

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 13, 2022

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>
Tim LaPan	President	May, 2023
Donald W. Korte	Treasurer	May, 2025
Leigh C. Chaffee	Assistant Secretary	May, 2023
Linda Lutz-Ryan	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2025

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 notices.
- D. 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.

- E. Review and consider approval of minutes from the November 8, 2022, special board meeting (enclosure).
- F. Discuss and consider approval of 2023 insurance renewal. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado

Special Districts Property and Liability Pool and T. Charles Wilson Risk Management and authorize membership in the Special District Association.-

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$521,511.99 (enclosure).
- B. Review and consider approval of October 31, 2022 Unaudited Financial Statements (to be distributed).
- C. Consider approval of the engagement letter with Schilling & Co to prepare the 2022 Audit (to be distributed).
- D. Review and discuss DA Davidson Bond Financing Options (enclosure).

III. LEGAL MATTERS

- A. Legislative Report-
 - i. 2022 Legislative Memorandum (enclosure).
 - ii. Update regarding SB 21-262 Website Compliance.
- B. Consider approval of engagement with CRS for election duties (enclosure).
- C. Other.

IV. MANAGER MATTERS

- A. Operational Updates and Action Items –
 - 1. Landscape:
 - a. General Update.
 - b. Update on Hydro Systems KDI project and irrigation mapping.
 - c. Update on the gate valve project behind Belvedere.
 - 2. Davey Tree:
 - a. General Update (enclosure).
 - b. Consider approval of Proposal to Remove Debris and Brush from the Rookery in the amount of \$5,4000 (enclosure).

B. Consider approval of the following service agreements with District Consultants:

1. 2023 Service Agreement with Construction Done Right for General Maintenance (enclosure).
2. 2023 Service Agreement with Davey Tree for Plant Health Care (enclosure).
3. 2023 Task Order Services Contract with EcoResource Solutions for Pond and Water Quality Management (enclosure)
4. 2023 Service Agreement with Homestead Painting LLC for fence Repair and Staining (enclosure).
5. 2023 Service Agreement with Colorado DesignScapes for Landscape Maintenance (enclosure).
6. 2023 Service Agreement with Mulhern MRE, Inc. for Engineering Consulting Services (enclosure).
7. 2023 Work Order Contract with Rocky Mountain Pump & Controls for Pump House Maintenance (enclosure).

V. DISTRICT ENGINEER

- A. Update on parking lot repairs.
- B. Discussion on Signposts (enclosure).
- C. Ratified approval of Pay App No. 1 and Pay App No. 2 for Sunset Park Parking Lot Improvements (enclosure).
- D. Other.

VI. OTHER BUSINESS

- A. Other.

VII. ADJOURNMENT

The next regular meeting is scheduled for January 10, 2023 at 4:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
NOVEMBER 8, 2022

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, November 8, 2022, at 4:30 p.m., at the Village Center. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also, In Attendance Were:

Nic Carlson and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Johnny Jimenez and Ross Brown; Designscares Colorado Inc.
Paul LeFever; Grant Ranch Master HOA Manager
Derek Fox; Davey Tree
Alan Lee, Resident
Mike Podeyn, Resident

ADMINISTRATIVE MATTERS

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

The Board reviewed the agenda for the meeting.

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the agenda, as presented.

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

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Carlson 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.

RECORD OF PROCEEDINGS

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 10, 2022 Special Board Meeting: Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Minutes from the October 10, 2022 Special Board Meeting, as presented.

Resolution No. 2022-11-01 Regarding Annual Administrative Matters: Mr. Carlson reviewed the Resolution with the Board. Following review, upon a motion duly made by Director Chaffee, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approve Resolution No. 2022-11-01 Regarding Annual Administrative Matters, as presented.

Public Comment: Mr. Podeyn asked about the vegetation near the pump house. Discussion followed.

Mr. LeFever discussed the homeless activity, water season and his retirement beginning in February.

FINANCIAL MATTERS

Claims in the amount of \$105,368.71: Mr. Carlson reviewed the claims with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board accepted the Claims, as presented.

September 30, 2022 Unaudited Financial Statements: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the September 30, 2022 Unaudited Financial Statements, as presented.

Public Hearing on Amendment to 2022 Budget: Upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board opened the public hearing to consider an amendment to the 2022 Budget at 4:46 p.m.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

With no public comments received, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the

RECORD OF PROCEEDINGS

Board closed the public hearing to consider an amendment to the 2022 Budget at 4:46 p.m.

Mr. Carlson reviewed the need to amend the Capital Projects fund for the 2022 budget in the event that Chavez can complete the parking lot repairs.

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-02 to Amend the 2022 Budget.

Public Hearing on 2023 Budget: Upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board opened the public hearing to adopt the 2023 Budget at 4:47 p.m.

It was noted that Notice stating that the Board would consider adoption of the 2023 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

There were no public comments.

The Board reviewed the estimated 2023 expenditures and the proposed 2023 expenditures.

Upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board closed the public hearing to adopt the 2023 Budget at 4:53 p.m.

Upon motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the 2023 Budget, as discussed, and considered adoption of Resolution No. 2022-11-03 to Adopt the 2023 Budget and Appropriate Sums of Money. Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Jefferson County and Denver County not later than December 15, 2022. District Counsel was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2023.

Upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board appointed Director LaPan to sign the DLG70 Certification of Tax Levies.

Other: None.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Resolution No. 2022-11-04 Calling May 2, 2023 Election: The Board discussed the May 2, 2023 election. Following discussion, upon motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-04 Calling a May 2, 2023 Directors' Election which appointed Sue Blair as the Designated Election Official and authorized her to perform all tasks required for the May 2, 2023 Regular Election of the Board of Directors for the conduct of a mail ballot election.

Resolution Designating an Official Custodian for the Colorado Open Records Act: Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board adopted the Resolution Designating and Official Custodian for the Colorado Open Records Act and adopted the Rules Related to Requests for Inspection of Public Records Pursuant to Colorado Open Records Act.

Other: None.

MANAGEMENT MATTERS

Operational Updates and Action Items:

Landscape:

General Update: Mr. Jimenez provided an update to the Board.

Hydro Systems KDI Project and irrigation Mapping: Mr. Jimenez provided an update.

Discussion Regarding the Gate Valve Behind Belvedere: Following discussion, the Board directed Designsapes to dig out the valve and bring back a proposal to the December meeting.

Blue Beam Project Mapping Software: Mr. Jimenez review the use of the Blue Beam software with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the use of the Blue Beam project mapping software.

Irrigation Valve Replacement: Mr. Jimenez provided an update on the native tract irrigation and valve replacement. Following discussion, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved splitting the project into 2 phases split between 2023 and 2024 in the amount not to exceed \$100,000, subject to Director LaPan's review.

RECORD OF PROCEEDINGS

Davey Tree:

General Update: Mr. Fox provided an update to the Board noting he will be removing the Russian Olive Tree that was approved at the last meeting.

Deadwood in Rookery: Following discussion, the Board gave CLA direction to coordinate a meeting with the Bowles Reservoir Company. Mr. Fox will bring back a proposal in December.

Park Update:

Birding Improvement Proposal for Isthmus Park: Mr. Lee reviewed his proposal with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director LaPan and, upon vote, unanimously carried, the Board approved the Birding Improvement Proposal for Isthmus Park in the amount not to exceed \$1,500.

Irrigation Water Usage:

Irrigation/Water Use Spreadsheet: Mr. Carlson reviewed with the Board.

CliftonLarsonAllen LLP Statement of Work for 2023: Mr. Carlson reviewed with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statement of Work for 2023.

Other: None.

DISTRICT
ENGINEER

Other: None.

OTHER BUSINESS

Other: None.

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 Board adjourned the meeting at 5:30 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	03-02	Unique#	PROP-00000688	Fire Resistive	1	Replacement	Buildings:	\$ 0.00	\$107	\$	\$
Playground Equipment	Year Built:	1996	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Bowles Ave / Grant Ranch Blvd.	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$37,734.00			

Location / Premise#	05-01	Unique#	PROP-00107805	Fire Resistive	1	Replacement	Buildings:	\$ 0.00	\$226	\$	\$
Irrigation System/Pumps/Computer	Year Built:	2006	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
7069 W. Belmont Dr	Sq. Feet:		County:	Denver	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$80,000.00			

Location / Premise#	02-01	Unique#	PROP-00107803	Fire Resistive	1	Replacement	Buildings:	\$ 0.00	\$215	\$	\$
2 Metal Structures	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Grant Ranch Blvd & W Bowles Ave & S Jay	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$76,192.80			

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	04-01	Unique#	PROP-00107804	Modified Fire Resistive	1	Replacement	Buildings:	\$ 0.00	\$ 96	\$	\$
Weather Monitoring Systems	Year Built:	2001	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
7255 Grant Ranch Blvd	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$33,961.00			

Location / Premise#	09-01	Unique#	PROP-00107808	Noncombustible	1	Replacement	Buildings:	\$ 0.00	\$339	\$	\$
Irrigation Controls - 28 Units	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Various Locations - Map on File	Sq. Feet:		County:	Denver	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$120,000.00			

Location / Premise#		Unique#	PROP-00112532	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench / Concrete Pad	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
W. Grant Ranch Blvd & W. Prentice Ave (Westbound)	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$4,861.20			

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench & Concrete Pad	Year Built:	00112531	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
W. Grant Ranch Blvd & S Saulsbury Way (Eastbound)	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00		
							Otherwise Classified:	\$4,861.20		

Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench / Concrete Pad	Year Built:	00112520	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
7700 Block West Grant Ranch Blvd (Westbound)	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00		
							Otherwise Classified:	\$4,861.20		

Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench / Concrete Pad	Year Built:	00112533	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
W. Grant Ranch Blvd & W. Dorado Dr W (Eastbound)	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00		
							Otherwise Classified:	\$4,861.20		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00112534	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench / Concrete Pad	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
W. Grant Ranch Blvd & W. Sumac Ave (Eastbound)	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$4,861.20			

Location / Premise#		Unique#	PROP-00112535	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench / Concrete Pad	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
W. Grant Ranch Blvd & S. Jay Cir (Westbound)	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 8012	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$4,861.20			

Location / Premise#		Unique#	PROP-00112536	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 14	\$	\$
Bus Stop Bench & Concrete Pad	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00			
W. Grant Ranch Blvd & S. Jay Cir (Eastbound)	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			Otherwise Classified:	\$4,861.20			

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00113801	Not Assigned	3	Replacement	Buildings:		\$ 17	\$	\$
Picnic Tables	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
7282-7276 Grant Ranch Blvd	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Lakewood, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$6,131.00		

Location / Premise#		Unique#	PROP-00113803	Not Assigned	3	Replacement	Buildings:		\$927	\$	\$
Fencing (Wood & Rod Iron)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Throughout District	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Lakewood, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$328,275.00		

Location / Premise#		Unique#	PROP-00114677	Not Assigned	1	Replacement	Buildings:		\$424	\$	\$
Monument (East side of GRB and Bowles Ave)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Bowles Ave. / Grant Ranch Blvd.	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$150,000.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114680	Not Assigned	1	Replacement	Buildings:		\$ 46	\$	\$
Sunset Park - Picnic Tables (9)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$16,200.00		

Location / Premise#		Unique#	PROP-00114681	Not Assigned	1	Replacement	Buildings:		\$ 7	\$	\$
Sunset Park - Large Sign	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$2,500.00		

Location / Premise#		Unique#	PROP-00114682	Not Assigned	1	Replacement	Buildings:		\$ 85	\$	\$
Sunset Park - Benches (15)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$30,000.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114683	Not Assigned	1	Replacement	Buildings:		\$ 30	\$	\$
Sunset Park - Trash Cans (12)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$10,800.00		

Location / Premise#		Unique#	PROP-00114684	Not Assigned	1	Replacement	Buildings:		\$ 72	\$	\$
Sunset Park - Gazebo/Shade Structure	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$25,500.00		

Location / Premise#		Unique#	PROP-00114685	Not Assigned	1	Replacement	Buildings:		\$ 4	\$	\$
Sunset Park - BBQs (4)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$1,500.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	Unique#	PROP-00114686	Not Assigned	1	Replacement	Buildings:		\$ 3	\$	\$
Sunset Park - Pet Stations (4)	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Jay Circle	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$1,000.00		

Location / Premise#	Unique#	PROP-00114687	Not Assigned	1	Replacement	Buildings:		\$ 21	\$	\$
Blue Herron Park - Benches (6)	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Bowles Ave.	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$7,500.00		

Location / Premise#	Unique#	PROP-00114689	Not Assigned	1	Replacement	Buildings:		\$ 7	\$	\$
Blue Herron Park - Pet Station	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Bowles Ave.	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$2,500.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114690	Not Assigned	1	Replacement	Buildings:		\$ 21	\$	\$
Lolly Park - Picnic Tables (5)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & S. Reed Way	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$7,500.00		

Location / Premise#		Unique#	PROP-00114692	Not Assigned	1	Replacement	Buildings:		\$ 17	\$	\$
Lolly Park - Trash Cans (4)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & S. Reed Way	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$6,000.00		

Location / Premise#		Unique#	PROP-00114693	Not Assigned	1	Replacement	Buildings:		\$ 7	\$	\$
Lolly Park - Large Sign	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & S. Reed Way	Sq. Feet:			County:	Jeffers on	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$2,500.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114694	Not Assigned	1	Replacement	Buildings:		\$ 40	\$	\$
Isthmus Park - Benches (7)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Jay Circle & S. Ingalls	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$14,000.00		

Location / Premise#		Unique#	PROP-00114695	Not Assigned	1	Replacement	Buildings:		\$ 36	\$	\$
Isthmus Park - Picnic Tables (3)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Jay Circle & S. Ingalls	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$12,600.00		

Location / Premise#		Unique#	PROP-00114696	Not Assigned	1	Replacement	Buildings:		\$ 10	\$	\$
Isthmus Park - Trash Cans (2)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Jay Circle & S. Ingalls	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$3,600.00		



Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114698	Not Assigned	1	Replacement	Buildings:		\$ 7	\$	\$
Isthmus Park - Large Park Sign	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Jay Circle & S. Ingalls	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$2,500.00		

Location / Premise#		Unique#	PROP-00114699	Not Assigned	1	Replacement	Buildings:		\$ 28	\$	\$
Water Quality Monitoring Devices	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Jay Circle & W. Berry Ave.	Sq. Feet:			County:	Jefferson	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$10,000.00		

Location / Premise#		Unique#	PROP-00114700	Not Assigned	1	Replacement	Buildings:		\$ 56	\$	\$
Water Quality Monitoring Devices (2)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
W. Prentice Circle	Sq. Feet:			County:	Denver	Ded:	\$ 500.00	EDP:			
Denver, CO 80123	# Stories			Flood Zone:	Zone X			Business Inc:			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No			Excess Flood Applies: No				UG Pipes:			
								Otherwise Classified:	\$20,000.00		

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	Unique#	PROP-00114725	Not Assigned	1	Replacement	Buildings:		\$2,250	\$	\$
Fencing (10,622 linear feet)	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
Throughout district	Sq. Feet:		County:	Denver	Ded:	\$ 500.00	EDP:			
Denver/Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$796,684.04		

Location / Premise#	Unique#	PROP-00114726	Not Assigned	1	Replacement	Buildings:		\$ 15	\$	\$
Blue Herron Park - Roundabout Hardscaping	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
Grant Ranch Blvd. & Bowles Ave.	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$5,200.00		

Location / Premise#	Unique#	PROP-00114727	Not Assigned	1	Replacement	Buildings:		\$ 56	\$	\$
Roundabout Hardscaping	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:				
W. Grant Ranch Blvd. & Crestline Ave.	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			Business Inc:			
UG Pipes:										
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$20,000.00		



Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00114728	Not Assigned	1	Replacement	Buildings:		\$6,407	\$	\$
Trees	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Throughout district	Sq. Feet:			County:	Denver	Ded: \$ 500.00	EDP:				
Denver/Littleton, CO 80123	# Stories			Flood Zone:	Zone X		Business Inc:				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:				
							Otherwise Classified:		\$2,269,000.00		

Location / Premise#		Unique#	PROP-00114729	Not Assigned	1	Replacement	Buildings:		\$ 44	\$	\$
Asphalt (1,300 sq ft)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Throughout district	Sq. Feet:			County:	Denver	Ded: \$ 500.00	EDP:				
Denver/Littleton, CO 80123	# Stories			Flood Zone:	Zone X		Business Inc:				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:				
							Otherwise Classified:		\$15,600.00		

Location / Premise#		Unique#	PROP-00114730	Not Assigned	1	Replacement	Buildings:		\$5,930	\$	\$
Concrete (140,000 sq ft)	Year Built:			Term:	1/1/2022 to 12/31/2022		Contents:				
Throughout district	Sq. Feet:			County:	Denver	Ded: \$ 500.00	EDP:				
Denver/Littleton, CO 80123	# Stories			Flood Zone:	Zone X		Business Inc:				
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No			Excess Flood Applies: No			UG Pipes:				
							Otherwise Classified:		\$2,100,000.00		



Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	03-01	Unique#	PROP-00000687	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$424	\$	\$
Monuments	Year Built:	1996	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Bowles Ave / Grant Ranch Blvd.	Sq. Feet:		County:	Denver	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$150,000.00			

Location / Premise#	01-01	Unique#	PROP-00000689	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$127	\$	\$
Sunset Park - Basketball Courts	Year Built:	2009	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Grant Ranch Blvd & Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$45,000.00			

Location / Premise#	08-01	Unique#	PROP-00000686	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$233	\$	\$
Isthmus Park Gazebo	Year Built:		Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Jay Circle & Jay Dr.	Sq. Feet:		County:	Denver	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$82,633.00			

Property Schedule

Coverage Period: 1/1/2022-EOD 12/31/2022

Named Member:

Bowles Metropolitan District

Broker:

TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	01-02	Unique#	PROP-00000690	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 63	\$	\$
Sunset Park - Baseball Fence	Year Built:	2009	Term:	1/1/2022 to 12/31/2022		Contents:	\$ 0.00				
Grant Ranch Blvd & Jay Circle	Sq. Feet:		County:	Jefferson	Ded:	\$ 500.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Littleton, CO 80123	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$22,387.20			

Totals:	Buildings:	\$0.00	\$18,495.00	\$0.00	\$0.00
	Contents:	\$0.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$6,549,026.44			

Minimum Property Contribution: \$400

Bowles Metropolitan District
Claims
12/9/2022

Vendor Name	Invoice #	Invoice Date	Description	Amount
Alan Lee	Refund	11/15/2022	park improvements	545.68
Brownstein Hyatt & Farber	917225	12/6/2022	11 Services	152.21
CenturyLink	720-283-6976479B	11/1/2022	720-283-6976 479B	223.50
Chavez Services LLC	CW-2022-164	11/22/2022	10 concrete repairs-Retainage	(11,797.75)
Chavez Services LLC	CW-2022-164	11/22/2022	10 concrete repairs	235,955.00
Chavez Services LLC	CW-2022-170	12/8/2022	10 concrete repairs-Retainage	(6,106.90)
Chavez Services LLC	CW-2022-170	12/8/2022	10 concrete repairs	122,138.00
Clifton, Larson, Allen LLP	3483094	10/31/2022	10 management	13,352.82
Davey Tree	916370081	3/7/2022	03 04 Tree Removal	3,150.00
Davey Tree	916686001	6/10/2022	06 09 Tree Surgery	1,322.50
Davey Tree	916713878	6/17/2022	06 15-16 Tree Surgery	7,935.00
Davey Tree	916718581	6/20/2022	06 17 Tree Surgery	2,760.00
Davey Tree	916731504	6/22/2022	06 21 Tree Surgery	3,105.00
Davey Tree	916735887	6/23/2022	06 23 Tree Surgery	2,760.00
Davey Tree	916749546	6/27/2022	6/24 Tree Surgery	5,520.00
Davey Tree	916767891	6/30/2022	06/29 Tree surgery	3,680.00
Davey Tree	916777565	7/5/2022	07/01 Tree Surgery	2,760.00
Davey Tree	916850567	7/25/2022	07/25 Tree pruning	2,345.00
Davey Tree	916918609	8/12/2022	08/11 Tree pruning	13,070.00
Davey Tree	916922526	8/15/2022	08 12 Tree pruning	65,205.00
Davey Tree	916945922	8/23/2022	08 22 Tree Removal	7,700.00
Davey Tree	917021670	9/14/2022	09 13 Stump grinding	400.00
Davey Tree	917027640	9/16/2022	09 15 Stump grinding	3,830.00
Davey Tree	917032938	9/19/2022	09 16 Stump grinding	1,015.00
Davey Tree	917196007	11/10/2022	11 09 Tree removal	2,200.00
Dependable Portable Restrooms	3709	11/16/2022	portable restroom	600.00
Designscapes Colorado	119390	10/28/2022	Remote for irrigation clock	2,000.00
Designscapes Colorado	119881	11/10/2022	10 16 Irrigation Repair	834.75
Designscapes Colorado	119933	11/10/2022	Cell upgrade Rainmaster	9,486.00
Designscapes Colorado	119940	10/28/2022	Latch repairs on porta potty	450.00
Designscapes Colorado	120010	10/31/2022	Branch removal/mulch	2,790.00
Designscapes Colorado	120059	11/10/2022	Subscription to ICentral	542.00
Designscapes Colorado	120060	11/10/2022	Mapping software	600.00
Donald W. Korte	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	100.00
Donald W. Korte	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	(7.65)
EcoResource Solutions Inc.	16083	10/31/2022	10 Sampling/Testing	1,174.79
Environmental Systems Research Inst	94373885	11/21/2022	ArcGIS Online Creator/editor	700.00
Foothills Park & Recreation	34517	10/31/2022	10 Metro use	262.42
Ground Engineering Consultants Inc	224465	11/5/2022	10 Soil/Concrete testing	1,615.00
Icenogle Seaver Pogue	22620	10/31/2022	10 Legal	3,131.00
Icenogle Seaver Pogue	22768	11/30/2022	11 Legal	4,832.54
Leigh C. Chaffee	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	(7.65)
Leigh C. Chaffee	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	100.00
Linda Lutz-Ryan	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	(7.65)
Linda Lutz-Ryan	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	100.00
Mulhern MRE Inc	MMRE63210	11/15/2022	10 Engineering	5,177.18
Rocky Mountain Pump & Controls LLC	3285	11/23/2022	Final pump overview/winterization	525.00
Simmons & Wheeler P.C.	34213	10/31/2022	10 accounting	1,303.97
Thunderbird Lighting, LLC	1380	8/15/2022	Lighting repair	145.00
Timothy LaPan	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	(7.65)
Timothy LaPan	Meeting 12-13-22	12/13/2022	12 13 22 Director Fee	100.00
UNCC	222100208	10/31/2022	10 transmissions	1,562.60
Wastewater Management Division	913218010000	11/30/2022	5363 S Harlan Way	190.28
			Total	521,511.99

BOWLES METROPOLITAN DISTRICT SUMMARY OF FINANCING OPTIONS

	EXISTING DEBT: Series 2013 General Obligation Bonds	Refund for Present Value Savings		Refund to Lower Mill Levy
		SCENARIO 1: Rated and Insured Refunding Bonds (Same Final Maturity)	SCENARIO 2: Refunding Bank Loan (Same Final Maturity)	SCENARIO 3: Rated and Insured Refunding Bonds (New 30-year Maturity)
Structure Overview	Existing debt consists of investment grade rated and bond insured serial and term bonds with a 2034 maturity	Investment grade rated and insured current interest bonds sold in the primary market ¹	Fully amortizing loan privately placed with a commercial bank selected by the District through a competitive RFP process	Investment grade rated and insured current interest bonds sold in the primary market ¹
Estimated Closing Date	N/A	September 2023	September 2023	September 2023
Par Amount	\$23.0mm (original par) \$17.0mm (outstanding as of 12/31/2021)	\$14.3mm	\$15.2mm	\$14.6mm
Estimated Current Interest Rate or TIC	4.29% (TIC)	3.77% (estimated current rates)	4.50% (estimated current rates)	4.76% (estimated current rates)
Final Maturity	2034	2034 (11-year maturity; same as existing debt)	2034 (11-year maturity; same as existing debt)	2053 (new 30-year maturity)
Call Options	Bonds maturing on or after December 1, 2024 are subject to redemption (no penalty) on December 1, 2023	10-year call protection	Current market is 5-7-year no call period	10-year call protection
Estimated Debt Service Mill Levy	~21.9 mills	~21.9 mills	~22.3 mills	~10.6 mills
Estimated PV Savings	N/A	\$564k (3.50% of refunded bonds)	-\$2k (-0.01% of refunded bonds) ²	-\$510k (-3.20% of refunded bonds)
Comments	N/A	<ul style="list-style-type: none"> - Greatest savings under current market conditions, but no reduction in mill levy - A decrease of 100 basis points by the refunding date of September 2023 results in ~20.1 debt service mills and 9.56% NPV savings 	<ul style="list-style-type: none"> - Estimated current rates result in negative savings and an increase in the required debt service mill levy - A decrease of 100 basis points by the refunding date of September 2023 results in ~21.0 debt service mills and 5.60% NPV savings - Less interest rate risk, simpler transaction 	<ul style="list-style-type: none"> - Property taxes reduced to ~10.6 mills, even in current market, although no present value savings - Reduced property taxes attributable to a new 30-year term - A decrease of 100 basis points by the refunding date of September 2023 results in ~9.4 debt service mills and 2.11% NPV savings

1 Rates underwritten assume bond insurance and an A- underlying rating.
2 The GFOA recommends refinancing where savings are 3% or greater.



ICENOGL SEAVR POGUE

MEMORANDUM

TO: Board of Directors, Managers, and other District Representatives

FROM: Icenogle Seaver Pogue, P.C.

DATE: July 22, 2022

RE: Summary of 2022 Legislation

INTRODUCTION

The Second Regular Session of the Seventy-Third General Assembly of the State of Colorado (the “General Assembly”) convened on January 12, 2022 and adjourned on May 11, 2022. This memorandum summarizes certain bills enacted into law in 2022 that may impact special districts, either directly or indirectly. The Colorado Revised Statutes (“C.R.S.”) should be consulted for the complete statutory requirements of the legislation discussed herein.

SPECIAL DISTRICTS

Concerning Special District Director Retirement Benefits

HB 22-1087

House Bill (“HB”) 22-1087 excludes a special district director who began his or her service on or after July 1, 2022 from becoming eligible for membership in the Public Employees’ Retirement Association due to the director’s service as a director. HB 22-1087 took effect on March 24, 2022.

Dissolution of Special Districts

HB 22-1097

Current law allows for municipalities and regional service authorities to file an application for dissolution with a special district’s board of directors. HB 22-1079 expands current law to allow for the board of county commissioners to file with a special district’s board of directors an application for dissolution of the special district if the special district is wholly located in the boundaries of one county. If the special district is located within two or more counties, the board of county commissioners of each county may jointly file the application. After receiving the application, the board of directors are to promptly and in good faith, take the necessary steps to dissolve the district. In addition, HB 22-1079 allows for a board of county commissioners and a special district that is wholly within the county’s boundaries and that has no financial obligations or outstanding debt to mutually consent to dissolution of the special district via court order dissolving the special district without an election. Finally, if more than eighty-five percent (85%) of the special district lies within one or more municipalities, the governing bodies of all such

municipalities also must consent to dissolution via court order without an election. HB 22-1097 will take effect on August 9, 2022, assuming no referendum petition is filed.

TAXATION

Correction Property Tax Disclosure Info

SB 22-164

Senate Bill 22-164 corrects an incorrect statutory reference in the current law by substituting county assessor with county treasurer as the entity that issues property tax certificates. No other changes were made other than correcting the proper entity. Senate Bill 22-164 took effect on May 6, 2022.

2023 and 2024 Property Tax

SB 22-238

Senate Bill (“SB”) 22-238 reduces certain property tax assessment rates and taxable valuations for the 2023 and 2024 tax years and requires that the state government reimburse local governments for a portion of the resulting property tax revenue reductions. The impact of SB 22-238 on a special district will depend on (i) the type of special district, (ii) the district’s existing authority to adjust its mill levy to account for the changes set forth in SB 22-238, and (iii) the county where the special district is located. Below is an illustration of the changes set forth in SB 22-238:

Defined Terms For Purposes of this Illustration:

- Adjusted Actual Value =
 - Non-residential = Actual Value – (lesser of \$30,000 OR amount necessary to reduce assessed valuation to \$1,000)¹
 - Residential = Actual Value – (lesser of \$15,000 OR amount necessary to reduce assessed valuation to \$1,000)
- Assessed Valuation = Assessment rate * Actual Value (or Adjusted Actual Value, if applicable)
- Additional State Revenue = lesser of \$240M or total amount of state revenues exceeding TABOR limits which must be refunded to taxpayers (including projected refunding amounts for state fiscal year commencing July 1, 2022 and then for property tax year commencing January 1, 2023)

Taxable Category	Tax Year 2022	SB 22-238 Rate	Tax Year
Nonresidential (Lodging)	29%	27.9% of Non-Residential Adjusted Actual Value	2023
		29% of the Actual Value	2024 and thereafter

¹ The bill directs assessors to apply assessment rates to the actual value of residential property, less \$15,000, and to the actual value of certain nonresidential property, less \$30,000, so long as these subtractions do not cause the valuation for assessment of the property to fall below \$1,000.

Nonresidential (Agriculture or Renewable Energy)	26.4% ²	26.4% of Actual Value	2022, 2023, and 2024
		29% of Actual Value	2025 and thereafter
Nonresidential (Improved Commercial)	N/A (this is a new taxable category)	27.9% of Nonresidential Adjusted Actual Value	2023
		29% of Actual Value	2024 and thereafter
Nonresidential – Other (non-specified ³)	29%	27.9% of Actual Value	2023
		29% of Actual Value	2024 and thereafter
Residential (Multifamily)	6.8% ⁴	6.765% of Residential Adjusted Actual Value ⁵	2023
		6.8% of Actual Value	2024
		7.15 of Actual Value	2025 and thereafter
Residential (Other)	6.95%	6.765% of Residential Adjusted Actual Value ⁶	2023
		% calculated per Section 39-1-104.4 (% necessary to equal local government property tax reductions of \$700M in 2023 and 2024) ⁷	2024
		7.15% of Actual Value	2025

The following excerpts are from the SB 22-238 Revised Fiscal Note, dated May 5, 2022 (“Fiscal Note”):

- The bill requires each county treasurer calculate the 2023 property tax revenue reduction to local governments in their county, other than school districts, as a result of the changes to property tax assessment in the bill. Calculations are submitted to the property tax administrator, who may request additional information to verify their accuracy. Upon receipt of the correct amount for each county, the state treasurer will reimburse local governments as follows:
 - For municipalities, water districts, fire protection districts, sanitation districts, and library districts in counties with over 300,000 people:
 - for jurisdictions where total assessed values for property taxation grew

² This rate was historically 29% but was decreased to 26.4% by SB 21-293.

³ Applies to all other nonresidential property not specified in §§ 39-1-104(1), (1.8)(a), and (1.8)(b)(I), C.R.S. (*i.e.*, all nonresidential other than lodging, agriculture or renewable energy, and improved commercial)

⁴ This rate was 7.15% but was decreased to 6.8% for tax year 2022 by SB 21-293.

⁵ §39-1-104.3, C.R.S.

⁶ §39-1-104.3, C.R.S.

⁷ On or before March 31, 2024, the State Property Tax Administrator must provide a report to the legislature with the required calculation equaling \$700M.

- by at least 10 percent between 2022 and 2023, 90 percent of the revenue reduction; and
- for jurisdictions where total assessed values for property taxation grew by less than 10 percent between 2022 and 2023, 100 percent of the revenue reduction; and
- For county government and special districts other than water districts, fire protection districts, sanitation districts, and library districts in counties with over 300,000 people, 65 percent of the revenue reduction.
- Nine counties are projected to have populations over 300,000, including: Adams; Arapahoe; Boulder; Denver; Douglas; El Paso; Jefferson; Larimer; and Weld.

This bill took effect on May 16, 2022.

Modifications to Severance Tax

HB 22-1391

The State imposes a severance tax on nonrenewable natural resources that are removed from land including metallic minerals, molybdenum, oil, gas, and coal. The majority of all severance tax collections is from oil and gas production. Current law allows a credit against the severance tax on oil and gas equal to 87.5% of all ad valorem taxes paid to local governments, including special districts, on oil and gas leaseholds and lands, except those imposed on equipment and facilities used for production, transportation, and storage and those paid on stripper wells. Because the credit is a function of property taxes paid, there is generally at least a one-year lag between when production actually occurs and the when the credit is claimed. To address this issue, HB 22-1391 modifies the ad valorem credit allowed on the State's severance tax on oil and gas. Effective January 1, 2025, the ad valorem tax credit will be calculated on a per-well basis using the following formula:

$$0.7656 \times \text{Gross Income}^8 \times \text{Total Mill Levy}^9$$

In 2021, the Governor signed SB 21-281 into law which requires new metropolitan districts organized on or after July 1, 2021, to pay the State an amount equivalent to the total oil and gas severance tax credits associated with property taxes collected from oil and gas. The impact of the revised severance tax credit calculation on metropolitan districts required to pay the State for oil and gas severance tax credits is still being evaluated.

In addition, HB 22-1391 established a working group consisting of several directors of different departments (including the Office of State Planning and Budgeting, Department of Revenue, Natural Resources, Education and Local Affairs) to develop an implementation plan concerning additional changes to the state severance tax through July 1, 2024. HB 22-1391 takes effect on August 9, 2022, assuming no referendum petition is filed.

