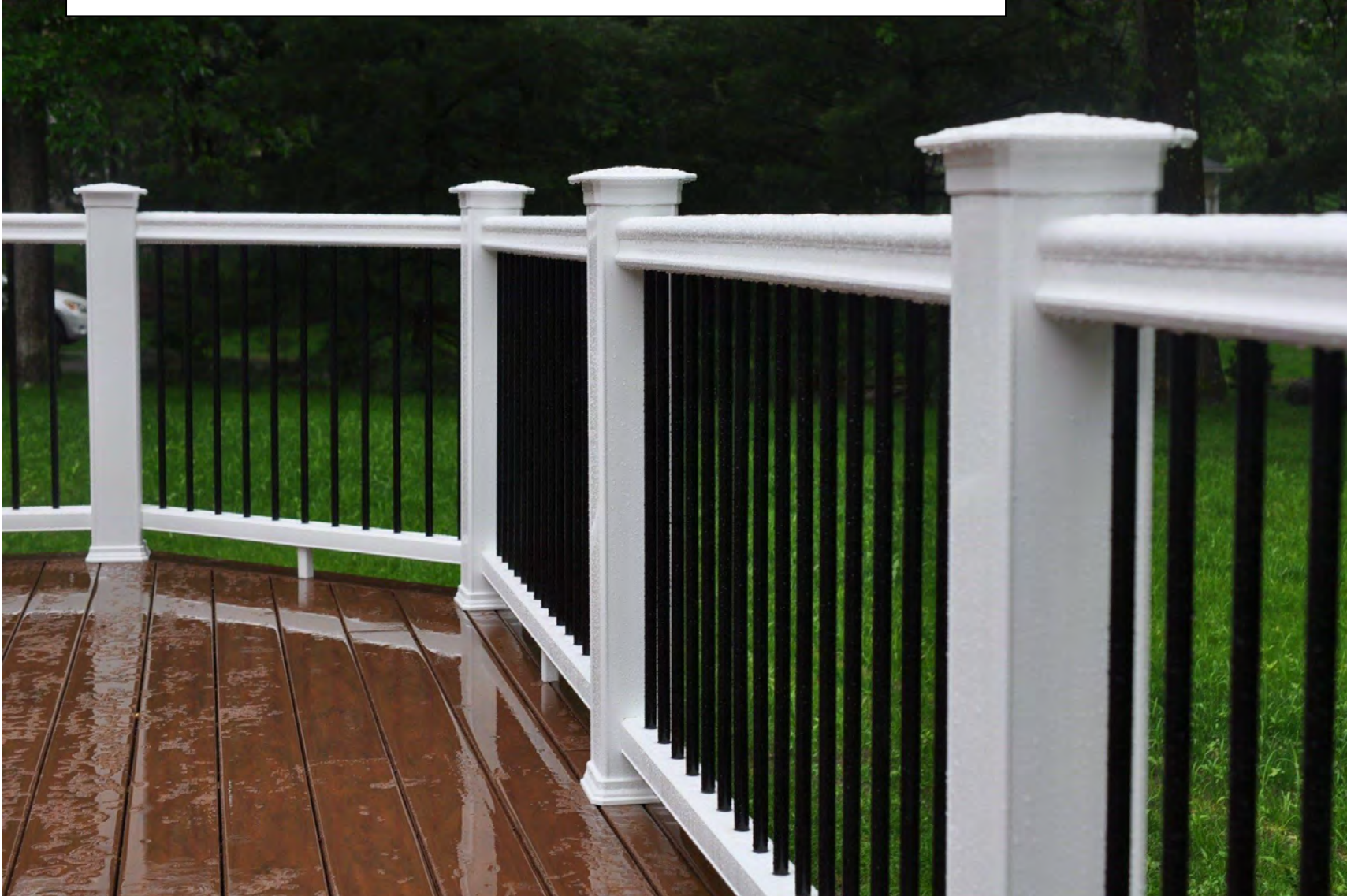
Railing and Fastener Options

All of these railings are pretty close in price for both materials and labor. The variance in the bid is to allow for some price fluctuations in materials and to allow for some of the minor issues that arise during the project. The reasoning behind the price range in my bids is as follows; If everything goes smoothly and problem free, and material costs remain the same then the cost will be on the low side of the bid, if things don't go well at all and material prices climb slightly then it will be on the top end of the range. More often than not we end up in the middle of that price range.

Below is the Trex handrail with composite upper and lower rails and square composite balusters. My very close second choice.



Below is the Trex handrail with composite upper and lower handrails with round steel balusters. This would be my top recommendation.



Below is an all-aluminum handrail, upper and lower handrails and balusters are all aluminum. Aluminum tends to scratch, bend and dent more easily than composite. My least favorite choice for commercial applications.



Below is the Timbertech hidden fastener system. This system is the most expensive (materials and labor) of the three options. It does hide all fasteners EXCEPT around the perimeter where top fasteners need to be used. The cost for these fasteners are almost four times as expensive as the top lock screw system with no plugs. These are also more labor intensive. This system would be on the high end of the bid range.



Example photo of the Timbertech Azek gray decking. There are several shades of each color to choose from.



Example of the Timbertech Azek brown decking. There are several shades of each color to choose from



This is an example of unforeseen problems that can arise. This photo is from the deck we just completed. Neither end of the decking was cut square which, after squaring off both ends, left us short of our expected 16' total length that we needed. Time to audible....again!



This top lock system with color match conceal plugs are above the mid range of the pricing. Materials for these are a little more than double the price of the top lock system (color match screws only, no plugs). These are also more labor intensive.





Above is the color match toplock screw system



Above is the toplock screw system with color match plugs to conceal screws.

Heidt, Ashley

From: Jones, Anna
Sent: Friday, December 10, 2021 10:40 AM
To: Heidt, Ashley
Subject: FW: [External] Fw: Bowles Gazebo Project.....with attachment
Attachments: Bowles Gazebo Project.pdf



Anna Jones
 Public manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

CLA is an independent member of Nexia International. See [member firm disclaimer](#) for details.

From: JAY D Fells <tamijay4@msn.com>
Sent: Wednesday, December 8, 2021 8:52 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Subject: [External] Fw: Bowles Gazebo Project.....with attachment

Think Security – This email originated from an external source. Be cautious with any links or attachments.

My tech support team informed me that this is more effective if you ACTUALLY include the attachment. Sorry!!

From: JAY D Fells
Sent: Wednesday, December 8, 2021 8:49 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Subject: Bowles Gazebo Project

Hello Anna and Nic,

Here is what I put together for the Bowles Gazebo Project bid to try and help clarify my bid. I am planning on being there for the meeting next Tuesday at 4:30? Please let me know if you need anything else, I tried to cover everything I could think of. I am bringing actual samples of the Timbertech decking and Trex composite railing that we just installed at my son's house. I have samples of the Azek and Reserve decking ordered, I am hoping they will arrive on time, and in time, for the meeting.