⁸ Gross income attributable to the well for the current taxable year.

⁹ Total of all mill levies, fixed not later than December 22 of the preceding calendar year pursuant to Section 39-1-111, C.R.S., by all local governments for property at the well's location.

ELECTIONS

Ballot Measure Campaign Finance

SB 22-237

SB 22-237 makes changes to the laws governing issue committees and contribution limits under the Fair Campaign Practices Act (“FCPA”). More specifically, SB 22-237 modifies the definition of “major purpose” which is used to determine if an organization has acted as an issue committee and made financial contributions in support or opposition of a ballot issue. SB 22-237 further amends the FCPA by expanding the definition of “earmark” to include an independent expenditure that supports or opposes a candidate, is used for electioneering communication, or is an expenditure greater than \$1,000. Finally, SB 22-237 requires individuals who contribute over \$5,000 in support or opposition of ballot issues to disclose the amount and purpose of the expenditure to the Secretary of State within 48 hours. SB 22-237 took effect on June 7, 2022.

The Vote Without Fear Act

HB 22-1086

Subject to certain exceptions, HB 22-1086 makes it illegal for any person to openly carry a firearm within a polling location, within 100 feet of a drop box, or within 100 feet of any building in which a polling location is located. This prohibition applies to the day of an election, as well as during the time when voting is permitted for any election. Additionally, HB 22-1086 requires that the designated election official visibly place a sign notifying persons of the 100 foot no open carry zone for firearms. HB 22-1086 also extends this prohibition to a central count facility during any ongoing election administration activity. Finally, HB 22-1086 makes clear that a person who violates the prohibition is guilty of a misdemeanor and upon conviction is subject to a fine, imprisonment in county jail, or both. HB 22-1086 took effect on March 30, 2022.

Public Official Reporting Requirements Modification

HB 22-1156

HB 22-1156 modifies the deadline for political candidates to file a campaign expenditure report to 35 days instead of the current 30-day deadline. In addition, HB 22-1156 also exempts candidates seeking reelection from filing an additional disclosure statement if the incumbent has filed an annual report as required by Section 24-6-202(2), C.R.S. HB 22-1156 will take effect on August 9, 2022, provided no referendum petition is filed.

EMPLOYMENT

Workers’ Compensation Injury Notices

HB 22-1112

HB 22-1112 extends the timeframe for an employee to notify their employer about an on-the-job injury from 4 days to 10 days and updates the public signage regarding workers’ compensation that must be displayed. HB 22-1112 will take effect on August 9, 2022, provided no referendum petition is filed.

MISCELLANEOUS

Resources for Volunteer Firefighters

SB 22-002

SB 22-002 allows for the economic support of local fire departments, including fire protection districts and metropolitan districts that provides fire protection, through reimbursements, a grant program, and a health benefit trust. The funds provided are to be used for wildland fire suppression activity reimbursements, including replacement equipment costs and volunteer firefighter compensation, as well as to fund the replacement or disposal of equipment and a behavioral benefits trust for firefighters. SB 22-002 took effect on June 3, 2022.

State Entity Authority for Public-Private Partnerships

SB 22-130

SB 22-130 allows certain state public entities¹⁰ to enter into public-private partnerships with private partners to develop or operate a “public project”¹¹ subject to oversight and approval by the Department of Personnel and Administration. “Private partners” as defined in SB 22-130 includes “local governments” but does not further define this term.¹² Various other sections of Title 24 include special districts within the definition of “local governments.” Therefore, it is arguable that special districts fall within the scope of the definition “local governments” as used in SB 22-1130. This may allow for greater coordination between special districts and state public entities but will also add additional administrative barriers and state oversight to coordinated public projects. This bill took effect on May 26, 2022.

Municipal Bond Supervision Advisory Board

SB 22-142

In 1991, the Colorado Municipal Bond Supervision Advisory Board was created to provide expertise and advice to the State’s Securities Commissioner regarding the State’s regulation and oversight of municipal bonds issuance. SB 22-142 repeals the Municipal Bond Supervision Advisory Board, effective August 9, 2022, assuming no referendum petition is filed.

¹⁰ “State public entity” means any department, agency, or subdivision of the executive branch of state government; except that state public entity does not include certain state entities that already have specific statutory authority to enter into public private partnerships. *See* C.R.S. § 24-94-102(10).

¹¹ “Public project” means any construction, alteration, repair, demolition, or improvement of any *state-owned* land, building, structure, facility, asset, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety, and any maintenance programs for the upkeep of such projects. The definition specifically includes but is not limited to a project to civic, child care, utility, telecommunication, cultural, recreational, or educational facilities or services. C.R.S. § 24-94-102(9) (emphasis added).

¹² “Private Partner” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, *local government*, other private business entity, or any combination thereof. C.R.S. § 24-94-102(6) (emphasis added).

Sensitive Species Data and Public Records

SB 22-169

SB 22-169 permits the custodian of public records to deny inspection of records containing data or information that reveals the specific location or could be used to determine the specific location of (i) a plant species as a Colorado plant of greatest conservation need in Colorado’s state wildlife action plan; (ii) an individual animal or a group of animals; or an individual animal’s or group of animal’s breeding or nesting habitat. SB 22-169 will take effect on August 9, 2022, assuming no referendum petition is filed.

Homeowners Associations Prohibited from Regulating Use of Public Rights-of-way **HB 22-1139**

Section 38-33.3-106.5 of the Colorado Common Interest Ownership Act (“CCIOA”) prohibits homeowners’ associations from adopting certain rules and regulations that are contrary to public policy. HB 22-1139 amends this section of CCIOA and provides that an association shall not prohibit the use of a public right-of-way in accordance with a local government’s ordinance, resolution, rule, franchise, license, or charter regarding use of the public right-of-way. HB 22-1139 also prohibits an association from requiring that a public right-of-way be used in a certain manner. Because many metropolitan districts provide covenant enforcement services for associations, covenants should be reviewed for any provisions that may violate HB22-1139. HB 22-1139 will take effect on August 9, 2022, assuming no referendum petition is filed.

Local Firefighter Safety Resources

HB 22-1194

HB 22-1194 makes a transfer of \$5 million to the Local Firefighter Safety and Disease Prevention Fund. The transfer allows the department to purchase protective equipment, fund training, and reimburse local governments, including fire protection districts and metropolitan districts that provides fire protection, and volunteer firefighters for the cost of protective equipment and training. There is no requirement for a grant application nor a peer review process for funds to be distributed. In the event that the Department of Public Safety (“DPS”) is unable to spend all of the funds, the department may use funds for any currently authorized purpose of the firefighter safety grant program. HB 22-1194 took effect on March 1, 2022.

State Grants Investments Local Affordable Housing

HB 22-1304

HB 22-1304 creates two housing-related grant programs in the Department of Local Affairs (“DOLA”): the Local Investments in Transformational Affordable Housing Grant Program (“LITAH”) and Infrastructure and Strong Communities Grant Program (“ISC”).

The LITAH program provides grants to certain governmental entities (including special districts) or nonprofit organizations for affordable housing initiatives. These initiatives include the development and integration of infrastructure tied to an affordable housing development inclusive of funding for capital constructive and infrastructure design. DOLA must establish policies and procedures for the LITAH program by September 1, 2022.

The ISC program requires that the Division of Local Government within DOLA, the Colorado Energy Office, and the Department of Transportation develop a list of sustainable land use practices and provide grants to local governments for investments in infill infrastructure projects that support affordable housing. HB 22-1304 took effect on June 1, 2022.

Towing Carrier Nonconsensual Tows

HB 22-1314

HB 22-1314 generally imposes limitations and obligations on towing companies and owners of private property that must be followed prior to the nonconsensual towing of a vehicle from private property. Because HB 22-1314 applies to private property there is likely no impact on most special districts. However, private property is not defined for purposes of HB 22-1314 and some special districts may be providing covenant enforcement on property that is privately owned, as such, special districts that are or may in the future engage in towing are encouraged to discuss this bill and other legal considerations related to towing with legal counsel. HB 22-1314 goes into effect on August 9, 2022, assuming no referendum petition is filed.

ELECTION SERVICES AGREEMENT

This **ELECTION SERVICES AGREEMENT** (the “Agreement”) is entered into effective as of the 13th day of December, 2022, by and between the **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC**, a Colorado limited liability company (the “Consultant”), (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Denver and Jefferson County, Colorado; and

WHEREAS, the District is governed by an elected Board of Directors comprised of eligible electors of the District (the “Board”); and

WHEREAS, the Board currently includes five (5) members elected to staggered terms; and

WHEREAS, the terms of office for three (3) members of the Board shall expire after their successors are elected at the next regular special district election scheduled to be held on May 2, 2023 (the “Election”); and

WHEREAS, elections may be held pursuant to the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Code”) (the Act, Uniform Code, and Local Government Code are collectively referred to herein as the “Election Laws”) for the purpose of 1) electing members of the Board and 2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, in accordance with the Election Laws, an election must be conducted to elect to the Board of the District three (3) Directors to serve for terms of four years and zero (0) Directors to serve terms of two years; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the number of Directors to be elected to the Board of the District may increase following the execution of this Agreement should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the election; and

WHEREAS, the District desires to retain the Consultant, in the capacity of an independent contractor, to manage and conduct all of the District’s affairs and requirements with respect to the Election (as further defined herein, the “Election Services”); and

WHEREAS, the Consultant has experience in providing the types of services required by the District and desires to provide the Election Services; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which the Consultant will provide the Election Services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. APPOINTMENT OF CONSULTANT. The District hereby retains the Consultant, and the Consultant agrees to perform the Election Services for the District pursuant to the terms and conditions set forth herein.

2. TERM. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire on July 1, 2023 or upon earlier termination as provided herein. Extensions of this Agreement may take the form of letter agreements signed by all Parties.

3. ELECTION SERVICES. The Consultant shall manage, conduct, and provide for all of the District's affairs and requirements with respect to the Election, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Election Services"). The Consultant shall provide the "Additional Election Services" described in **Exhibit A-1**, attached hereto and incorporated herein by this reference, only as deemed necessary by the District. The Consultant shall obtain approval from the District prior to providing any services that vary from the Election Services set forth herein. The Election Services may be provided by one or more employees or principals of the Consultant.

4. GENERAL DUTIES AND AUTHORITY. In connection with the Election Services, the Consultant agrees to:

A. Provide all Election Services in a good and workmanlike manner using that degree of skill and knowledge customarily employed by others performing similar services in the Denver metropolitan area and in accordance with any and all specifications authorized or ratified by the Board.

B. Furnish, or cause to be furnished, all labor, materials, equipment and accessories, as necessary, to provide such Election Services.

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

D. 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, unless approved in accordance with Paragraph 5 below.

5. GENERAL LIMITATIONS AND REQUIREMENTS. The Consultant shall perform the duties and have the authority specified in Paragraphs 3 and 4 above. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an 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 as reflected in the meeting minutes of the Board. The Consultant shall at all times conform to the stated policies established and approved by the District.

6. COMPLIANCE WITH APPLICABLE LAWS. The Consultant shall provide the Election Services set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. The Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Election Services to be provided under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS. The Consultant is and shall be considered an independent contractor under this Agreement. Nothing contained herein shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the District, nor shall the Consultant be deemed or considered as a partner or agent of the District. The Consultant shall have full power and authority to select the means, manner and method of performing its duties under this Agreement without detailed control or direction of the District, except as set forth in this Agreement. It shall be the Consultant's responsibility as an independent contractor to pay any and all taxes on payments which it receives under this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

8. COMPENSATION.

A. Compensation Amount. The District shall compensate the Consultant for the Election Services performed pursuant to this Agreement, subject to the District's annual appropriations and in accordance with and subject to all of the conditions of this Agreement, based upon unit prices and hourly rates set forth in **Exhibit B**. Any Additional Election Services deemed necessary by the District and thereafter performed by the Consultant are subject to the hourly rates set forth in Exhibit B.

B. Monthly Reports and Payments. The Consultant shall submit to the District a monthly report, in a form acceptable to the District, which describes the Election Services performed and summarizes costs paid to date by the District (if applicable) and the amount currently due to the Consultant. The Consultant shall submit its report together with its invoice to the District by the 5th day of each month for Election Services completed in the preceding month. The Board shall review and approve all invoices received for payment at the next meeting of the Board. The District reserves the right to evaluate all

Election Services completed and invoiced for payment. In the event Election Services are not accepted for payment by the District, the terms of Paragraph 8(C) hereof shall apply.

C. Evaluation of Services. The District may evaluate the Election Services provided at any time throughout the term of this Agreement and shall notify the Consultant if, in the District's discretion, any or all of the Election Services are not provided in accordance with this Agreement. Failure by the Consultant to properly provide the Election Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to the Consultant. The Consultant shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If the Consultant fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorneys' fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by the Consultant, the District may hire a third party to complete the Election Services, and the Consultant agrees to pay all additional costs incurred for completion of the Election Services by a third party.

D. Expenses. The Consultant shall be 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 Paragraph 8(A) above unless such expenses are approved for reimbursement in advance by the District in writing. The Consultant shall not charge the District any other fee for use by the District of the Consultant's offices, personnel, or overhead except as agreed in advance by the District in writing.

9. TERMINATION NOT FOR CAUSE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Election Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with the provisions hereof, for Election Services performed up to the termination and unpaid at termination.

10. LIABILITY OF THE DISTRICT. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

11. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION. 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 are subject to annual budgeting and appropriations.

12. NOTICES. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, or sent via

First Class U.S. Mail, postage prepaid and return receipt requested, and addressed to the Parties at the information set forth below.

If to the District: Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 7390 E. Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Attn.: Anna Jones
 E-mail: Anna.Jones@clacconnect.com

Copy to: Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Phone: (303) 867-3007
 E-mail: ACorley@isp-law.com

If to the Consultant: Community Resource Services of Colorado, LLC
 7995 East Prentice Avenue, Suite 103E
 Greenwood Village, CO 80111
 Attn: Sue Blair
 Phone: (303) 381-4960
 E-mail: sblair@crsofcolorado.com

Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other party in the manner provided in this Paragraph.

13. INDEMNIFICATION. The Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant or any of its subcontractors, agents or employees, in connection with this Agreement and/or the Election Services provided hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant, its employees, subcontractors, agents or employees, or the agents or employees of any subcontractors which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District pursuant to this Agreement shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act. Provided, however, that such Consultant shall not be liable for any

claim, loss, damage, injury or liability arising out of negligence of the District, its directors, employees, agents and consultants. The obligations of the indemnifications extended by the Consultant to the District under this Paragraph shall survive termination or expiration of this Agreement.

14. INSURANCE. The Consultant shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage and comprehensive general liability insurance coverage, from companies licensed in the State of Colorado, as will protect itself, the District and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Consultant's acts, errors or omissions. To provide evidence of the required insurance coverage, copies of Certificates of Insurance shall be furnished to the District.

15. RECORD KEEPING REQUIREMENT. The Consultant shall maintain all records and documents relating to this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant's costs and expenses under this Agreement. The Consultant shall make these records and documents available to the District, at the Consultant's office, at all reasonable times, without any charge. If accepted by the District, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

16. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including but not limited to all plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Election Services are completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Election Services or at the time of termination of this Agreement, whichever event first occurs, and shall be provided to the District's successor or to any subsequent owners, only with the District's express permission. The Consultant shall maintain copies on file of any such work product involved in the Election Services for three (3) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which Consultant must retain copies of all work product involved in the Election Services, the District may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

17. PERSONS 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 Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

18. MODIFICATION. This Agreement may be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

19. ASSIGNMENT. The Consultant shall not assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District shall provide written consent only upon assurance from the Consultant that each proposed subcontract is evidenced in writing and contains all pertinent provisions and requirements of this Agreement. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

20. SEVERABILITY. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

21. 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.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Douglas County District Court.

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

24. INTEGRATION. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

25. HEADINGS FOR CONVENIENCE ONLY. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

Leigh Chaffee, Assistant Secretary

**COMMUNITY RESOURCE SERVICES OF
COLORADO, LLC**

By: Sue Blair
Its: Chief Executive Officer

ATTEST:

EXHIBIT A

Election Services

The Election Services to be provided by the Consultant may include, but are not limited to, the following.

ACTION
Inform Clerk and Recorder of election and participation/non participation
Prepare call for nominations for review by legal counsel/publish, mail, e-mail and/or post as required prior to deadline
Provide, verify, and process Self-Nomination and Acceptance Forms and notify candidates of sufficiency or insufficiency of the same
Determine order of candidates on ballot
Certify order and ballot content
File nomination petitions with Secretary of State
Prepare and file mail ballot plan
Identify UOCAVA voters
Prepare and send ballots to UOCAVA voters
Provide election judges and training
Obtain and maintain permanent absentee voter list
Order registration and property owners records/prepare list of eligible voters for mail ballots/submit to legal counsel for review
Prepare ballots in accordance with statute
Prepare notice of election for review by legal counsel/publish prior to deadline/transmit to Clerk and Recorder
Mail ballots available for “inactive” persons
Mail ballots to each active registered elector and eligible elector
Monitor campaign and political finance filings
Provide polling place/mail ballot drop off location/walk in voting location(s) and signs therefor as required by the Election Laws
Appoint canvass board
Provide ballots for absentee voters and in-person voters
Provide instruction cards and necessary Election Services materials
Count ballots/provide Election Day services including posting of election abstract
Conduct canvass board meeting
File certified statement of results with Division of Local Government and individuals elected to office
Work with legal counsel to complete “post election” filings Prepare Certificate of Election Results Oaths for new directors
Additional election services as requested

EXHIBIT A-1

Additional Election Services

The Additional Election Services may include, but are not limited to, the following:

FOR RECOUNT:

ACTION
Receive request for recount
Conduct recount (if difference between two highest number of votes is less than or equal to 0.5%)
Conduct recount if requested under § 1-13.5-1306(2)(a), C.R.S.
Submit recount results

EXHIBIT B

Unit Prices and Hourly Rates

Designated Election Official	\$220.00/hour
Deputy DEO	\$190.00/hour
Election Judges	\$150.00/hour
Election Workers	\$125.00/hour

Additional Expenses:

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page.

Postage will be billed to the District, as well as a pro-rata share of election equipment being used. The District will pay the printing vendor directly for mail ballot packets and postage costs relating to mailing of the ballot packets or any required notice, such as TABOR, etc.

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. Consultant bills on a time and materials basis. The District will only be billed for actual time spent. The District will be responsible to pay all hard costs directly to the vendors, such as printing and mailing of ballots.

12/6/22

Bowles Metro District/Davey Tree Update for December Meeting

Updates

- All services are complete for the year.
- Outstanding invoices for a good portion of the year need resolution
- New T&M/Not to exceed proposal included for wood and brush disposal along edges and in certain areas of the rookery. Recommend 1-2 days with a 3 man crew and equipment (approx \$2700 - \$5400) depending on what the board decides

**Denver West
303-761-3052**

4450 S. Windermere St. • Englewood, CO 80110

**Complete Tree and Shrub Care • Lawn Care Programs • Insect & Disease Control • Tree Planting
www.davey.com**



The Davey Tree Expert Company
 4450 S. Windermere St
 Englewood, CO 80110-5540
 Phone: (303) 761-3052 x5430 Fax: (303) 761-3089
 Email: Derek.Fox@davey.com

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Client	Service Location	11/23/2022
CLIFTON ALLEN LARSON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1669234926 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com


	Service Period	Price	Tax	Total
<input type="checkbox"/> Debris/Brush Disposal (Tree)		\$5,400.00		\$5,400.00
Location: The Rookery at Isthmus Park (Bowles trees)				

Chip and or haul off down brush, debris, and logs staged in various areas along the edges of the native rookery area. There are some fallen or partially trees along the edges that we can address as well as needed.

Price is T&M for a 3 man crew for approx 2 days. A good chunk of the down debris, minus some of the larger partially fallen trees and the location furtherst West, could probably be accomplished in 1 day (approx \$2700)

Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

	<p><i>Derek Fox</i></p> <hr/> <p>Derek Fox CO Applicator Certified # 6109 Cert TreeCare Safety Prof 02769</p>	<hr/> <p>Authorization</p>	<hr/> <p>Date</p>
--	---	----------------------------	-------------------

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

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our 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 hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, 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, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, 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.

**BOWLES METROPOLITAN DISTRICT
GENERAL MAINTENANCE SERVICES CONTRACT**

This **GENERAL MAINTENANCE SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2023, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **CDR CONSTRUCTION LLC**, a Colorado limited liability company (the “Contractor”).

RECITALS

WHEREAS, 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 approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various general maintenance services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the general maintenance services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A ("Additional Services"), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this

Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of

directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required

coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial

information, including but not limited to invoices.

e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.

f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.

g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by

the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s)

submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. **INDEPENDENT CONTRACTOR.**

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. **ASSIGNMENT.**

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. **SUBCONTRACTORS.**

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. **MISCELLANEOUS.**

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid,

return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Email: acorley@isp-law.com

Notices to Contractor:

CDR Construction LLC
 710 East Vassar Avenue
 Denver, Colorado 80210
 Attn: Jay Fells
 Email: tamijay4@msn.com

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District’s payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior

agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any

presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

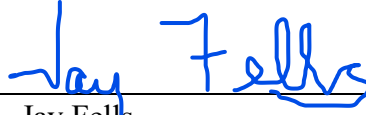
13.15. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

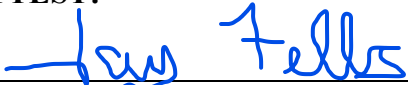
CONTRACTOR:

CDR CONSTRUCTION LLC



By: Jay Fells
Its: Owner/Operator

ATTEST:



By: Jay Fells
Its: Owner/Operator

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: _____
Its: _____

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**SERVICES RATE SCHEDULE**

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

**BOWLES METROPOLITAN DISTRICT
TREE PRUNING AND PLANT HEALTHCARE SERVICES CONTRACT**

This **TREE PRUNING AND PLANT HEALTHCARE SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2023, by and between BOWLES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and DAVEY TREE EXPERT COMPANY, an Ohio corporation (the “Contractor”).

RECITALS

WHEREAS, 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 approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various tree pruning and plant healthcare services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the tree pruning and plant healthcare services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rates set forth in **Exhibit A**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed One Hundred Fifty Five Thousand Dollars (\$155,000.00) (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the

Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Ohio and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of

directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other

conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.

- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's

payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS.

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid,

return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Email: ACorley@isp-law.com

Notices to Contractor:

Davey Tree Expert Company
 4450 S. Windmere St.
 Englewood, CO 80110
 Attn: Derek Fox
 Email: Derek.fox@davey.com

With a copy to:

The Davey Tree Expert Company
 Attn: Legal Department
 1500 N. Mantua Street
 Kent, OH 44240

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any

particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

DAVEY TREE EXPERT COMPANY

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES AND RATES

The Contractor shall provide the following Services within the District at the rates and schedule set forth below, in accordance with the additional Terms and Conditions appended hereto:

TREE PRUNING:

- | | | |
|---------------------------------------|-------------|-------------|
| <input type="checkbox"/> Tree Pruning | \$46,800.00 | \$46,800.00 |
|---------------------------------------|-------------|-------------|

Class I fine pruning consists of removal of deadwood 1/2 inch diameter and larger, broken, and stubs. Canopies will be thinned as needed to help reduce wind resistance and snow loads. Raise skirts as needed over turf to approx 6ft, to clear sidewalks minimum 8 ft and streets 10 ft. **Do not disfigure trees***. Clear off the walls and raise slightly over neighboring yards as needed. Some trees are small or newer and require very little attention if any at all while other larger/more mature trees need most of the work. Do not prune any trees that are tagged with Pink or Green ribbons marked for removal. Trees 1/2 dead or more will be not be pruned and also tagged for removal.

Location: W Dorado Ave. ***HOA Trees*** (\$27,000)

Class I prune - ROW trees located along W Dorado Dr (North and or East sides of the street) - approx 39 Autumn Blaze Maple, 19 Rocky Mtn Maple, 27 Honey Locust, 13 Oak, 17 Linden, 5 Pear, and 2 Kentucky Coffee Trees

Class I prune - ROW trees located along W Dorado Dr (South and or West sides of the street) - approx 36 Autumn Blaze Maple, 28 Rocky Mtn Maple, 29 Honey Locust, 14 Oak, 13 Linden, and 7 Pear trees.

Location: S Jay Cir ***HOA Trees*** (\$19,800)

Class I prune - ROW trees located along S Jay Cir (Outside edge of street) - approx 37 Maple species, 28 Ash, 10 Oak, 4 Honey Locust, 3 Pear, and 2 Kentucky Coffee trees

Class I prune - ROW trees located along S Jay Cir (Inside edge of street) - approx 37 Maple species, 29 Ash, 9 Oak, 1 Honey Locust, 5 Pear, 1 Hackberry, and 2 Elm trees

- | | | |
|---------------------------------------|-------------|-------------|
| <input type="checkbox"/> Tree Pruning | \$17,500.00 | \$17,500.00 |
|---------------------------------------|-------------|-------------|

Location: Community Monument Signs ***Bowles Metro Trees***

Remove major obvious deadwood up to approx 15-20 ft unless otherwise specified from the following listed monumnet sign trees. Clear houses and structure 2-3 ft best possible. We will ceen to coordinate with homeowners for access as needed. Not all monumnet sign locations are listed as they may not have trees or the trees there do not need any work at this time. Some listed locations need very little work.

Grant Ranch Blvd

GRB and W. Bowles - NE corner (11 Pines) and NW corner (11 Pines)
 Images - 6615 W Berry Ave (4 Pines) and 6585 W Berry Ave (5 Pines)
 Crossings - 5674 S Ingalls St (5 Pines) and 5678 S Ingalls St (4 Pines)
 Hillsboro - 5763 S Benton Way (5 Pines) and 5743 S Benton Way (5 Pines)
 S Jay Cir East and GRB - NW corner/2 houses (6 Pines) and NE corner (3 Pines)
 Regatta - 6310 W Crestline Ave (5 Pines) and 6370 W Crestline Ave (4 Pines)
 Belvedere East - 6590 W Crestline Ave (5 Pines) and 6630 W Crestline Ave (6 Pines)
 Poppy Hills -East (4 Pines) and West (4 Pines) *We will need gate access*
 Belmont Shores - 7048 W Arlington Dr (5 Pines) and 7052 W Arlington Dr (5 Pines)
 Heron Shores - 5366 S Saulsbury Way (5 Pines)

West Dorado Dr

Tapestry NE (4 Pines) and NW 5799 S Depew Cir (2 Pines)
 Tapestry SE (2 Pines) and Tapestry SW (2 Pines)
 Crossings - 6182 W Cross Dr (4 Pines) and 6202 W Cross Dr (5 Pines)
 Images - East 6590 W Sumac Ave (4 Pines) and West (4 Pines)
 San Marino West - 6613 W Gould Dr (3 Pines) and 6683 W Gould Dr (5 Pines)
 San Marino East - 6473 W Gould Dr (5 Pines)
 Promenade - 6213 W Gould Dr (4 Pines) and 6193 W Gould Dr (5 Pines)
 Dorado Greens North (4 Pines) and South (5 Pines) *We will need gate access here*

S Jay Cir

Reflections South - 5655 S Fenton St (4 Pines) and South (2 Pines)
 Reflections North - 5503 S Fenton St (2 Pines) and W Berry Ave/ no house (5 Pines)
 Heron Estates - NE corner/ no house (Safety Prune 1 Cottonwood) and NW corner 2 Pines
 Orchard's East - NE corner (4 Pines) and NW corner (5 Pines)
 Orchard's West - NE corner (5 Pines) and NW corner (5 Pines)
 Regatta - 5340 S Jay Dr (5 Pines) and 5354 S Jay Dr (5 Pines)
 Provence - NE corner (4 Pines) and SE corner (4 Pines)
 Celebration North - 5362 S Gray St (3 Pines) and 5366 S Gray St (3 Pines)
 Celebration South - 5490 S Gray St (3 Pines) and 5504 S Gray St (2 Pines)
 Park Place - 5648 S Gray St (3 Pines) and 5650 S Gray St (4 Pines)

<input type="checkbox"/> Tree Pruning	\$23,600.00	\$23,600.00
<p>From the following locations and listed Cottonwood trees, remove deadwood 1/2 inch diameter and larger, broken, and stubs only.</p> <p>Tract K North side of GRB •Bowles trees• - 1 large Plains Cottonwood in the ditch and 26 Hybrid Cottonwoods</p> <p>Tract O "Dave's Tract" •Bowles trees• - 26 Hybrid Cottonwoods</p> <p>Tract N1 and Orchards area •Bowles trees• - 32 Hybrid Cottonwood trees</p> <p>Tract C2 •Bowles trees• - 10 larger Hybrid Cottonwood trees towards the fence. Clear the fence and raise over neighboring properties if needed.</p>		
		Total: \$87,900.00

PLANT HEALTHCARE:

<u>Plant Health Care</u>				
Horticultural Oil 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 - Jay Cir. (east)) and from (Jay Cir. (west) to Sausbury St.) include 6 additional Hawthorns on the South side of BlueHeron Park near Round about. (Jan/Feb) ***HOA Trees***	Jan - Apr	\$572.00	\$572.00	
Emerald Ash Borer Soil App 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***	Feb - Apr	\$11,492.00	\$11,492.00	
Emerald Ash Borer Soil App 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***	Feb - Apr	\$2,700.00	\$2,700.00	
IPS Beetle Treatment Treat 241 Pines and 87 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***	Mar - Apr	\$7,405.00	\$7,405.00	
IPS Beetle Treatment 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***	Mar - Apr	\$1,168.00	\$1,168.00	
Borer Treatment Treat approximately 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, and Dorado Drive right-of-ways, with Astro to control Ash/Lilac Borer. (May) ***HOA Trees***	Apr - May	\$2,795.00	\$2,795.00	
Borer Treatment Treat about 69 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***	Apr - May	\$657.00	\$657.00	
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 - Jay Cir. (east)) and from (Jay Cir. (west) to Sausbury St.) include 6 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***	May	\$728.00	\$728.00	
Special Treatment 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***	September	\$2,163.00	\$2,163.00	
Fertilization/SoilCare Deep Root Fert w/ArborGreenPRO (1yr) Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approx 1169 trees. (do in late March)	March	\$16,025.00	\$16,025.00	
Total Investment		\$46,706.00	\$0.00	\$46,706.00

Total for all Services: \$133,605.00

Terms and Conditions

Client Guarantee

The Contractor uses quality products that are administered by trained personnel. The Contractor guarantees to deliver what the Contractor has contracted to deliver. If the Contractor does not, the Contractor will work with the District until the District is satisfied, or the District will not be charged for the disputed item. The Contractor's Client Care Guarantee demonstrates Contractor'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 groundlevel. 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 overtime. 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 aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleafweed 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.

**BOWLES METROPOLITAN DISTRICT
POND AND WATER QUALITY MANAGEMENT TASK ORDER SERVICES
CONTRACT**

This **POND WATER QUALITY MANAGEMENT TASK ORDER SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2023, by and between **BOWLES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **ECORESOURCE SOLUTIONS, INC.**, a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, 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 approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various pond and water quality management services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES/TASK ORDERS.

The Contractor may be requested by the District from time to time to provide water quality management services of the general nature detailed in the “Scope of Services,” attached hereto and incorporated herein as **Exhibit A**, in accordance with this Contract. The District and the Contractor may mutually agree in writing, from time to time, to have the Contractor provide water quality management services to the District by entering into a “Task Order,” in the form attached hereto as Exhibit B, each of which shall be attached hereto and incorporated herein as **Exhibit B** and shall be governed by the provisions of this Contract (the “Services”). Nothing but a written Task Order signed by both parties shall bind the District. Each Task Order shall include the following information: a description of the Services, the fees to be charged by and paid to the Contractor for

the Services, the term of the Task Order (including the commencement and completion dates), and any other terms mutually agreed to by the parties. The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, administrative support, supplies, and other equipment necessary for completing the Services detailed in each Task Order. In the event of inconsistency between this Contract and a Task Order, this Contract will govern as to the inconsistent matter(s). Unless otherwise agreed, by the parties, Services conducted on a time and materials basis shall be at the rates attached hereto and incorporated herein as **Exhibit C**, if any.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all labor, equipment, and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Contract as provided in the applicable Task Order(s); provided, however, the compensation amount for all Services performed under this Contract shall not exceed Fifty Five Thousand Dollars (\$55,000) (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceed without written authorization of the District.

2.2. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@claconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment

for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The Contractor shall commence the Services when the District gives the Contractor notice to proceed for each applicable Task Order. The Contractor shall complete all Services as provided in the applicable Task Order. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract, Task Orders, and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Contract in no

way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

6.11. No District Duty to Verify or Review. Nothing in the Contract shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Contractor and the District shall not be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or insurance underwriter.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination For Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination for Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District’s behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney’s fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another

contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination not for cause, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a

court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection

6.10 of this Contract.

13. **MISCELLANEOUS**

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Email: acorley@isp-law.com

Notices to Contractor:

EcoResource Solutions, Inc.
 5765 Olde Wadsworth Blvd., Ste. 10
 Arvada, CO 80002
 Attn: Tony Byrne
 Email: office@EcoResourceSolutions.com

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract or Task Orders shall be construed to be a waiver, in whole or in

part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract, all Task Orders, and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words

importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Task Orders refer to the Sections of this Contract and Task Orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

ECORESOURCE SOLUTIONS, INC.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICES**

The Contractor will provide professional aquatic and terrestrial ecological consulting services, including but not limited to water quality monitoring, pond inspections and maintenance of ponds operated and/or maintained by the District.