Thank you guys for all your help, you are so greatly appreciated.

Have a great rest of your week,

Jay

SERVICE AGREEMENT FOR GENERAL MAINTENANCE SERVICES

THIS SERVICE AGREEMENT FOR GENERAL MAINTENANCE SERVICES (“**Agreement**”) is entered into and effective as of the 14 day of December, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CONSTRUCTION DONE RIGHT, LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis for the hours and at the rates set forth on Exhibit B, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D (“**Change Order**”).

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2022. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the

following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises ("M/WBE"). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver's then-current ordinances relating to: (a) minority and women business enterprise participation as

currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) **Prevailing Wages.** Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 **Assignment.** The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 **Modification; Amendment.** This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 **Governing Law and Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@clacconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Construction Done Right, LLC 347 Leona Drive Denver, Colorado 80221 Phone: 720-206-7079 Email: nic@cdrdenver.com Attn: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of

this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
CONSTRUCTION DONE RIGHT, LLC, a Colorado limited liability company.

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Construction Done Right, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
BOWLES METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Bowles Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Upon prior approval of the District Manager, the Consultant will perform general maintenance and property upkeep of the District's property, including, but not limited to, picking up, cleaning, and maintaining public areas, vendor coordination, painting projects, HVAC preventative maintenance, fence maintenance, small construction projects, property welfare checks, general clean up of areas of need or due to vandalism, and such other maintenance as directed by the District Manager.

**EXHIBIT B
COMPENSATION**

Approximately 5 to 10 hours per week at the rate of \$70.00 per hour (with no charge for the first 15 minutes of travel time), plus cost of materials. Services in excess of 10 hours per week will require the prior approval of the District Manager.

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT D
FORM OF CHANGE ORDER**

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

SERVICE AGREEMENT FOR PLANT HEALTH CARE

THIS SERVICE AGREEMENT FOR PLANT HEALTH CARE (“**Agreement**”) is entered into and effective as of the _____ day of _____, 20____, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **THE DAVEY TREE EXPERT COMPANY**, an Ohio Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$42,380.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“**M/WBE**”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the City and County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@claconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	The Davey Tree Expert Company 4450 S. Windermere Street Englewood, CO 80110 Phone: (303) 761-3052 Email: _____ Attn: Derek Fox

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

**EXHIBIT A
SCOPE OF SERVICES**

Service	Description	Service Period
Horticultural Oil Treatment	<p>Treat 42 Hawthorn trees with Safari to control Mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between Dorado Dr. and Jay Cir. (east), and from Jay Cir. (west) to Saulsbury St.</p> <p>Includes 5 additional Hawthorn trees on the South side of Blue Heron Park near roundabout. (Jan/Feb)</p> <p>***HOA Trees***</p>	Jan. – April
Emerald Ash Borer Soil App	<p>Soil injection on 231 Ash trees along the Grant Ranch Blvd., Jay Cir., Dorado Dr. and Bowles Ave. rights-of-way to control Emerald Ash Borer, as well as most leaf feeding insects, for one year.</p> <p>Includes 4 additional Ash trees within the Pocket Park. (FEB-MAR)</p> <p>***HOA Trees***</p>	Feb. – April
Emerald Ash Borer Soil App	<p>Soil injection on 41 Ash trees within Sunset Park and Blue Heron Park to control Emerald Ash Borer, as well as most leaf feeding insects, for one year.</p> <p>(FEB-MAR)</p> <p>***Bowles Trees***</p>	Feb. – April
IPS Beetle Treatment	<p>Treat 241 Pine trees and 67 Spruce trees along Grant Ranch Blvd., Dorado Dr., Jay Cir. and Bowles Ave., with Onyx to control IPS Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season.</p> <p>*Includes trees behind monument signs* (March)</p> <p>**PRE-POSTING**</p> <p>***HOA Trees***</p>	March – April
IPS Beetle Treatment	<p>Treat 81 Pines trees and 17 Spruce trees within Sunset Park and Blue Heron Park with Onyx to IPS Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season.</p> <p>*Do not treat trees close to ponds* (March)</p> <p>**PRE-POSTING**</p>	March – April
Borer Treatment	<p>Treat approximately 231 Ash trees along the Grant Ranch Blvd., Jay Cir., and Dorado Dr. rights-of-way, with Astro to control Ash/Lilac Borer. (May)</p> <p>***HOA Trees***</p>	April – May
Borer Treatment	<p>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control Ash/Lilac Borer. (May)</p>	April – May

	Bowles Trees	
Special Treatment	Treat 42 Hawthorn trees with Safari to control Mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between Dorado Dr. and Jay Cir. (east), and from Jay Cir. (west) to Saulsbury St. Includes 5 additional Hawthorn trees on the South side of Blue Heron Park near roundabout. (MAY) ***HOA Trees***	May
Special Treatment	Treat approximately 30 Oak trees along W. Bowles Ave. with Distance (East and West of Grant Ranch Blvd) to help control Kermes Scale. (Sept) ***HOA Trees***	September
Fertilization/Soil Care: Deep Root Fertilization with Arbor Green PRO	Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approximately 1159 trees. (do in late March)	March

Terms and Conditions

Client Care Guarantee

The Consultant uses quality products that are administered by trained personnel. The Consultant guarantees to deliver what the Consultant has contracted to deliver. If the Consultant does not, the Consultant will work with the District until the District is satisfied, or the District will not be charged for the disputed item. The Consultant's Client Care Guarantee demonstrates Consultant's commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure, and requires periodic inspection.

Tree and Shrub Fertilization/Soil Care

The Consultant's advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is injected into the root zone and the nutrients are gradually released over time. Research and experience show the dramatic benefits Arbor Green PRO provides: greater resistance to insect and disease, greater tolerance to drought stress, increased vigor, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short-term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, the Consultant also provides aeration, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. The Consultant also offers pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. The Consultant's surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. The Consultant also offers a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: The Consultant's employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of the Consultant's Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond the Consultant's control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the Consultant. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be

managed but not controlled. When elevated risk conditions in trees are observed and identified by the Consultant's representatives and a contract has been signed to proceed with the remedial work the Consultant has recommended, the Consultant will make a reasonable effort to proceed with the job promptly. However, the Consultant will not assume liability for any accident, damage, or injury that may occur on the ground or to any other object or structure prior to the Consultant beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. The Consultant may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the District or that written permission has been received to work on trees which are not on the District's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with the Consultant will either be credited to the District's account or applied against any amounts currently due. The Consultant's invoices are due next 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax-exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: The Consultant accepts checks and credit cards. Credit card payments may be made online at the Consultant's web site. Paying by check authorizes the Consultant to send the information from the District's check to the District's bank for payment.

UNDERGROUND PROPERTY: The Consultant is not responsible for any underground property unless the Consultant has been informed by the District or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and workloads.