EXHIBIT B
TASK ORDERS

TASK ORDER NO. []

**BOWLES METROPOLITAN DISTRICT
POND WATER QUALITY MANAGEMENT TASK ORDER SERVICES CONTRACT**

This Task Order authorizes EcoResource Solutions, Inc., (the "Contractor") to initiate the Task(s) described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Task Order Start Date: _____
Task Order Completion Date: _____
Method of Compensation: _____
Task Order Price: _____

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order.

**DISTRICT:
BOWLES METROPOLITAN DISTRICT**

By: _____
Its: _____

ATTEST:

**CONTRACTOR:
ECORESOURCE SOLUTIONS, INC.**

By: _____
Its: _____

ATTEST:

EXHIBIT C

RATES SCHEDULE

Not applicable.

BOWLES METROPOLITAN DISTRICT
PUBLIC WORKS CONSTRUCTION/IMPROVEMENT
CONTRACT

This CONTRACT (the “Contract”) for construction of fence improvements is entered into effective as of this 1st day of January, 2023, (the “Effective Date”) by and between the 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 “Contractor”).

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. CONTRACT DOCUMENTS. This Contract shall incorporate and include all of the following documents (if and as indicated), with such documents to be referred to herein as the “Contract Documents.” The Contract Documents are incorporated herein by this reference as if they are fully set forth in this Contract. In the event of a conflict between or among Contract Documents or between the Contract Documents and this Contract, the documents shall prevail in the order of their listing, in all such instances of a conflict, the terms of this Contract shall prevail over any other Contract Document.

A. Contract signed by the District and the Contractor and any change orders issued by the District, and the exhibits listed below and incorporated herein by reference:

- | | | | | | | |
|----|-----------|--|-----|-------------------------------------|----|-------------------------------------|
| 1. | Exhibit A | Scope of Work
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2. | Exhibit B | Work Order Procedure
Included: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| 3. | Exhibit C | Insurance
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 4. | Exhibit D | Payment, Performance, and Warranty Bond
Included: | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| 5. | Exhibit E | Schedule of Values
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 6. | Exhibit F | Change Order Form
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

B. Project Special Conditions

1. *Invoices.* The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

2. *Invoice Documentation.* If and to the extent requested by the District, the Contractor shall submit with each invoice a progress report describing the Work performed, results achieved, and the status of deliverables and a certification that the Contractor is current in payment of all employees, subcontractors, and vendors and, if not current, a description of the non-current items and reasons for such.

C. Unsatisfactory Invoices or Work. The District may return to the Contractor for revision unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of the Contract.

D. Appropriations. Further, in compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

1. The District has appropriated an amount of money equal to or in excess of the contract price, for the Work to be performed under this Contract.

2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any Contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to, change clauses, differing site conditions clauses, variation in quantities clauses, and termination not-for-cause clauses.

3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

E. Payment, Performance, and Warranty Bond. If included as a Contract Document in Section 1.A.6 above, concurrently with the execution of this Contract, the Contractor shall furnish a Payment, Performance, and Warranty Bond in the form attached hereto as **Exhibit D**, which bond shall be in a penal sum equal to the nearest integral one hundred dollars in excess of the Contract Compensation amount.

F. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the District to Contractor under this Contract.

4. TERM OF CONTRACT/START AND COMPLETION OF WORK. The Contractor shall commence the Work when the District gives the Contractor notice to proceed. The Contractor shall complete all Work by December 31, 2023 (the “Completion Date”). The term of this Contract shall commence on the Effective Date and shall terminate on either the Completion Date or the date when the Work has been completely performed to the District’s satisfaction, whichever first occurs. Additionally, this Contract may also be terminated by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 8.

5. CONTRACTOR’S REPRESENTATIONS. In order to induce the District to enter into this Contract, the Contractor hereby makes the following representations and warranties to the District:

A. Inspections/Work. The Contractor has familiarized itself with the nature and extent of the Contract Documents, the proposed Work, and the locality. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work as they relate to the locality and the physical and site conditions and accepts them for such performance.

B. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court ruling and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract, and all such costs are included within the Compensation amount unless otherwise expressly stated in Exhibit E.

C. Sufficiency of Contract Documents. The Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work and the Contractor has provided the District with written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents.

D. Examinations/Investigations/Tests. The Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as it deems necessary for the performance of Work for the Compensation provided herein

and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.

E. Correlated Results. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents.

F. Standard of Care. The Contractor has the required authority, ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity to, and shall, perform the Work in a manner consistent with all provisions of this Contract. The Contractor shall perform the Work in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Further, all employees of the Contractor employed in performing any portion of the Work have the ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity required to perform the Work assigned to them.

G. Performance During Term. The Contractor will begin providing the Work when the District gives the Contractor notice to proceed and will thereafter continually and diligently perform the Work throughout the Term of this Contract.

H. Personnel. The Contractor represents that all of its personnel who will perform any Work under this Contract have received the information, instruction and training required to provide such Work, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Work required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

I. Compensation. The Contractor shall perform and complete the Work for the Compensation as provided in Section 3 of this Contract.

J. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

K. Enforcement. This Contract constitutes the legal, valid, and binding obligation of the Contractor and is enforceable in accordance with its terms.

L. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be

conducted and it is duly qualified, registered to do business, and in good standing in the State of Colorado.

6. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Work hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. WARRANTIES FOR THE WORK.

A. The Contractor's warranties in respect of the Work are as follows: the Contractor warrants to the District that the Work shall be fit for its intended purposes; that materials and equipment furnished under this Contract shall be of good quality and new and that all Work shall be free from defects; and that all Work shall meet all of the requirements of this Contract (the "Warranties"). The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Warranties shall commence on the date all punch list items have been corrected and the District has acknowledged final acceptance. Notwithstanding the foregoing provisions of this Section, if this Contract is terminated prior to completion of the Work, the Warranties in respect of all Work performed under this Contract by the Contractor prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

C. If at any time within three (3) years after the date on which the Warranties commenced (the "Warranty Period"), any portion of the Work is found to be not in accordance with the Warranties, the Contractor shall correct it, or direct its subcontractor to correct it, in the manner and time-frame provided in the written notice from the District to do so.

D. Any Work not conforming to the Warranties, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the District.

E. The Contractor shall promptly correct any Work rejected by the District for failing to conform to the Warranties. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the District's expenses made necessary thereby. If the Contractor fails to take action to correct rejected Work, fails to use diligence in completing such corrections, or if the Contractor has attempted to correct the rejected Work but been unable to do so, the District may, in addition to any other rights and remedies available at law or in equity, elect to retain a third party to remedy the nonconformance at the Contractor's expense or remedy the nonconformance with the District's personnel at Contractor's expense.

F. The Contractor shall obtain from all subcontractors or vendors and cause to be extended to the District prudent representations, warranties, guarantees, and obligations with respect to design, materials, workmanship, equipment, tools, and supplies furnished by such subcontractors or vendors. All representations, warranties, guarantees, and obligations of subcontractors or vendors shall be written so as to: (i) survive all the District and the Contractor inspections, tests, and approvals; and (ii) run directly to and be enforceable by the District, its successors, and assigns. The Contractor shall deliver to the District duly executed copies of all agreements containing such representations, warranties, guarantees, and obligations immediately upon their execution. The Contractor shall assign to the District, at no additional cost, all of the Contractor's rights and interest in all extended

warranties which were received by the Contractor which exceed the applicable Warranties. Such subcontractor/vendor warranties shall not in any way derogate the Contractor's own representations and warranties (including the Warranties) or the Contractor's other obligations with respect to all of the Work.

G. Upon receipt from the District of a notice of failure of any of the Work to satisfy any subcontractor or vendor warranty during the Warranty Period, the Contractor shall be responsible for enforcing or performing any such subcontractor or vendor warranty. During the Warranty Period, the cost of any equipment, material, labor, or shipping shall be for the account of the Contractor if such cost is covered by such a Warranty and the Contractor shall be required to replace or repair nonconforming Work, equipment, material, or workmanship furnished by subcontractors or vendors.

H. Commencing on the expiration of the Warranty Period, the District may enforce subcontractor or vendor warranties, but the Contractor shall provide reasonable assistance to the District in enforcing such representations, warranties, and guarantees, when and as reasonably requested by the District.

8. TERMINATION.

A. Types of Termination.

1. *Events of Default and Termination For Cause.* The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement, or false reporting of any material financial information, including, but not limited to, invoices.
- e. Insolvency, bankruptcy, or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by Section 13.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

2. *Termination For Convenience.* In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days' advance notice, for convenience, this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

B. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in the Contract Documents, including this Section.

C. Payment and Liabilities Upon Termination.

1. *Termination for Cause.* If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Work or having the Work completed (excluding changes in the Work by the District following such Event of Default). The District shall determine the total cost of the Work satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Work, and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

2. *Termination for Convenience.* After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

D. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination.
2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Work and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
3. Transfer title and deliver to the District, as specified in the termination notice, such items which, if the Work had been completed, would have been furnished to the District.
4. Settle all outstanding liabilities and all claims arising out of commitments for procurement of materials, supplies, equipment, and the like for the Work and commitments to subcontractors and vendors.
5. Make any and all cost records available to the District at its request.

Termination of the Contract or any portion thereof shall not relieve the Contractor of its responsibilities under the Contract for the portion of the Work completed, nor shall it relieve the surety on the Payment, Performance, and/or Warranty Bond(s), if any, of its obligation for and concerning any claims arising out of the Work performed.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The District shall be deemed the owner of all materials brought onto the site of the Work and/or otherwise incorporated into the Work at such time as the District has paid for those materials, and shall be deemed the owner of all materials paid for by the District regardless of whether those materials were brought onto the site of the Work and/or otherwise incorporated into the Work, unless the District rejects such materials in writing. Until final acceptance, the risk of loss or damage to the Work shall reside with the Contractor.

10. WORK PRODUCT. All work product of the Contractor prepared pursuant to this Contract, including, but not limited to, all software, research, studies, data, photographs, negatives, models, maps, plans, drawings, surveys, materials, specifications, reports, electronic files, and other finished or unfinished documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Work is completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Work or at the time of termination of this Contract, whichever event first occurs, and shall be provided to the District's successor, or to any subsequent owners of the Work, only with the District's express permission. The Contractor shall maintain copies on file of any such work product involved in the Work for five (5) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial

printing or reproduction rates. At any time within the five (5) years during which the Contractor must retain copies of all work product involved in the Work, the District may obtain copies of the Contractor's work product by paying printing or reproduction costs as set forth above.

11. ACCESS TO RECORDS. The Contractor (and any subcontractor) shall make, keep, maintain, and permit the District and its designated representatives, during normal business hours, to access a complete file of all books, records, documents, communications, notes accounts, and other material pertaining to the Work for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal, state, or local law or regulation or with the terms of the Contract, or to evaluate performance under the Contract. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law. If requested by the District, the Contractor shall provide, at no additional cost to the District, a complete statement of the origin, composition, and manufacture of materials used in the completion of the Work, together with samples for testing for conformance with the Contract Documents.

12. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

B. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

13. ASSIGNMENT. Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

14. CONSTRUCTION DEFECT. To the extent the Work contemplated herein is to be completed on property other than residential property, the District and the Contractor agree to specifically waive all provisions of part 8 of article 20 of title 13, Colorado Revised Statutes, to the extent permitted by law. Notwithstanding the foregoing, the rights and remedies of the District provided in this Contract are in addition to and not limited by any rights or remedies afforded by law.

15. RETAINAGE. If this Contract is for an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000.00), the District's payments may be subject to retainage in accordance with Colorado law.

16. SUBCONTRACTORS. To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Work performed under this Contract then: (a) the Contractor shall remain responsible for the services, tasks, functions, and responsibilities performed by such subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Work shall be deemed Work performed by the Contractor; (b) the Contractor shall maintain a current and accurate list of all subcontractors and shall provide such list to the District upon the District's request; (c) the Contractor shall cause such subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions, and responsibilities performed by such subcontractors that are applicable to the Contractor under this Contract; and (d) the Contractor shall obtain from each subcontractor such evidence, information, and documentation as is reasonably necessary to demonstrate and confirm the subcontractor's compliance with this Contract, and shall provide such evidence, information, and documentation to the District upon request.

17. CONFLICTS OF INTEREST. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations under this Contract. The Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the District's interests. Absent the District's written approval, the Contractor shall refrain from any practices, activities, or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Contractor's obligations under this Contract.

18. CHANGE ORDERS

A. Change Orders. "Change Order" means a written order to the Contractor signed by the District and the Contractor authorizing an addition, deletion, or revision in the Work, or an adjustment in the Completion Date or the Compensation issued after the Effective Date of the Contract in a form substantially similar to the Change Order Form attached hereto as **Exhibit F**.

B. Completion Date Changed Only by Change Order. The Completion Date may only be changed by Change Order. Where, due to delays beyond the control of the Contractor which cause unavoidable delay to the Contractor's prosecution of the Work, the Contractor is prevented from completing the Work by the Completion Date, the Contractor may request an extension of time equal to the time unavoidably lost by providing a written request to the District within five (5) days of the occurrence of a Qualified Unavoidable Delay (defined below). The only

unavoidable delays for which the District may approve a change in the Completion Date shall be those caused by natural conditions such as fires, floods, epidemics, acts of God, or abnormally inclement weather (the "Qualified Unavoidable Delays"). Any Qualified Unavoidable Delays request for an extension of the Completion Date may be granted or denied in the sole discretion of the District.

C. Compensation Changed Only by Change Order. The Compensation constitutes the total compensation payable to the Contractor for performing the Work. The Compensation may only be changed by a Change Order signed by the District and the Contractor. The District may request changes to the scope of the Contract for additional Work or a reduction in the Work by submitting to the Contractor a "Request for Proposal" outlining the scope of the Work contemplated for the changes. The Contractor shall submit within ten (10) days (or within such shorter period of time as may be reasonably designated by the District), and at no cost to the District, a complete cost and fee and time extension analysis for the requested change. The value of any Work covered by a Change Order shall be determined by the District and the Contractor using either (1) a unit price basis, or (2) by a mutually accepted lump sum.

19. MISCELLANEOUS PROVISIONS.

A. Independent Contractor. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

B. Time is of the Essence. The performance of the Work of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Equal Opportunity Employment. It is the policy of the District to provide equal opportunity through employment, promotion, and other contracting opportunities, without regard to race, color, religion, sex, or national origin. The Contractor shall abide by this policy.

D. Notices. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by

electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

The District:

Bowles Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Nicholas Carlson
Email: Nicholas.Carlson@claconnect.com

The Contractor:

Homestead Painting, LLC
PO Box 17596
Golden, CO 80402
Attn: Jake Morgan
Email: hspaintllc@aol.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Alicia J. Corley
Email: acorley@isp-law.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

E. Choice of Law. The parties hereto agree that this Contract, all Contract Documents, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Colorado.

F. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract and all contemplated transactions, in any forum other than the state courts of the State of Colorado.

G. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

H. Governmental Immunity. Nothing in this Contract or in any actions taken by the District pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

I. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

J. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the provisions of this Contract that require continued performance, compliance, or effect after the termination hereof shall survive such termination and shall be enforceable by the District if the Contractor fails to perform or comply as required.

K. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

L. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

M. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

N. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Change Orders refer to the Sections of this Contract and orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

O. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

P. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Q. Contract Modification. The Contract Documents may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan, President

ATTEST:

HOMESTEAD PAINTING LLC

By: Jake Morgan
Its: _____

ATTEST:

Exhibit A

SCOPE OF WORK

The Contractor does hereby propose to furnish the materials and perform the labor necessary for the completion of the following as identified on the map attached hereto as Exhibit A-1:

1. Complete utility locates prior to the commencement of the Work.
2. Remove and replace One Hundred Forty-Seven (147) 2 x 6 x 10 rough cedar rails.
3. Remove and replace Fifteen (15) - 4 x 6 posts.
4. Reset approximately Ten (10) posts. On 2 x 6 rails that have multiple fasteners and have still come loose, the existing fasteners will be removed and the rails will be installed with the correct size screws.
5. Power wash, prep, and re-stain Three (3) sides of the fence facing the green belt side.
 - a. Prep work will include resecuring any loose railings by outdoor deck screws.
6. Staining
 - a. Protect, by masking or shielding, rocks, vegetation or other areas not being stained.
 - b. The Contractor will provide a trailer mounted water tank and power washer but will need to coordinate with the District for access for water refills. At no time will individual homeowners' water be used.
7. 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.