**EXHIBIT B
COMPENSATION**

Service	Price
Horticultural Oil Treatment	\$530.00
Emerald Ash Borer Soil App	\$10,656.00
Emerald Ash Borer Soil App	\$2,503.00
IPS Beetle Treatment	\$6,866.00
IPS Beetle Treatment	\$1,083.00
Borer Treatment	\$2,592.00
Borer Treatment	\$609.00
Special Treatment	\$675.00
Special Treatment	\$2006.00
Deep Root Fertilization	\$14,846.00
TOTAL	\$42,380.00

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

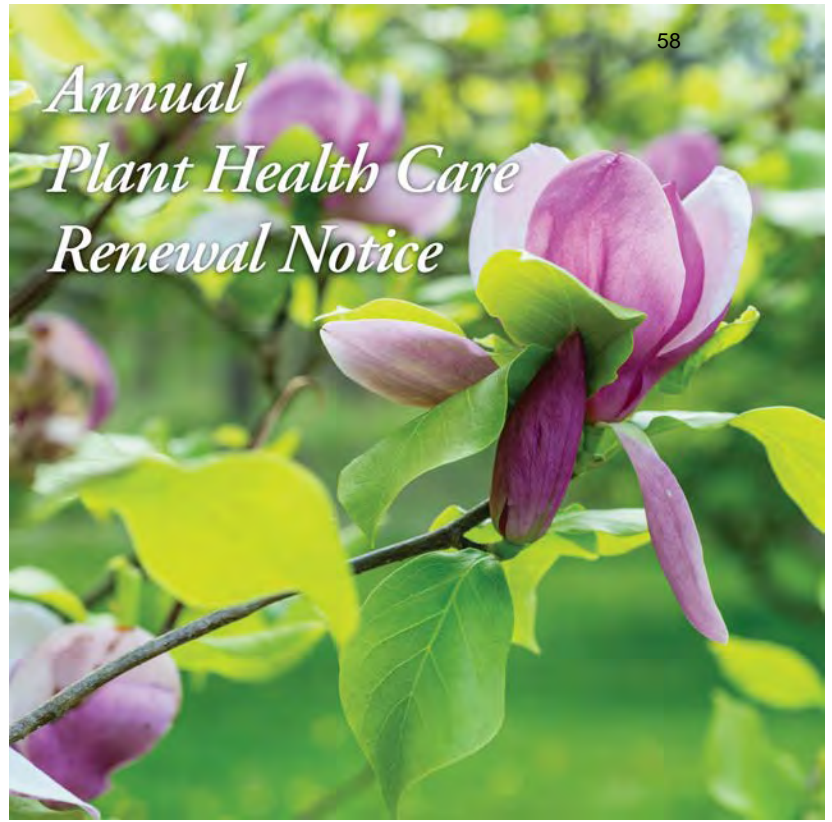
By: _____

Consultant



4450 S. WINDERMERE ST
ENGLEWOOD CO 80110-5540

CLIFTON ALLEN LARSON
ATTENTION PATRICK SHANNON
8390 E CRESCENT PKWY STE 500
GREENWOOD VLG CO 80111-2814



Annual Plant Health Care Renewal Notice

Dear Valued Client,

It has been a real pleasure working with you to help protect and enhance the beauty of your property, and we hope you'll contact us anytime you have a question or concern. We'd like to remind you that now is the perfect time to start thinking about your landscape for the upcoming season.

Enclosed, you'll find a copy of your previous Plant Health Care Renewal Program, customized specifically for your property's needs.

On the enclosed Renewal Notice, you will see that we have listed both prior year's services as well as any proposed additional services your arborist is suggesting, to keep your property at its best. If you'd like to add a proposed service, please check the box next to it. Or, if you wish to discontinue a service that you received last year, simply draw a line through it. Then, sign one copy of this contract and return it in the envelope provided. Keep the other copy for your records. If you'd like to add a service that isn't listed or suggested for your property, please give us a call.

We look forward to working with you again!

Sincerely,

Derek Fox
Sales Arborist

(303) 761-3052



DORMANT PRUNING

Dormant-season pruning makes it easier to identify pruning needs and won't impact future buds and new growth. It helps prepare your trees for severe weather and is important for certain species in order to minimize insect attack.



EMERALD ASH BORER - NOTIFICATION

The Emerald Ash Borer has been discovered in our area and is currently active. In an effort to be proactive, it's important to have an inspection and evaluation by a certified arborist for the best possible management strategy. We have been researching and treating EAB for over 10 years.



TREE AND SHRUB FERTILIZATION

Great tree care starts from the ground up. Applying a slow-release fertilizer, such as Arbor Green PRO®, is one of the most important things you can do to help your trees and shrubs replace nutrients and improve resistance to damage from diseases, insects and stressful weather.

Experience the *Davey* Difference.

Your trees are our *Passion*.
Your satisfaction is our *Promise*.
*Guaranteed.**



* Visit www.davey.com/care for terms and conditions.



2022 Annual Plant Health Care Program

BOWLES METRO DISTRICT
7255 W GRANT RANCH BLVD
LITTLETON, CO 80123-0813

Thank You

We know there are no shortcuts
to solid relationships!

DaveyCareSM

If for any reason we are not meeting your
expectations, we want to make it right.
Please tell us what we can improve on at
www.davey.com/care.

The Davey Tree Expert Company

Quote number:	1372 / 26064802 / NEV
Quote date:	October 05, 2021
Contract number:	
Account number:	3884705
Please reply by:	November 14, 2021

Mail To:

CLIFTON ALLEN LARSON
ATTENTION PATRICK SHANNON
8390 E CRESCENT PKWY STE 500
GREENWOOD VLG, CO 80111-2814

Return Address:
THE DAVEY TREE EXPERT COMPANY
4450 S. WINDERMERE ST
ENGLEWOOD CO 80110-5540

PRIOR YEAR'S SERVICES that should be performed again for 2022

These services will not be performed without your approval. Please sign and return one copy of this contract. If you do not wish to take any of these services, please draw a line through the service(s).