Exhibit A-1

MAP

Legend ×

- 2025 - Year Repaired —
- 2024 - Year Repaired —
- 2023 - Year Repaired —
- 2022 - Year Repaired —
- 2021 - Year Repaired —

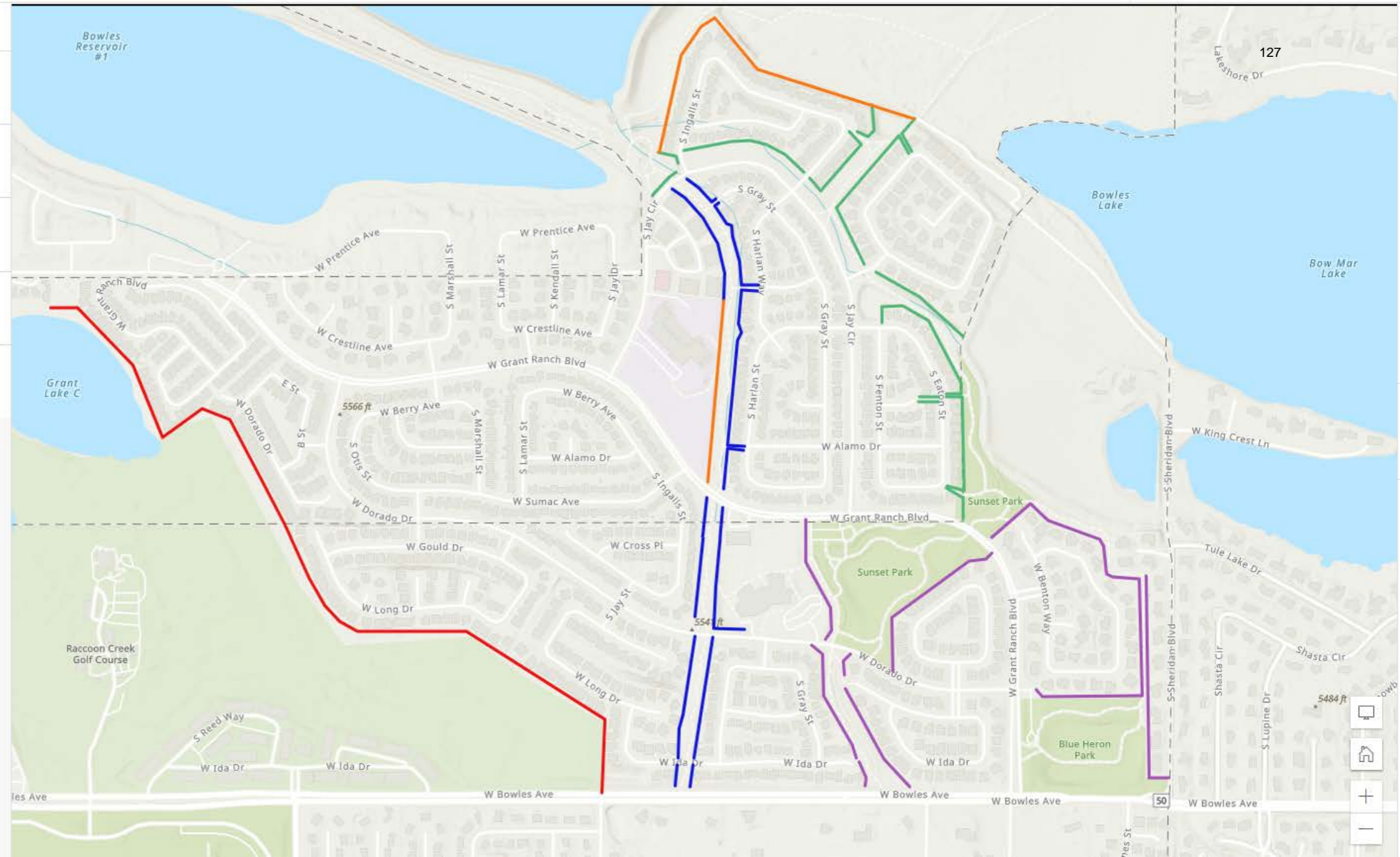


Exhibit B

WORK ORDER PROCEDURE

Not applicable.

Exhibit C

INSURANCE

The Contractor shall obtain insurance for the Contract as provided herein:

A. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in Section B of this Exhibit C. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in Section C of this Exhibit C. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit C. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit C.

B. Minimum Insurance Coverages:

1. Workers Compensation Insurance. Workers' compensation insurance with coverage in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease each employee.

2. Commercial General Liability Insurance. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2103 edition or equivalent), shall include all major divisions of coverage and shall be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Endorsement CG 20 37 (4/2013 edition or equivalent) - Products and ongoing and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (construction only);
- h. Contractors' limited pollution coverage (construction only); and

i. Endorsement CG 2-503 (dated as of 5/2009) or equivalent; general aggregate applies on a per project basis (construction only).

3. Commercial Automobile Liability Insurance. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the project site, including employee vehicles.

4. Builder's Risk Insurance. A blanket builder's risk insurance policy on an "all risk" basis (Special Covered Cause of Loss Form) for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse, false work, including increased cost of construction, architects fees and expenses, soft costs and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Work. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

5. Professional Liability. Professional liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Work.

6. Excess Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, per occurrence, and Four Million Dollars (\$4,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

C. Additional Insured Parties. The District and its respective directors, officers, employees, and agents shall be named as additional insureds by Endorsement ISO CG 20 10 (4/2013 edition or equivalent) on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement and all other required endorsements. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers, employees and agents. Any insurance maintained by the District or its directors, officers, employees and agents shall be in excess of the Contractor's insurance and shall not contribute to it.

2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

3. No special exclusions that specifically name certain work activities, products or services the Contractor is responsible for performing under the Contract may be included as not being insured under the policy.

F. Failure to Comply with Reporting Provisions. The Contractors shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees and agents.

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The insurance obligations set forth in this Exhibit are minimum coverage and limit requirements only. To the extent the Contractor maintains coverage and/or limits greater than these minimum requirements, such greater insurance coverage shall be applicable to the Work and to any applicable liabilities and obligations of the Contractor under this

Contract. By specifying minimum insurance requirements, the District does not assert or recommend such insurance as being adequate for the Work performed under this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

J. Subcontractors. If the Contractor subcontracts any portion(s) of the Work, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Exhibit. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Exhibit. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

K. No District Duty to Verify or Review. Nothing in the Contract or this Exhibit shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Contractor and the District shall not be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or insurance underwriter.

Exhibit D

Not applicable.

Exhibit E

SCHEDULE OF VALUES

Remove and replace One Hundred Forty-Seven (147) 2 x 6 x 10 rough cedar rails: \$13,230.00

Remove and replace Fifteen (15) - 4 x 6 posts: \$4,650.00

Reset approximately Ten (10) posts: \$1,860.00

Power wash, prep, and re-stain Three (3) sides of the fence facing the green belt side: \$27,985.00

Total Compensation: \$47,725.00

Additional Work:

\$55.00 per man hour plus materials.

Exhibit F

CHANGE ORDER FORM

CHANGE ORDER

BOWLES METROPOLITAN DISTRICT

FENCE IMPROVEMENTS CONTRACT

CHANGE ORDER

This Change Order authorizes the Contractor to initiate the Work described herein pursuant to the above named Contractor.

The Contractor is hereby authorized to undertake the following Work and production of the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Change Order Start Date: _____
Change Order Completion Date: _____
Method of Compensation: _____
Change Order Price: _____

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Change Order.

BOWLES METROPOLITAN DISTRICT

By: _____
Its: _____

HOMESTEAD PAINTING, LLC

By: _____
Its: _____

**BOWLES METROPOLITAN DISTRICT
LANDSCAPING & SNOW REMOVAL SERVICES CONTRACT**

This **LANDSCAPING & SNOW REMOVAL SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2023, by and between BOWLES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and COLORADO DESIGNSCAPES, INC., a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, 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 approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various landscaping and snow removal services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the landscaping services as described in **Exhibit A-1** attached hereto and incorporated herein by this reference (the “Standard Landscaping Services”). The Standard Landscaping Services shall be performed in the areas depicted on **Exhibit A-2** and in accordance with the schedule set forth in **Exhibit A-3**, each attached hereto and incorporated herein by this reference.

The Contractor shall also provide snow removal services as described in **Exhibit A-1** (the “Standard Snow Removal Services”). The Standard Snow Removal Services shall be performed in the areas depicted on the maps included within **Exhibit A-4** attached hereto and incorporated herein by this reference.

The Standard Landscaping Services and Standard Snow Removal Services are be collectively referred to herein as the “Services.” The 2013 Site Work Technical Specifications attached hereto as **Exhibit A-5** and incorporated herein by reference will be used to resolve any conflicts arising under provision of the Services. The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract.

2. COMPENSATION.

2.1. Compensation for Standard Landscaping Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Standard Landscaping Services, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract, for the sum of Two Hundred Eighty-Three Thousand Six Hundred Seventy-One Dollars (\$283,671.00) (the “Standard Landscaping Services Compensation”). The Standard Landscaping Services Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Compensation for Standard Snow Removal Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Standard Snow Removal Services, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract, on a time and materials basis according to the rate schedule attached hereto and incorporated herein in **Exhibit B** (the “Standard Snow Removal Services Compensation”).

2.3. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibits A-1, A-2, A-3, A-4, and A-5 (“Additional Services”), any Additional Services will be provided on a time and materials basis at the billing rates set forth in **Exhibit B** (the “Additional Services”). Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.4. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com.

2.4.1 Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.4.2 Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.4.3 Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.5 Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.6 In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.6.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.6.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.6.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause

that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. **TERM.**

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. **GENERAL PROVISIONS/REPRESENTATIONS.**

4.1. **Inspections/Services.** The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. **Good Standing.** The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. **Professional Standards.** The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. **Performance During Term.** The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. **Compliance with the Law.** The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. **Personnel.** The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. **Licenses.** The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at

Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent

permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1. **General Requirements.** The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers’ compensation insurance in accordance with applicable law, including employers’ liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a

comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and

its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all

subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the

District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for

the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS.

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Alicia J. Corley
 Email: acorley@isp-law.com

Notices to Contractor:

Colorado Designscapes, Inc.

15440 E. Fremont Dr.
Centennial, CO 80112
Attn: Ross Brown
Email: rbrown@designscapes.org

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

13.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any

other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

COLORADO DESIGNSCAPES, INC.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: _____
Its: _____

EXHIBIT A-1

SCOPE OF SERVICES

Landscaping & Snow Removal Services

The Standard Landscaping Services include irrigation, general turf, native grass, tree & shrub maintenance, trash removal, site cleanup, tree pruning to 12', site condition review and reporting, detention pond inlet/outlet structure monitoring, and attendance at monthly Bowles Metropolitan District (the "District") board meetings. Limits of Standard Landscaping Services include areas identified on the Map attached hereto as Exhibit A-2 per the schedule included in Exhibit A-4.

The Standard Snow Removal Services include snow removal within the District in the areas identified on the snow removal map included in Exhibit A-4.

Refer to the 2013 Site Work Technical Specifications attached hereto as Exhibit A-5 (referred to herein as "Guidance Documents") for each type of work as it relates to the conditions found within the areas of work.

Following is a general definition of the Services identified by type of work with the tract and/or general geographic description of the areas associated with the Services.

A. Standard Landscaping Services:

1. Maintenance of Landscape: Categorized by six types, these services predominantly consist of turf, irrigation, tree, shrub, ornamental grass and perennial flower maintenance.
 - a. Neighborhood Connectors and/or Tracts
 - i. Tracts D9-E, D10-G, J3A-A, D8-B, D12-A, D12-C, D6-A
 - ii. Tracts D10-K, J3C-D, J3A-M
 - iii. Irrigation Supply Pump House Area – Tract L2-F
 - iv. 10' landscape easement behind each monument wall.
 - b. Street Scape
 - i. Grant Ranch Blvd (r.o.w. to fence/wall) and Islands – including Tracts B12, B2
 - ii. West Dorado Dr. (r.o.w. to fence/wall) and Islands – including Tracts B24, B25, B9
 - iii. South Jay Cr. (r.o.w. to fence/wall) – and Islands – including Tracts B10, B23
 - iv. West Bowles Ave. including (north side from r.o.w. to fence/wall and corner island at West Bowles Ave. & Sheridan Blvd.)

- v. Entry Sign Walls on Grant Ranch Blvd. – All Evergreen Trees behind walls within 10’ of wall (easement coordinate access with HOA)
- vi. Dorado Ave. Entry and Islands - Tracts J3A-B, J3A-C, J3A-D
- vii. Depew Street Entry and Islands – Tracts J3A-E, J3A-F, J3C-A, J3C-F
- viii. South Gray Court Entry – Tracts J3A-K, J3A-L
- ix. Jay Street Entry – Tracts J3B-A, J3B-B, J3B-F, J3B-G
- x. Grant Ranch, West Dorado and Bowles Monuments – Tracts J3A-G, J3C-B, J3C-C, D9-C, D2-F, D14-A, D12-D, D11-B (portion)
- xi. South Newland Way Entry – Tracts D7-A, D7-B (portion), D2-C, D2-D
- xii. Newland Street Entry – Tracts D2-A, D2-B
- xiii. Sumac Entry – Tracts D3-A, D3-B
- xiv. West Prentice Court Island – Tract D6-C
- xv. West Prentice Circle Island – Tract D6-D
- xvi. West Prentice Avenue Entry And Sight Triangle – Tact D7-B (west end),
D7-C
- xvii. Village Center Frontage (from Bowles curb to walk between drives)
- xxviii. West Alamo Drive Entry – Tracts D9-A, D9-B, D12-F, D12-E
- xix. South Harlan Way Entry – Tracts D10-A, D10-B
- xx. West Berry Ave. Entry – Tracts D10-D, D10-E, D12-G
- xxi. South Reed Way Entry – Tracts L2-C, L2-D
- xxii. Kendall Entry – Tracts D11-C
- xxiii. Prentice Entry – Tracts L5-A, D11-A
- xxiv. Newland St. Entry – Tracts J4-A, J4-B
- xxv. Lamar Ct. Entry – Tracts J4-C, J4-D
- xxvi. Dorado Green Entry – Tracts D14-B & D14-C (turf & irrigation only)
- xxvii. Poppy Hills Entry – Tracts B8 & D13-A (turf & irrigation only)
- xxviii. Gray Hawk Entry – Tracts B6, B7 (turf & irrigation only)
- xxix. Eagle Ridge Entry – Tracts B4, B5 (turf & irrigation only)
- xxx. Garden Apartments Entry – Tracts B8, B9 (turf & irrigation only)
- xxxi. Heron Shores Entry – Tracts L4-G, L4-H
- xxxii. West Prentice Ave. Entry (turf & irrigation only) – Tracts D13-A, D13-B
- xxxiii. Grant Ranch Blvd., West Dorado Dr., South Jay Cir. School Frontages (curb to walk and walk to fence when applicable)
- xxxiv. General Streetscapes – Tracts J3A-P, J3B-H, J3B-C, J3A-N, J3C-E, J3B-D, D2-E, D3-C, J4-F, B3, B1, D14-F, D8-A (separate tap & controller), L2-F, D13-D (has sub surface fire lane), B-2 (curb to culvert head wall)
- xxxv. Bus Stops (includes bench maintenance)

C. Parks

- i. Sunset Park - Tract J (ditch by reservoir company)
 - a. Playground Maintenance: Cleanup, sweeping of play area ground cover, weekly equipment safety check.
 - b. Covered Pavilion Clean-up and maintenance of picnic tables

- ii. Blue Heron Park - Tract L
 - iii. Pocket Parks - Tracts D, K, L5-B, J3B-E
 - iv. Bench Maintenance in all Parks
- CI. Natural Areas
- i. Open Space/Greenbelts - Tracts A (portion), K (portion)
 - ii. Open Space/Greenbelts - Tracts E, F, G, H, I, O1, N1, C2, K (portion), D6- A (portion), D8-B (portion), C1 (portion), K (portion)
 - iii. Small Tracts J3B-K, D10-F, D10-J
 - iv. Bench maintenance in all parks
 - v. Native grass to be mowed 4x annually
- CII. Detention Ponds (see further details below within this Exhibit)
- i. Developed Landscape Type Ponds - Tracts J, L
 - ii. Naturalized Landscape Type Ponds - Tracts D6-B, D8-B (portion), D6-A (portion), D12-H, J3B-M
- CIII. Isthmus Nature Park
- i. Tracts B , BR-5, C1
 - ii. Bench and picnic table maintenance
2. Irrigation:
- A. Programming and monitoring of the irrigation system.
 - B. Monitoring of property and irrigation systems for faults and damage to include notification to the District Manager and pro-active remedies.
 - C. Irrigation Maintenance
 - D. Location of Irrigation lines for work in the project area by others.
 - E. Monitoring of the Bowles Reservoir Pumphouse (jointly shared with Grant Properties and Camden Apartments) and assist in coordination of as-needed repairs.
 - F. Monthly reading of water meters at the Pumphouse and entities provided non- potable irrigation water by Bowles Metropolitan District, including:
 - 1. Grant Ranch Village Center
 - 2. Oasis-Heron Shores
 - 3. Belmont Shores
 - 4. Village Center-Belmont Shores
 - 5. Belvedere (North)
 - 6. Belvedere (South)
 - 7. Dorado Greens

Bowles Metropolitan District and/or the Grant Ranch Master HOA will provide a secure room with internet access in the Village Center for master irrigation control.