	Service Period	Price	Sales Tax	Total Price
Plant Health Care				
Horticultural Oil Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (Jan/Feb) ***HOA Trees***</i>	Jan - Apr	530.00		530.00
Emerald Ash Borer Soil App <i>Soil injection on 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, Dorado Drive and Bowles Ave right-of-ways, to control Emerald Ash Borer as well as most leaf feeding insects for one year. Include 4 additional Ash trees within the Pocket Park. (FEB-MAR) ***HOA Trees***</i>	Feb - Apr	10656.00		10656.00
Emerald Ash Borer Soil App <i>Soil injection on 41 Ash trees within Sunset Park and Blue Heron Park to control emerald ash borer as well as most leaf feeding insects for one year. (FEB-MAR) ***Bowles Trees***</i>	Feb - Apr	2503.00		2503.00
IPS Beetle Treatment <i>Treat 241 Pines and 67 Spruce along Grant Ranch Blvd, Dorado Drive, Jay Circle and Bowles Ave, with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Includes trees behind monument signs* (March) **PRE-POSTING** ***HOA Trees***</i>	Mar - Apr	6866.00		6866.00
IPS Beetle Treatment <i>Treat 81 Pines and 17 Spruce within Sunset Park and Blue Heron Park with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Do not treat trees close to ponds* (March) **PRE-POSTING** ***Bowles Trees***</i>	Mar - Apr	1083.00		1083.00
Borer Treatment <i>Treat approximately 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, and Dorado Drive right-of-ways, with Astro to control Ash/LilacBorer. (May) ***HOA Trees***</i>	Apr - May	2592.00		2592.00
Borer Treatment <i>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***</i>	Apr - May	609.00		609.00
Special Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***</i>	May	675.00		675.00
Special Treatment <i>Treat approx 30 Oak trees along W Bowles Ave with "Distance" (East and West of Grant Ranch Blvd) to help control Kermes scale. (Sept) ***HOA Trees***</i>	September	2006.00		2006.00
Total Investment		27520.00	0.00	27520.00

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2022 Annual Plant Health Care Program
 BOWLES METRO DISTRICT
 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 26064802 / NEV
Quote date: October 05, 2021
Contract number:
Account number: 3884705
Please reply by: November 14, 2021

Continued from previous page...

ADDITIONAL SERVICES that will benefit your property for 2022 (continued)

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Fertilization/SoilCare				
<input type="checkbox"/> Deep Root Fert w/ArborGreenPRO (1yr) <i>Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approx 1159 trees. (do in late March)</i>	March	14860.00		14860.00
Total Investment		14860.00	0.00	14860.00

The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540

Phone: (303) 761-3052
Fax: (303) 761-3089

Your Arborist: **Derek Fox**

Authorizing Client's Signature: _____

Date: _____

- Pre-Service Call First Request:**
- Do not call first, do the work as scheduled
 - Call first, just leave message
 - Call first, verbal confirmation required
 - Email
 - Please contact me regarding: _____

Please confirm the contact information we have on file:
 Home Phone: (303) 265-7998
 Work Phone:
 Mobile Phone:
 Email: AcctPayColo@claconnect.com

If you would like to automatically charge your credit card or bank account as services are completed, please visit payments.davey.com to use our online payment system.

Continued on next page...

Terms and Conditions

Client Care Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

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Lawn Care

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WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinchbugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

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SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.



2022 Annual Plant Health Care Program

BOWLES METRO DISTRICT
7255 W GRANT RANCH BLVD
LITTLETON, CO 80123-0813

Thank You

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DaveyCareSM

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Please tell us what we can improve on at
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Quote number:	1372 / 26064802 / NEV
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	Service Period	Price	Sales Tax	Total Price
Plant Health Care				
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Emerald Ash Borer Soil App <i>Soil injection on 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, Dorado Drive and Bowles Ave right-of-ways, to control Emerald Ash Borer as well as most leaf feeding insects for one year. Include 4 additional Ash trees within the Pocket Park. (FEB-MAR) ***HOA Trees***</i>	Feb - Apr	10656.00		10656.00
Emerald Ash Borer Soil App <i>Soil injection on 41 Ash trees within Sunset Park and Blue Heron Park to control emerald ash borer as well as most leaf feeding insects for one year. (FEB-MAR) ***Bowles Trees***</i>	Feb - Apr	2503.00		2503.00
IPS Beetle Treatment <i>Treat 241 Pines and 67 Spruce along Grant Ranch Blvd, Dorado Drive, Jay Circle and Bowles Ave, with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Includes trees behind monument signs* (March) **PRE-POSTING** ***HOA Trees***</i>	Mar - Apr	6866.00		6866.00
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Borer Treatment <i>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***</i>	Apr - May	609.00		609.00
Special Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***</i>	May	675.00		675.00
Special Treatment <i>Treat approx 30 Oak trees along W Bowles Ave with "Distance" (East and West of Grant Ranch Blvd) to help control Kermes scale. (Sept) ***HOA Trees***</i>	September	2006.00		2006.00
Total Investment		27520.00	0.00	27520.00

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2022 Annual Plant Health Care Program
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 7255 W GRANT RANCH BLVD
 LITTLETON, CO 80123-0813

Quote number: 1372 / 26064802 / NEV
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ADDITIONAL SERVICES that will benefit your property for 2022 (continued)

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
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The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540

Phone: (303) 761-3052
Fax: (303) 761-3089

<p>Your Arborist: Derek Fox</p> <p>Authorizing Client's Signature: _____</p> <p>Date: _____</p>	<p>Pre-Service Call First Request:</p> <p><input type="checkbox"/> Do not call first, do the work as scheduled</p> <p><input type="checkbox"/> Call first, just leave message</p> <p><input type="checkbox"/> Call first, verbal confirmation required</p> <p><input type="checkbox"/> Email</p> <p><input type="checkbox"/> Please contact me regarding: _____</p>	<p>Please confirm the contact information we have on file:</p> <p>Home Phone: (303) 265-7998</p> <p>Work Phone:</p> <p>Mobile Phone:</p> <p>Email: AcctPayColo@claconnect.com</p>
<p>If you would like to automatically charge your credit card or bank account as services are completed, please visit payments.davey.com to use our online payment system.</p>		

Continued on next page...

Terms and Conditions

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WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinchbugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

SERVICE AGREEMENT FOR CATTAIL TREATMENT

THIS SERVICE AGREEMENT FOR CATTAIL TREATMENT (“**Agreement**”) is entered into and effective as of the 14 day of December, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ECORESOURCE SOLUTIONS, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to assure

that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable

commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis for the hours and at the rates set forth on Exhibit B attached hereto with a total contract amount not to exceed \$10,078.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the

following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises ("M/WBE"). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver's then-current ordinances relating to: (a) minority and women business enterprise participation as

currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) **Prevailing Wages.** Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 **Assignment.** The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 **Modification; Amendment.** This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 **Governing Law and Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@clacconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	EcoResource Solutions, Inc. 5765 Olde Wadsworth Blvd., Suite 10 Arvada, Colorado 80002 Phone: (720) 974-4075 Email: office@EcoResourceSolutions.com Attn: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of

this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
ECORESOURCE SOLUTIONS, INC.
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of EcoResource Solutions, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
BOWLES METROPOLITAN DISTRICT
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Bowles Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Location: Blue Heron Pond (Lakewood)

EcoResource Solutions, Inc., technicians will treat dense cattail stands along the shoreline to improve habitat, overall aesthetics, water access, etc. EcoResource Solutions, Inc., will not eradicate all plants; only enough to improve habitat and aesthetics. Typically, 75-90% of shoreline cattails are eradicated, leaving a few remaining stands for wildlife habitat. Cattails are usually sprayed in summer when plants mature. Stalks are left to dry for several weeks and are then cut and removed later in summer or fall.

**EXHIBIT B
COMPENSATION**

Labor – EcoResource Solutions, Inc., Technician; \$65.00/hour

- Herbicide Application; 8 hours = \$520.00
- Cattail Cutting and Removal; 80 hours = \$5,200.00

Subtotal: \$5,720.00

Miscellaneous Reimbursement

- Landfill Fees – \$145.00 per hour; 8 hours = \$1,160.00

Subtotal: \$1,160.00

Materials

- Habitat Herbicide (2.5 gallons) – \$495.00 per use; 6 uses = \$2,970.00
- Cidekick Aquatic Surfactant – \$38.00 per quart; 6 quarts = \$228.00

Subtotal: \$3,198.00

Grand Total = \$10,078.00

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT D
FORM OF CHANGE ORDER**

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

Project Cost Proposal



EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/4/2021
Proposal No.	7131
Terms	Net 30

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
OPTIONAL (Blue Heron Pond) 2022 Cattail Stand Reduction - Shoreline Improvement			
Summary: ERS technicians will treat dense cattail stands along the shoreline to improve habitat, overall aesthetics, water access, etc. We will not eradicate all plants; only enough to improve habitat and aesthetics. Typically, 75-90% of shoreline cattails are eradicated, leaving a few remaining stands for wildlife habitat. Cattails are usually sprayed in summer when plants mature. Stalks are left to dry for several weeks, and are then cut and removed later in summer or fall.			
Labor and Expenses			
Resource Management Technician (per hour) - herbicide application	8	65.00	520.00
Resource Management Technician (per hour) - cattail cutting and removal	80	65.00	5,200.00
Misc. reimbursement - landfill fees	8	145.00	1,160.00
Subtotal			6,880.00
Materials			
Habitat herbicide (2.5 gal)	6	495.00	2,970.00
Cidekick aquatic surfactant (per qt)	6	38.00	228.00
Subtotal			3,198.00

Quote Void After 60 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed _____ Dated _____

Please return signed copy via email to office@EcoResourceSolutions.com. Thank you.

Subtotal \$10,078.00

Sales Tax (0.0%) \$0.00

Total **\$10,078.00**

SERVICE AGREEMENT FOR POND MAINTENANCE

THIS SERVICE AGREEMENT FOR POND MAINTENANCE (“**Agreement**”) is entered into and effective as of the 14 day of December, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ECORESOURCE SOLUTIONS, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to assure

that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable

commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis for the hours and at the rates set forth on Exhibit B attached hereto with a total contract amount not to exceed \$9,026.78, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the

following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises ("M/WBE"). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver's then-current ordinances relating to: (a) minority and women business enterprise participation as

currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) **Prevailing Wages.** Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 **Assignment.** The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 **Modification; Amendment.** This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 **Governing Law and Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@clacconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	EcoResource Solutions, Inc. 5765 Olde Wadsworth Blvd., Suite 10 Arvada, Colorado 80002 Phone: (720) 974-4075 Email: office@EcoResourceSolutions.com Attn: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of

this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
ECORESOURCE SOLUTIONS, INC.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of EcoResource Solutions, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
BOWLES METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Bowles Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Location: Blue Heron Pond (Lakewood)

Dates: March 1 – November 30, 2022

EcoResource Solutions, Inc., technicians will visit the pond on a monthly basis from March through November (bi-weekly during summer months of June through August). Services will include resource inspections, in-pond and shoreline trash and debris removal (within reason), algae and aquatic weed treatments (only if necessary), mosquito larvicide application (May through October), and beneficial bacteria inoculation (to aid in algae control). The phosphorus binder, Phoslock will be applied in spring (also to aid in control of algae and weeds). Water quality will be monitored on a seasonal basis. Depending on pond depth, a Rapid Sonar Assessment (RSA) will be conducted to examine depth profiles, water volume, etc. This information will be used to formulate future management strategies.

**EXHIBIT B
COMPENSATION**

Labor – EcoResource Solutions, Inc., Technician; \$65.00/hour

- Monthly Services (March – May; Sept. – Nov.); 18 hours = \$1,170.00
- Bi-weekly Services (June – Aug.); 12 hours = \$780.00
- Mosquito Larvicide Application; 6 hours = \$390.00
- Algae and Weed Treatments (if necessary); 12 hours = \$780.00
- Annual Phoslock Application; 6 hours = \$390.00

Subtotal: \$3,510.00

Rapid Sonar Assessment (if possible; dependent on depth)

- Certified Bathymetric/GIS Specialist – \$95.00 per hour; 4 hours = \$380.00
- Bathymetric and GIS Data Analysis – \$125.00 per hour; 6 hours = \$750.00

Subtotal: \$1,130.00

Laboratory Fees (seasonal water quality monitoring; March, July, and Oct.)

- Standard Inorganic Water Quality Analysis – \$98.00 per sample; 3 samples = \$294.00
- Chlorophyll-a Analysis – \$58.00 per sample; 3 samples = \$174.00

Subtotal: \$468.00

Materials

- EcoResource Solutions, Inc., BenthoSweep Beneficial Pond and Lake Bacteria – 6 lbs per month (March-Nov.); \$20.15 per lb = \$1,088.10
- SeClear Algaecide (only if needed) (2.5 gallons) – \$143.00 per use; 8 uses = \$1,144.00
- Tribune Herbicide (only if needed) (2.5 gallons) – \$175.92 per use; 4 uses = \$703.68
- Cidekick Aquatic Surfactant – \$38.00 per quart; 1 quart = \$38.00
- PhosLock Phosphorous Neutralizer (55 lbs) – \$315.00 per uses; 3 uses = \$945.00

Subtotal: \$3,918.78

Grand Total = \$9,026.78

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT D
FORM OF CHANGE ORDER**

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

Project Cost Proposal



EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/4/2021
Proposal No.	7130
Terms	Net 30

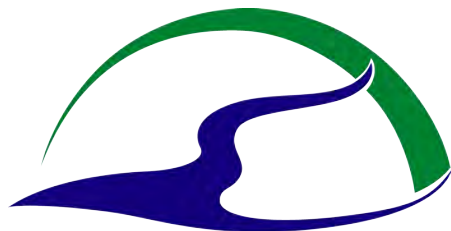
EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
2022 Monthly Pond Maintenance Schedule and Cost, Blue Heron Pond (March through November)			
Summary: ERS technicians will visit the pond on a monthly basis from March through November (bi-weekly during summer months of June through August). Services will include resource inspections, in-pond and shoreline trash and debris removal (within reason), algae and aquatic weed treatments (only if necessary), mosquito larvicide application (May through October), and beneficial bacteria inoculation (to aid in algae control). The phosphorus binder, Phoslock will be applied in spring (also to aid in control of algae and weeds). Water quality will be monitored on a seasonal basis. Depending on pond depth, a Rapid Sonar Assessment (RSA) will be conducted to examine depth profiles, water volume, etc..This information will be used to formulate future management strategies.			
Labor			
Resource Management Technician (per hour) - monthly services (MAR-MAY; SEP-NOV)	18	65.00	1,170.00
Resource Management Technician (per hour) - bi-weekly services (JUN-AUG)	12	65.00	780.00
Resource Management Technician (per hour) - mosquito larvicide application	6	65.00	390.00
Resource Management Technician (per hour) - algae and weed treatments (if necessary)	12	65.00	780.00
Resource Management Technician (per hour) - annual Phoslock application	6	65.00	390.00
Subtotal			3,510.00
Rapid Sonar Assessment (if possible; dependent on depth)			
Certified Bathymetric / GIS Specialist (per hour)	4	95.00	380.00
Bathymetric and GIS Data Analysis (per hour)	6	125.00	750.00
Subtotal			1,130.00
Laboratory Fees (seasonal water quality monitoring; MAR, JUL and OCT)			
Quote Void After 60 Days			
Subtotal			
Sales Tax (0.0%)			
Total			