3. Site Clean-up

- A. Weekly Trash pickup
 - B. Trash receptacle dumping
 - C. Maintenance & stocking of “Doggie Waste Stations”
 - D. Weekly BBQ clean out
4. Mosquito control of Water Quality Pond located north of Heron Estates
 - a. Apply mosquito dunks in Heron Estates Pond.
 5. Site Condition Review and Reporting
 6. Attendance at the monthly District Board Meetings
 7. Attendance at meetings as requested by the District Manager
 8. Additional Native Area Services:
 - a. Protect existing native open space areas through weed control, consisting of either two (2) broadcast or three (3) 3 herbicide spot applications, as well as two (2) mechanical cycles.
 - b. Weed Management: spraying shrub beds in native areas for grasses.
 - c. Weed Management: spraying the Tract K ditch bottom and side slopes in early spring, at least 30 days before water is running in the ditch and in the fall after the ditch is no longer used for irrigation. Cut and spray willow stumps as needed.

B. Standard Snow Removal Services

Contractor shall provide snow removal services within the District as needed as follows:

1. Preventive Measures: Contractor shall be responsible for keeping track of pending weather conditions, and be prepared to mobilize the equipment and materials necessary to remove snow and apply de-icing and/or ice-melt per the map in Exhibit A-4, which also designates High Priority areas. Contractor will monitor snowfall using a variety of on-site and technological resources.
2. Snow Removal Services
 - a. Services will begin on the first snowfall in the fall and end after the last snowfall in the spring. Contractor will make best efforts to remove snow in the High Priority (See Exhibit A-4) areas between 7:00 and 9:00 a.m., and 2:00 and 4:00pm. In any case, snow will be removed from High Priority areas first.
 - b. Snow Patrol: Contractor will monitor snowfall using a variety of on-site and technological resources.

- c. Special snow clearing request is subject to a 2-hour minimum response time.
 - d. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.
 - e. Clearing operations shall commence and/or continue so that snow accumulation does not exceed 2 inches maximum depth.
 - f. Snow clearing on Thanksgiving, Christmas and New Year's Day will be charged as follows:
 - i. Double the above stated rate per man-hour for hand shoveling.
 - ii. All other rates will be increased 50% to compensate for overtime/ holiday pay rate.
 - iii. Subject to prior approval by the Board or District Manager.
 - g. Contractor shall be responsible for understanding the property boundaries and limits of paving.
 - h. With proper snow staking, Contractor is responsible for damage as a result their operations and shall repair all damages at no cost to the District.
3. Procedures
- a. Snow will be moved to turf landscape areas and/or designated parking stalls.
 - b. Where possible, snow will be piled in areas so as not to unreasonably obstruct pedestrian and vehicular traffic flow and parking.
 - c. Upon completion of snow plowing, Contractor will apply a natural chloride ice melt product to parking areas.
 - d. When ice accumulates on the walk areas (walk leading up to port-potty in Sunset and Blue Heron Parks, problem areas in tracts, and areas identified by the BMD) while ATV and truck plowing are being performed and after those services are complete, Contractor will apply a mag chloride ice melt.
 - e. All de-icing products shall conform to CDOT specifications pertaining to type and application procedures.
 - f. Hand operations may be suspended per weather conditions.

C. Excluded Items:

These items are not included in the Standard Landscaping Services but may be requested by Bowles Metropolitan District as supplemental work. If requested to perform any of these services, refer to the Guidance Documents for specifications associated with the work.

- 1. Non-scheduled cleaning due to storms.
- 2. Cost for installation of new mulch and/or other ground cover.
- 3. Cost for installation of new or replacement plant material not associated with failure to perform proper maintenance.

5. Cost for damages to the work area not associated with failure to perform proper maintenance.
6. Cost for re-sodding or sodding not associated with failure to perform proper maintenance.
7. Graffiti removal and vandal repair.
8. Tree pruning over 12' from ground level.
9. Planting and Maintenance of Annual Flowers.
10. Irrigation pump activation and winterization.
11. Debris removal from others maintenance of the Bowles Reservoir Company Ditch.

D. Additional Services And Change Orders

Additional services beyond the scope of the Services may be performed by the Contractor. This may include small repairs or larger projects. The Contractor shall perform repairs in a timely manner to prevent degradation of the materials and systems associated with this Contract. The District Manager may request that additional services be performed as part of special projects or enhancements beyond the scope of the Contract.

1. **PREAUTHORIZATION FOR IRRIGATION MAINTENANCE OPERATIONS:**
 - a. In order to expedite minor but necessary repairs in the daily course of maintenance operations, the Contractor shall be authorized to spend a maximum amount of \$1,000 per incident without first submitting a formal pay request and obtaining a work authorization. If there are multiple time sensitive repairs such as irrigation head replacement, valve replacement, nozzles, lateral breaks, and mainline breaks, due to the nature of the damage, a maximum of \$3,000 shall be the cumulative maximum within a one-week period without prior approval of the District.
 - b. Once the need for repairs is known, the Contractor shall notify the District Manager of the work as soon as reasonably possible.
 - c. Weekly report will be provided by Contractor to Board President and District Manager and a monthly report to the District Board of Directors.
2. **PROCEDURES FOR ADDITIONAL WORK**
 - a. **Work Proposal** – At the request of the District Manager, the Contractor shall prepare a Work Order outlining the work to be performed and all associated cost related to the work including location, materials, and labor. The District Manager may request the Work Order to include any information which would help the District Manager evaluate the Work Order.
 - b. **Construction and Inspection Schedule** - Prior to beginning installation of the landscape, the Contractor is to submit a project schedule (including inspection) to the District Manager for approval.
 - c. **Permits, Notifications and Approvals** – The Contractor shall be responsible to obtain all permits, request or post all notifications and to coordinate all approvals associated with the Additional Services.

3. **ACCEPTANCE** When all Services are completed, the District Manager will perform an inspection of the landscape work to determine if the services are complete. The District Manager shall prepare a punch list of items improperly installed, inadequately sized or otherwise deficient based on the findings of his inspection. When the Contractor has remedied all deficiencies and completed all items on the punch list, the Contractor shall request another inspection by the District Manager to determine whether the deficiencies have been adequately corrected. Once the punch list items have been corrected and re-inspected, the District Manager shall issue a written certificate to the District who will then respond to the Contractor in writing formally accepting the work and beginning the warranty and guarantee period.

4. **WARRANTY AND GUARANTEE** – The Contractor shall warrant materials and workmanship materials against defects for a period on (1) one year from date of acceptance by the District Manager.
 - a. Replacement materials shall be of the same manufacture, product, specification, variety and size as originally specified in the Change Order. All areas damaged by replacement or repair operations shall be fully restored to their original condition. Remove all defective material from the site immediately.
 - b. A one-year warranty shall also apply to all replaced materials from date of acceptance by the District Manager of said replaced materials.
 - c. Contractor will notify Board or District Manager if winter watering of plant material is needed to obtain proper moisture throughout winter months on a time and materials basis.

EXHIBIT A-1**SCOPE OF SERVICES**
(CONTINUED)**Detention Pond Maintenance**

Task	Spring Clean-up	Routine with Each On-site Landscape Visit	Fall Clean-up
Inlet Pipes			
1. Remove Sediment Accumulation ⁽¹⁾	Yes	Observed once per month and after every rain storm	Yes
2. Cut and Remove Woody Growth ⁽²⁾	Yes	Observed once per month and after every rain storm	Yes
Concrete Channel (from inlet pipes to outlet structure)			
1. Remove Sediment Accumulation ⁽¹⁾	Yes	Observed once per month and after every rain storm	Yes
2. Remove Debris and Trash ⁽³⁾	Yes	Observed once per month and after every rain storm	Yes
3. Remove Weeds and Grass Growing into Channel ⁽⁴⁾	Yes	Observed once per month and after every rain storm	Yes
Outlet Concrete Structure			
1. Clean Debris from Screen Orifice Plate ⁽⁵⁾	Yes	As-Needed	Yes
2. Remove Sediment and Debris from inside the Structure ⁽⁶⁾	Yes	Observed once per month and after every rain storm	Yes
General Detention Basin			
1. Maintain Interior Turf Consistent with Adjacent Exterior Turf ⁽⁷⁾	Yes	Observed once per month and after every rain storm	Yes
2. Remove Debris and Trash ⁽³⁾	Yes	As- Needed	Yes
3. Report any Graffiti and/or Vandalism to Facilities	As-Needed	Observed once per month and after every rain storm	Yes
4. Mow 2 ft barrier on fence line at BMOI Pond	NA	2X annually (Spring & Fall)	NA

Notes:



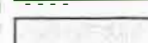


- (1) Remove Sediment Accumulation – Services include cleaning all horizontal surfaces to a “broom clean” condition. Heavy sediment accumulations shall be removed by shovel and/or other appropriate equipment. Any residual sediment left after the shovel cleaning shall be cleaned with brooms and/or power blowers. All sediment shall be removed from the area and properly disposed of off-site.
- (2) Cut and Remove Woody Vegetation – Services include cutting and removing all woody vegetation from the interior area of the detention basin. All woody vegetation shall be removed from the area and properly disposed of off-site.

- (3) Remove Debris and Trash – Services include general housekeeping to pick-up and remove any blown-in weeds, trash or debris. All material shall be removed from the area and properly disposed of off-site.
- (4) Remove Weeds and Grass Growing into Channel -- Services include removing all weeds and grass growing into, or over the top of, the concrete channels located within the bottom of each detention basin. All material shall be removed from the area and properly disposed of off-site.
- (5) Remove Debris from Screen Orifice Plate – Services include inspecting and cleaning the vertical screens located on the exterior wall of the basin outlet structure using a brush or small broom. All material shall be removed from the area and properly disposed of off-site.
- (6) Maintain Interior Basin Turf Consistent with the Adjacent Exterior Turf – This is a general maintenance comment since the best operational condition of the interior surface of the detention basins is a uniform healthy turf, aesthetically consistent with the surrounding landscape.

GRANT RANCH

MAINTENANCE OF LANDSCAPE TRACTS

LEGEND

- AREA 1  MAINTAINED BY BOWLES METROPOLITAN DISTRICT
- AREA 2  MAINTAINED BY BOWLES METROPOLITAN DISTRICT AND UNDER CONTRACT WITH MASTER HOME OWNER ASSOCIATION
- AREA 3  MAINTAINED BY MASTER HOME OWNER ASSOCIATION
- AREA 4  MAINTAINED BY SUB HOME OWNER ASSOCIATION
- AREA 5  MAINTAINED UNDER SEPARATE CONTRACT

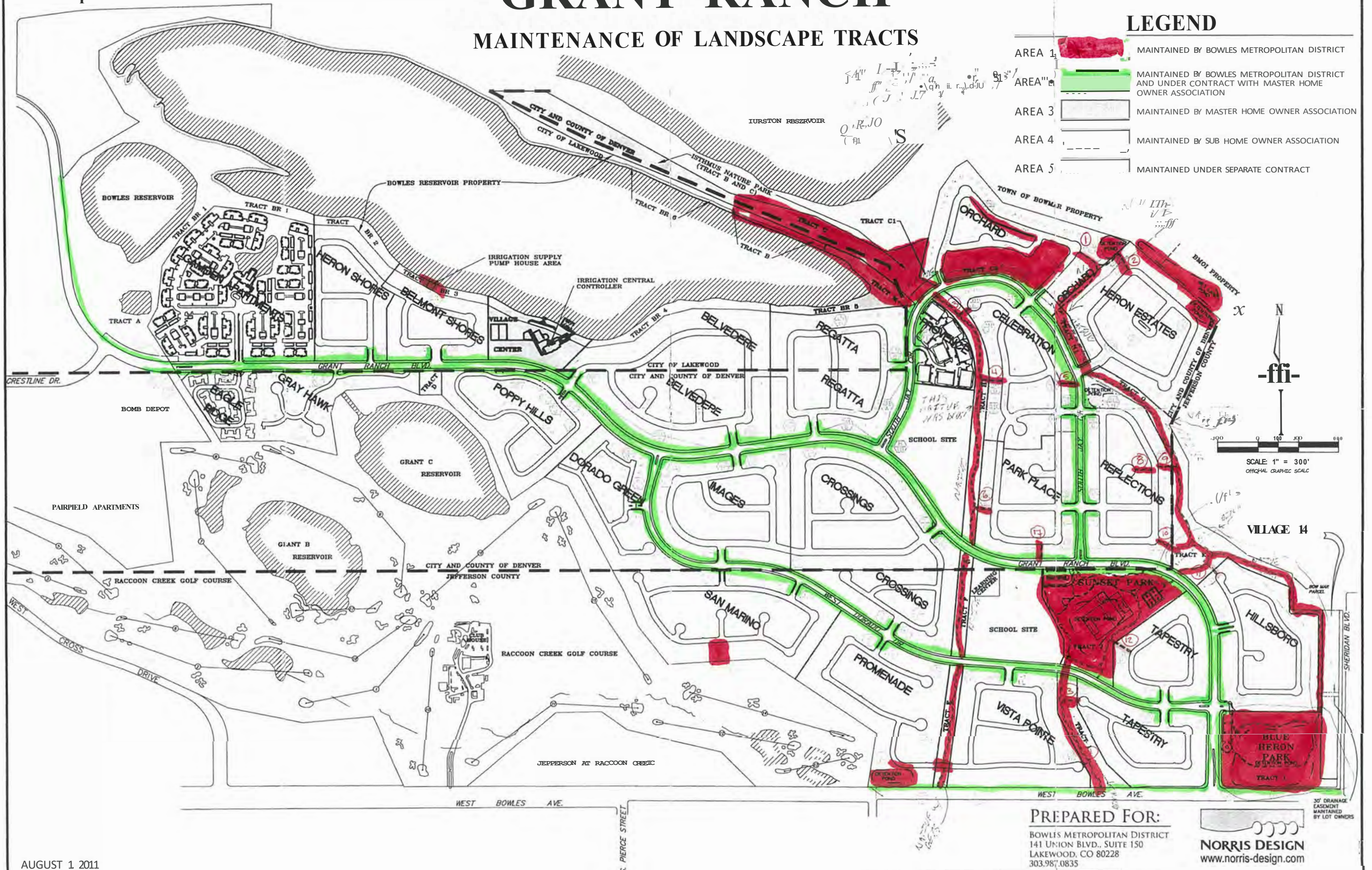
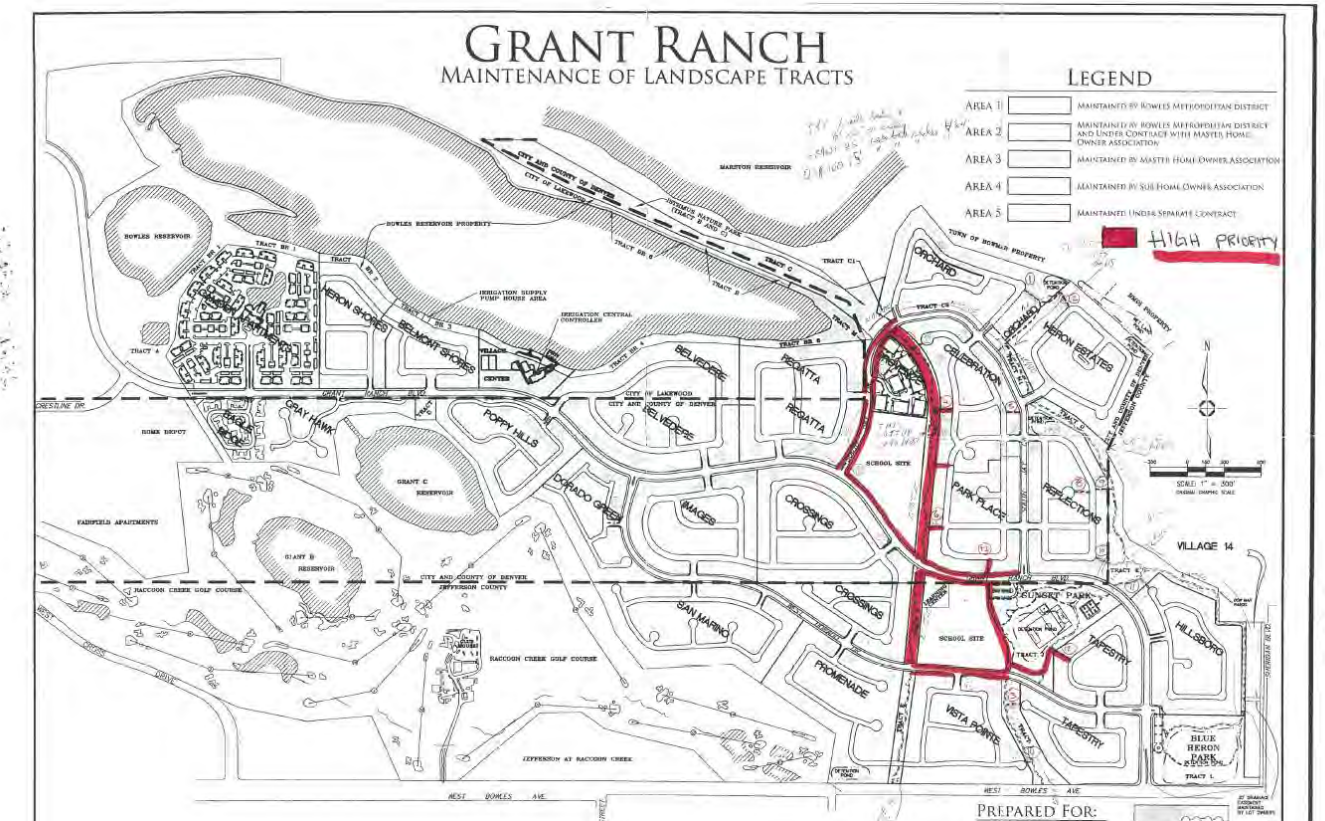
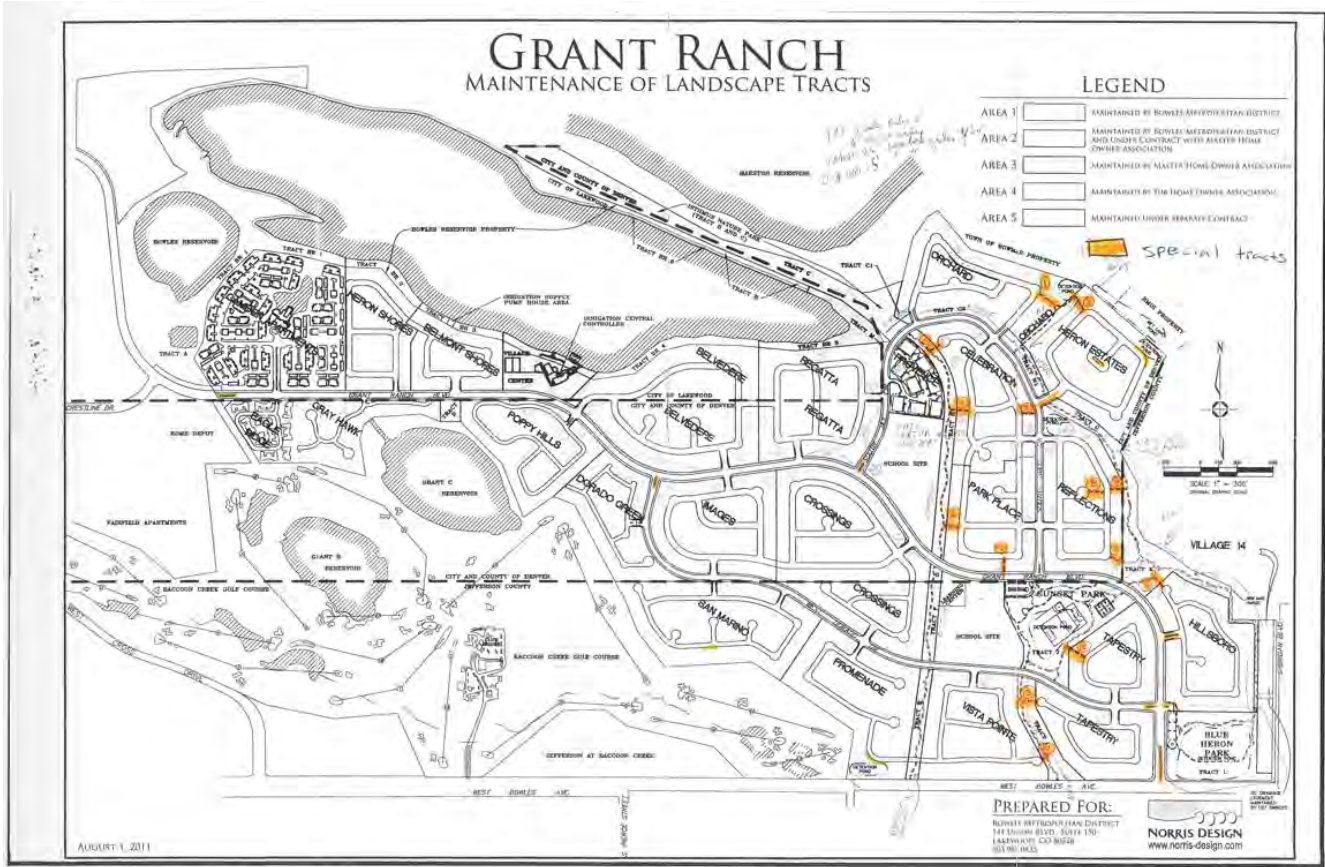