Project Cost Proposal



EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/4/2021
Proposal No.	7130
Terms	Net 30

EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Standard inorganic water quality analysis (per sample)	3	98.00	294.00
Chlorophyll-a analysis (per sample)	3	58.00	174.00
Subtotal			468.00
Materials			
ERS BenthoSweep beneficial pond & lake bacteria (per lb) - 6 lbs/month, MAR-NOV	54	20.15	1,088.10T
SeClear algaecide (2.5 gal) - only if needed	8	143.00	1,144.00T
Tribune herbicide (2.5 gal) - only if necessary	4	175.92	703.68T
Cidekick aquatic surfactant (per qt)	1	38.00	38.00T
PhosLock phosphorus neutralizer (55 lbs)	3	315.00	945.00T
Subtotal			3,918.78

Quote Void After 60 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed _____ Dated _____

Please returned signed copy via email to office@EcoResourceSolutions.com. Thank you.

Subtotal	\$9,026.78
Sales Tax (0.0%)	\$0.00
Total	\$9,026.78

SERVICE AGREEMENT FOR WATER QUALITY TESTING

THIS SERVICE AGREEMENT FOR WATER QUALITY TESTING (“**Agreement**”) is entered into and effective as of the 14 day of December, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ECORESOURCE SOLUTIONS, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis for the hours and at the rates set forth on **Exhibit B** attached hereto with a total contract amount not to exceed \$12,719.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“**M/WBE**”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@claconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	EcoResource Solutions, Inc. 5765 Olde Wadsworth Blvd., Suite 10 Arvada, Colorado 80002 Phone: (720) 974-4075 Email: office@EcoResourceSolutions.com Attn: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

**EXHIBIT A
SCOPE OF SERVICES**

Location: Grant Ranch (Lakewood)

Colorado Sampling Dates: March 1 – September 30, 2022

Spring Season: March 1 – May 31

Summer Season: June 1 – September 30

Dry Weather Samples (4 sites, 4 samples)	
<u>Description of Service</u>	<u>Labor Hours</u>
Resource Management Technician (per hour) – Sample collection	12
Sampling Analysis	4
Aquatic Biologist Report	4

Wet Weather Samples (4 sites, 4 samples; when parameters are met)	
<u>Description of Service</u>	<u>Quantity</u>
Resource Management Technician (per hour) – Sample collection	12
Sampling Analysis	4
Aquatic Biologist Report	4

**EXHIBIT B
COMPENSATION**

Dry Weather Labor

- EcoResource Solutions, Inc., Technician – \$65.00 per hour; 3 hours x 4 samples = \$780.00
- Sampling Analysis – \$1,460.50 per analysis; 4 analyses = \$5,842.00
- Aquatic Biologist Report – \$150.00 per report; 4 reports = \$600.00

Subtotal: \$7,222.00

Wet Weather Labor

- EcoResource Solutions, Inc., Technician – \$65.00 per hour; 3 hours x 4 samples = \$780.00
- Sampling Analysis – \$1,029.25 per analysis; 4 analyses = \$4,117.00
- Aquatic Biologist Report – \$150.00 per report; 4 reports = \$600.00

Subtotal: \$5,497.00

Grand Total = \$12,719.00

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

Project Cost Proposal



EcoResource Solutions, Inc.

5765 Olde Wadsworth Blvd., Ste. 10
Arvada, CO 80002

Date	11/17/2021
Proposal No.	7105
Terms	Net 30

EcoResource Solutions, Inc.

Phone # (720) 974-4075
office@EcoResourceSolutions.com
EcoResourceSolutions.com

Name / Address
Bowles Metropolitan District Attn: Nicholas Carlson 8390 E. Crescent Parkway, Ste. 300 Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
2022 Grant Ranch Water Quality Proposal (Spring Season: March 1 - May 31, 2022; Summer Season: June 1 - September 30, 2022)			
Dry Weather Samples (4 sites, 4 samples)			
Labor			
Resource Management Technician (per hour) - Sample collection	12	65.00	780.00
Sampling Analysis	4	1,460.50	5,842.00
Aquatic Biologist Report	4	150.00	600.00
Subtotal			7,222.00
Wet Weather Samples (4 sites, 4 samples; When parameters are met)			
Labor			
Resource Management Technician (per hour) - Sample collection	12	65.00	780.00
Sampling Analysis	4	1,029.25	4,117.00
Aquatic Biologist Report	4	150.00	600.00
Subtotal			5,497.00

Quote Void After 30 Days

I, as an authorized representative of the client or as the property owner, hereby agree to the project tasks and/or products, and costs stated herein, and authorize EcoResource Solutions, Inc. to provide such services and/or goods.

Signed _____ Dated _____

Please return signed copy via fax at (303) 424-0251. Thank you.

Subtotal \$12,719.00

Sales Tax (0.0%) \$0.00

Total **\$12,719.00**

**SERVICE AGREEMENT FOR
FENCE REPAIRS AND STAINING PHASE 2022**

THIS SERVICE AGREEMENT FOR FENCE REPAIRS AND STAINING PHASE 2022 (“Agreement”) is entered into and effective as of the 14 day of December, 2021, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **HOMESTEAD PAINTING LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “**Improvements**”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 **Duties of Consultant.** The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$65,290.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“M/WBE”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.3 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.4 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.5 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.6 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the City and County of Denver, Colorado.

5.7 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.8 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.9 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Bowles Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 265-7900 Email: Nicholas.Carlson@claconnect.com Attn: Nicholas Carlson
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Consultant:	Homestead Painting LLC 9751 W. 44 th Ave., Unit 103 Wheat Ridge, CO 80033 Phone: (303) 456-5942 Email: hspaintllc@aol.com Attn: Jake Morgan

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By

giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.10 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.11 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.12 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.13 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.14 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
HOMESTEAD PAINTING LLC
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Homestead Painting LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
BOWLES METROPOLITAN DISTRICT
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Bowles Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SCOPE OF SERVICES

Homestead Painting LLC (the “**Consultant**”) agrees to the following terms:

Surface Preparation:

1. The Consultant shall remove and replace two hundred eighty-nine (289) 2x6x10 rough cedar rails.
2. The Consultant shall remove and replace thirty-eight (38) 4x6 posts.
3. The Consultant shall power wash to remove any foreign matter on the surface to be stained. Surfaces will be washed in a manner not to disturb the integrity of the surface.
4. The Consultant shall wire brush existing surface to remove any loose and peeling paint/stain as needed.
5. Prep work will include resecuring any loose railings by predrilling and installing five (5) inch outdoor deck screws.
6. Extra work such as extra staining and carpentry shall be completed at a time and materials rate of \$50.00 per man-hour, plus materials.

Staining:

1. The Consultant shall power wash, prep and re-stain three sides of the fence facing the green belt side. The school fence will be re-stained on all sides.
2. The Consultant shall protect rocks, vegetation or other areas not being stained by masking or shielding.
3. The Consultant shall provide a trailer mounted water tank and power washer but **will need to arrange with the Bowles Metropolitan District for access to water refills.** At no time will individual homeowners’ water be used.

Safety:

1. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
2. The Consultant shall provide all reasonable protection to prevent damage, injury, or loss to all employees on the job, and all other persons may be affected thereby.

The Consultant provides a three (3) year labor warranty to coincide with the paint warranty.

Bowles Metropolitan District (the “**District**”) agrees to the following terms:

1. The District shall provide reasonable access to utilities.
2. The District shall provide an area for our storage container or provide onsite storage.
3. The District shall ensure that all vehicles are removed from areas adjacent to buildings to be painted between the hours of 7:30 a.m. and 5:00 p.m.
4. The District shall make payment within 10 working days after inspection and approval of the painting.
5. The District shall prune all overgrown vegetation adjacent to buildings and any plants, shrubs or vegetation which inhibits the commencement and progress of the painting schedule.
6. The District shall not hold the Consultant liable for any alignment of satellite dishes that

require masking or removal to complete work.

**EXHIBIT B
COMPENSATION**

<u>Cost of Services</u>	
Service	Cost
Remove and replace two hundred eighty-nine (289) 2x6x10 rough cedar rails	\$26,010.00
Remove and replace thirty-eight (38) 4x6 posts	\$11,780.00
Power wash, prep and re-stain three sides of the fence facing the green belt side	\$27,500.00
<u>TOTAL:</u>	<u>\$65,290.00</u>

Extra work such as extra staining and carpentry shall be completed at a time and materials rate of \$50.00 per man-hour, plus materials.

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

HOMESTEAD PAINTING LLC
 9751 W. 44th Ave.
 Unit 103
 Wheat Ridge, CO 80033
 (P) 303-456-5942
 hspaintllc@aol.com

November 17, 2021

Bowles Metro District
 c/o 8390 E Crescent Parkway
 Suite 300
 Greenwood Village, CO 80111

Attn: Nicholas Carlson

PROPOSAL / CONTRACT

RE: Fence Repairs and Staining Phase 2022
 Received from Nicholas Carlson VIA email, highlighted areas on map.

Homestead Painting LLC does hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

Scope of Work

Complete utility locates prior to the commencement of the contracted work.

a. Remove and replace 289 - 2 x 6 x 10 rough cedar rails:

COST: \$26,010.00

b. Remove and replace 38 - 4 x 6 posts:

COST: \$11,780.00

c. Power wash, prep and re-stain three sides of the fence facing the green belt side.
 Note - the school fence will be restained on all sides:

COST: \$27,500.00

Prep work will include resecuring any loose railings by predrilling and sinatlling 5 inch outdoor deck screws.

Total contract cost: \$65,290.00

(Staining)

- a. Protect, by masking or shielding, rocks, vegetation or other areas not being stained.
- b. Homestead Painting LLC will provide a trailer mounted water tank and power washer, **but will need to arrange with the Bowles Metro District for access for water refills.** At no time will individual homeowners water be used.

Surface Preparation

- a. Power wash to remove any foreign matter on the surface to be stained. Surfaces will be washed in a manner not to disturb the integrity of the surface.
- b. Wire brush and existing surface to remove any loose and peeling paint/stain as needed.
- c. Extra work such as extra staining and carpentry shall be completed at a time and materials rate of \$50.00 per man hour plus materials.

****Note**.** All vegetation on this Bowles Metro District contract will need to be removed or cut back by the Bowles Metro District or the homeowner to allow access for the specified work.

Safety

- a. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- b. The contractor shall provide all reasonable protection to prevent damage, injury or loss to all employees on the job, and all other persons may be affected thereby.

Insurance

The contractor shall furnish and maintain during the life of this contract the following insurance coverage's.

- a. Workman's Compensation Insurance for all of his employees employed at the site of the project, and in case of any sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the employees unless such employees are covered by protection afforded by the contractor.
- b. Comprehensive General Liability Insurance.
- c. Comprehensive Automobile Liability Insurance.
- d. Liability limits are \$1,000,000.00 per incident.

CHANGE ORDER

Change Order No.: 2	Date Issued:
Name of Agreement: Service Agreement for Bowles Metropolitan District	
Date of Agreement: January 1, 2020	District(s): Bowles Metropolitan District
Other Party/Parties: Colorado DesignScapes, Inc., a Colorado corporation	

CHANGE IN SCOPE OF SERVICES (describe): None	
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$259,773.00	Original Term: Expires December 31, 2021
Increase of this Change Order: All Pricing from 2021 shall increase by 4% commencing 1/1/2022 through expiration	New Term: Expires December 31, 2022
Price with all Approved Change Orders: \$270,163.00	Agreement Time with all Approved Change Orders: January 1, 2022 through December 31, 2022

APPROVED: Bowles Metropolitan District	APPROVED: Colorado DesignScapes, Inc., a Colorado corporation
By:	By:
District	Consultant



2021 Base contract	\$259,773.00
2022 4% increase	\$10,390.00
2022 Base contract price	\$270,163.00

Hourly Rates for supplemental services

Supervisor on Site	\$ 100.00 / hour
Landscape Labor	\$ 55 / hour
Irrigation Technician	\$ 75 / hour
Irrigation General Labor	\$ 55 / hour
Front End Loader w/ operator	\$ 210 / hour
Skid Steer Loader w/ operator	\$ 95 / hour
Dump Trucks	\$ 125 / hour
Delivery Fee	\$ 135 / ea
After hours Emergency	\$ 125 Service Call
Snow Delineators installed	\$5.00 each and \$55 / hr. to install
Hand shoveling	\$55 / hour
Snow blower	\$65 / hour
ATV w/ plow	\$75 / hour
Truck with plow	\$100 / hour
Skidsteer with pusher	\$90 / hour
Front end loader with pusher	\$195 / hour
Ice melt	\$1.10 / per pound
Ice Slicer	\$265 / ton

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2021, by and between BOWLES METROPOLITAN DISTRICT (“BMD”) and GRANT WATER AND SANITATION DISTRICT (“GWSD”), both quasi-municipal corporations and political subdivisions of the State of Colorado, organized and acting pursuant to Article 1 of Title 32, Colorado Revised Statutes, as amended.

RECITALS

WHEREAS, BMD was organized and established in 1987 to provide for the construction of water and sewer facilities, including storm drainage, streets and associated improvements, safety facilities, park and open space facilities and mosquito control; and

WHEREAS, BMD is responsible for the maintenance for certain parks and open space; and

WHEREAS, GWSD was organized and established in 1964 for the purpose of supplying water and sanitary sewer service; and

WHEREAS, GWSD maintains its own sanitary sewer collection and underdrain collection system to provide services to its customers; and

WHEREAS, Section 18(2)(a) of Article XIV of the Constitution of the State of Colorado and Title 29, Article 1, Part 2 of Colorado Revised Statutes, as amended, authorize and enable political subdivisions of the State of Colorado to cooperate or contract with one another to provide any service lawfully authorized to each of the cooperating or contracting governments, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, GWSD and BMD both acknowledge that all land within the BMD service boundary is also within the GWSD service boundary; and

WHEREAS, GWSD has various utility easements throughout BMD property for its sanitary sewer collection and underdrain collection system; and

WHEREAS, GWSD’s easements (enclosed as Exhibit B) grant it the rights ~~to trim, cut down and clear away any buildings, trees, brush, woody plants and nursery stock in as described in~~ the easement documents in Exhibit B; and

WHEREAS, BMD and GWSD have created a joint easement committee, comprised of two members from each district, to facilitate the development of mutually agreeable procedures for the removal of any buildings, trees, brush, woody plants and nursery stock currently located within GWSD easements, and ~~procedures~~ for the planting of new trees, brush, woody plants and nursery stock, if any, in GWSD easements and in temporary access easements to the GWSD easements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties covenant and agree as follows:

1. Effective Date. This Agreement shall be effective as of ~~the date first written above~~ January 1, 2022.

2. Termination Date. This Agreement shall terminate upon the occurrence of any one or more of the following: 1) exclusion of BMD from GWSD; 2) or upon the dissolution of BMD or GWSD; or 3) the delivery of a written notice of termination from one party to the other party pursuant to a ninety (90) day notice before the anniversary of the Effective Date. This Agreement will renew annually unless notice is given by a party; the receipt of which by the receiving party shall trigger the right of GWSD to clear all easements subject to this Agreement of all trees, shrubs, fences, landscaping, structures or any other encroachment in violation of the easement.

3. New Plantings. BMD agrees that it will not install any new buildings or plant any additional trees, brush, woody plants or nursery stock within the GWSD easements without prior review and approval by GWSD.

4. Five-Year Removal Plan~~Removal of Plantings.~~ BMD and GWSD agrees to a five-year plan for the removal of trees and any other plantings within the GWSD easements contained within the BMD boundary. The five-year plan will set forth the specific easement encroachments to be mitigated during each year for five years and the agreement between the parties as to how the mitigation will be accomplished. If BMD fails to meet the mitigation requirements for any given year set forth in the plan, GWSD reserves the right to remove all trees and plantings within the easement or easements subject to the given year's mitigation plan. A copy of the five-year plan is attached to this Agreement as Exhibit A. that over a five year period beginning on the date of this Agreement, it The parties agree to review and update the five year plan each year.

4.5. GWSD will not remove any ~~if mutually agreed upon~~ trees, brush, woody plants or and nursery stock, at its sole expense, from any of the subject ~~if~~ GWSD easements within the BMD's property unless it is determined by GWSD that 1) an emergency exists or is imminent, and with notification to BMD; 2) access to the easement is blocked to the extent that reasonable access is no longer feasible, with BMD agreement; 3) BMD has failed to satisfy the conditions of the five year removal plan as set forth in Paragraph 4; or 4) this Agreement has been terminated under the conditions set forth in Paragraph 2. Mutual agreement of the parties shall be evidenced in writing in a manner determined by the parties.

5.6. Notice to BMD Community. GWSD agrees to notify and BMD agrees to jointly notify and the impacted residential community prior to any ~~trimming or~~ removal of trees, brush, woody plants or nursery stock located within the boundary of a GWSD easement.

6.7. Use of Joint Easement Committee. BMD and GWSD agree to utilize the joint easement committee as the vehicle for communication, discussion and agreement on the manner

and methods of compliance with this Agreement. BMD and GWSD agree to adhere to the communication protocols set forth by the Joint Easement Committee.

Commented [Legal1]: What is the communication prtocols

8. Cost-sharing Arrangement. BMD and GWSD agree to share the removal costs of any tree, brush, woody plant or nursery stock removed under the terms of this Agreement. Additionally, BMD and GWSD agree to share the costs of ~~any annual video or other inspection of the GWSD sewer or underdrain system conducted for the specific purpose of monitoring any root penetration or other blockage caused by a known violation of an easements not cleared as a result of this Agreement.~~ ~~BMD and GWSD further agree to cost share any liability imposed upon GWSD as a direct result of not clearing a tree or shrub located within an easement that was protected under the terms of this Agreement.~~

7-9. Conflicts of Interest. Any conflict of interest with the officers and directors of BMD or the officers and directors of GWSD shall be disclosed by the officer or director experiencing the conflict in the manner required by law.

8-10. Notices. All written notices under this Agreement shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to BMD:	Bowles Metropolitan District c/o Andrew Williams <u>Anna Jones and Nic Carlson</u>
	Clifton Larson Allen, LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

If to GWSD:	Grant Water and Sanitation District c/o Nicki Simonson Simonson & Associates P.O. Box 1239 Evergreen, CO 80437
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9-11. Rights of GWSD. Except to the extent GWSD has agreed herein to limit its rights and authorities set forth in its utility easements, this Agreement shall not be construed as a limitation on the statutory powers of GWSD and shall not in any manner modify or otherwise affect its rights or ability to perform its statutory or contractual obligations.

10-12. Assignment. No transfer or assignment of this Agreement or of any rights under it shall be made by either party without the prior written consent of the other. Consent shall not be unreasonably withheld.

11-13. Amendment. This Agreement may be amended only with the prior written consent of the parties. Such consent shall be evidenced through Any amendments shall be approved by

either 1) the written consent of all members of the Joint Easement Committee or 2) upon resolution of the Board of Directors of each district.

~~12~~14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon BMD and GWSD and their respective successors and assigns.

~~13~~15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

~~14~~16. Waiver. Any waiver or delay in enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. Any waiver or delay in enforcement of a breach of this Agreement shall not constitute a waiver of any terms of this Agreement.

~~15~~17. Entire Agreement. This Agreement contains the entire agreement between the parties concerning this subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the day and year first above written.

BOWLES METROPOLITAN DISTRICT

By: _____
Thomas Dougherty, President

ATTEST:

Secretary

GRANT WATER AND SANITATION DISTRICT

By: _____
Michael Cowan, President

ATTEST:

Secretary