EXHIBIT A-4

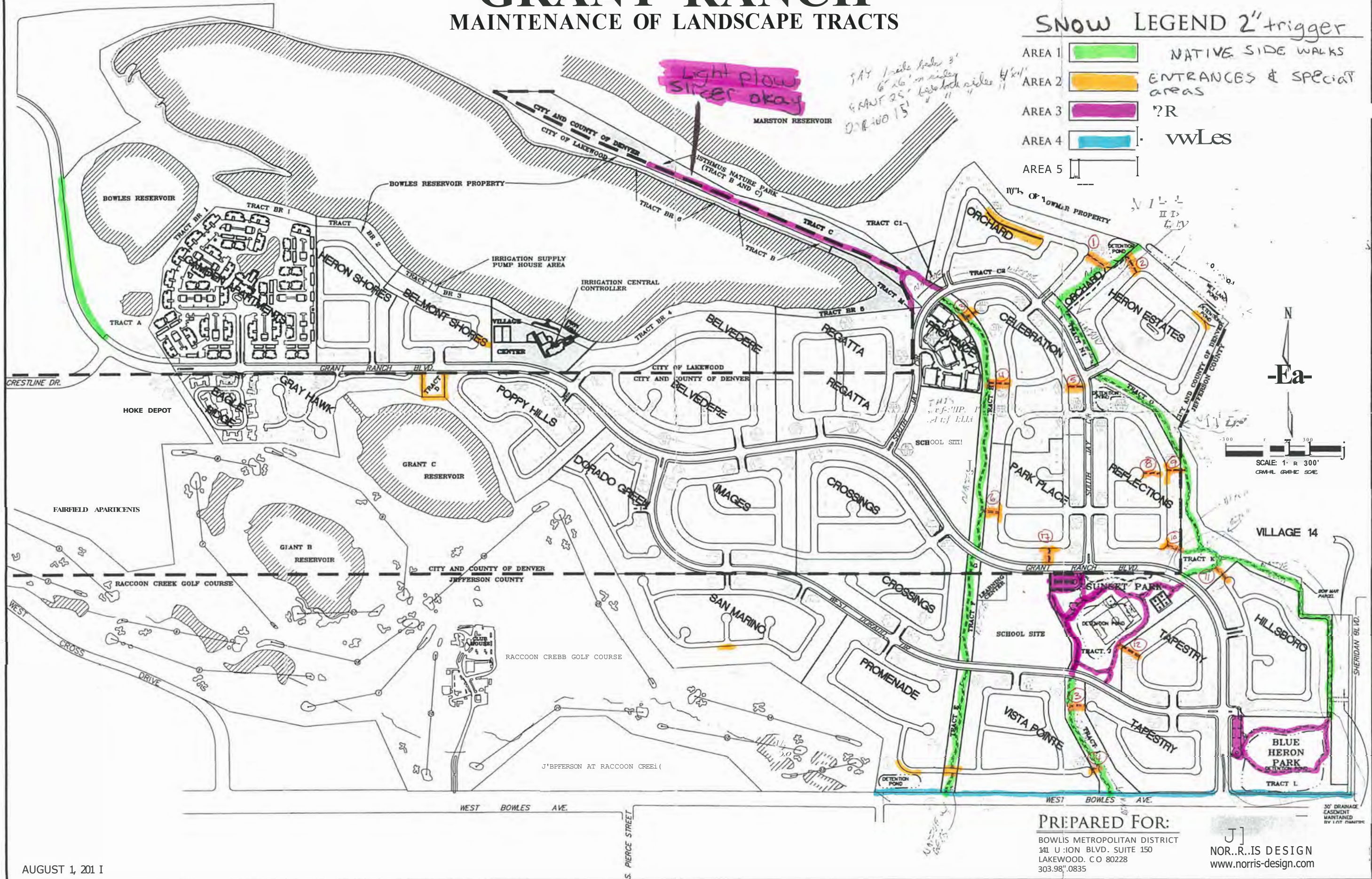
Snow Removal Maps



GRANT RANCH MAINTENANCE OF LANDSCAPE TRACTS

SNOW LEGEND 2" trigger

- AREA 1 NATIVE SIDE WALKS
- AREA 2 ENTRANCES & SPECIAL AREAS
- AREA 3 ?R
- AREA 4 vwLes
- AREA 5



AUGUST 1, 2011

PREPARED FOR:

BOWLES METROPOLITAN DISTRICT
 141 UNION BLVD. SUITE 150
 LAKEWOOD, CO 80228
 303.981.0835

J
 NORRIS DESIGN
 www.norris-design.com

30' DRAINAGE EASEMENT MAINTAINED BY LOT OWNER

DIVISION 2
SITE WORK TECHNICAL SPECIFICATIONS

SECTION 002050

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

This information contains information on products, transportation and handling, storage and protection, product options, and substitutions for specified items.

1.02 RELATED DOCUMENTS

Refer to submittal and materials portions of each section.

1.03 SUBMITTALS

A. Products specified by reference standards or by description only

1. Provide any product meeting those standards.

B. Products specified by naming of one or several manufacturers

Provide products of named manufacturers meeting specifications. No substitutions allowed

1. Without prior approval.

1.04 QUALITY ASSURANCE

Components required in quantity shall be interchangeable. Should these components be exposed to view, purchase the quantity required for the work from a single manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Equipment storage is not allowed on site unless previously approved by Owners' Representative.

B. Packing and Shipping

1. Transport products by method to avoid product damage; deliver in dry, undamaged condition in manufacturer's unopened packaging.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

C. Acceptance at Site

1. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

D. Storage and Protection

1. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight enclosures.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and required storage conditions are met.

END OF SECTION

PART 2 - MATERIALS

2.01 MATERIALS

- A. Irrigation controller location chart will be provided to the Contractor.
- B. Any replacement materials shall conform to the specifications for original installation.
- C. Irrigation central control computer will be provided to the Contractor.
- D. Contractor to supply offsite computer for any remote activity with the Rainmaster Irrigation System.

PART 3 - EXECUTION

3.01 IRRIGATION MANAGEMENT

- A. Irrigation water is non-potable and provided by the Bowles Reservoir Company.
 - 1. All contacts with the water provider shall be coordinated through the Owners Representative.
 - 2. The Contractor shall be responsible for requesting supply schedules and quantities.
 - 3. The Contractor shall notify the Owners Representative of any disruptions in water service or of any interactions with representative of the Bowles Reservoir Company.
- B. System Adjustment
 - 1. Contractor shall be responsible for programming the Rainmaster central control system which serves the District and portions of the HOA by utilizing ET provided from the existing weather station.
 - 2. At least once every week, adjust sprinkler nozzles for radius of throw and arc to minimize over spray onto hard surfaces and fences. Check the operation of each remote control valve.
 - 3. Adjust irrigation weekly to account for changing water use demand by the landscape over the course of the irrigation season. Maintain records of changes in irrigation log.
 - 4. Monitor irrigation system activities and respond to warnings provided by centralized system.
- C. Watering and Management
 - 1. Contractor is responsible for complying with any watering restrictions imposed by municipalities. Contractor shall notify the Owners Representative if restrictions will adversely affect the landscape.
 - 2. Contractor shall monitor the District and Sub-HOA irrigation use and schedules while operating the central control system. The Contractor shall coordinate with the Sub-HOA contractors for programming and monitoring of the system.
 - 3. Contractor shall monitor water use and submit a recorded of used water to the Owners Representative on a monthly bases.
 - 4. Copies of all watering schedules by controller and zones shall be delivered to the Owner's Representative within 30 days after spring start-up of the irrigation system.
 - 5. Irrigate all areas using existing irrigation sprinkler system. Irrigation schedules shall comply with local ordinances for schedules, quantity of water allowed, windows for watering, etc.. Irrigation systems shall be programmed to minimize operation of zones during times when public will be in or around those zones in operation. Irrigation will be through an automatic system.
 - 6. During prolonged dry spells in winter, irrigate with a watering truck. Irrigation pump cannot be activated during the winter. Extended dry periods occur when less than 5" of snowfall occurs within any given 30-day period.

1. Special operation needed to start-up and shut down, due to pump system. Must open drains/gate valves at each end of system to allow air to escape.
2. Start-up and shut down of weather station as well as maintenance of same is also required.
3. Start-up and shut down must be coordinated with reservoir company as they maintain pumps.
4. Ensure that all manual drain valves are closed.
5. Insert quick coupling key at end of mainline.
6. Open gate valve at P.O.C. slowly to allow filling of the mainline pipe. Purpose of slow filling is to minimize water hammer. Have pump (if applicable) on "off" position when filling mainline.
7. Energize remote control solenoid valves sequentially.
8. Check each sprinkler for proper operation. Repair as necessary.
9. Check each valve for signs of leakage.
10. Adjust irrigation schedule on controller to provide adequate irrigation for spring seasonal demand.
11. Contractor will be responsible for winterization and spring start-up, during the first season operation, for the irrigation system, as dictated by the maintenance contract.
12. All costs associated with the winterization and spring start-up shall be included in the base bid price.
13. Any damage to the irrigation system and equipment, as a result of poor winterization, shall be assumed by the contractor.

END OF SECTION

these areas. Over-seeding and weed control will be by separate contractor or contract. Contractor shall coordinate efforts with the native area contractor for best results.

1.02 QUALITY ASSURANCE:

- A. Contractor shall maintain a weekly landscape maintenance log, indicating services performed. Submit copies of the log with each month's pay request.
- B. Contractor shall submit a sample of the form used to log work. Owner or Owner's Representative must approve the format for logging work. All maintenance logs will be entirely completed and in a uniform format. Contractor shall maintain originals of the maintenance logs, in a bound format. Contractor shall use the pay request form approved by the owner in preparing monthly pay submittals.
- C. Work Force: Contractor's representative in charge of landscape maintenance shall be experienced in landscape maintenance. Contractor's representative in charge of irrigation system maintenance shall be experienced in the design, installation, and maintenance of centralized irrigation systems. Contractor shall also have, as a member of his maintenance personnel, an experienced horticulturist familiar with local landscape plant health care management issues. Contractor shall have a valid commercial pesticide applicator's license from the State of Colorado. All pesticide applications shall have at least one crewmember present that has a valid Qualified Supervisor (QS) or Certified Operator (CO) license with Colorado Department of Agriculture. No restricted use pesticides (RUPs) are permitted without the expressed permission of an authorized Owner's Representative.

All tree pruning shall have at least one crewmember present who has a valid certified arborist and/or certified tree climber designation with the International Society of Arboriculture.

1.03 SUBMITTALS:

- A. The Contractor shall submit a schedule of all maintenance-related activities planned during the maintenance period. The maintenance schedule shall respond to seasonal requirements. Maintenance schedule shall be prepared to include, but shall not be limited to, the following:
 1. Turf/Native Seed/Wildflower Area Maintenance
 - a. Irrigation schedules
 - b. Fertilization
 - c. Aeration and thatch removal
 - d. Mowing and edging
 - e. Weed control
 - f. Disease and insect control
 2. Woody Plant Maintenance (including groundcover and perennials)
 - a. Irrigation equipment and schedules
 - b. Re-mulching and soil cultivation
 - c. Fertilization
 - d. Re-staking, guying, and wrapping
 - e. Pruning
 - f. Weed control
 - g. Insect and disease control
 - h. Winter watering
- B. The Contractor shall submit with the maintenance schedule product data for all maintenance materials such as fertilizers, pesticides, etc. This information shall relate directly to time of use, application rate, target pest(s), host plant(s), and safety issues. MSDS shall also be provided to owner.

- C. Progress Reports: Contractor shall submit on a monthly basis a progress report describing the activity which has occurred during the previous month. Reports shall be in a format acceptable to the District. Reports shall be delivered to the District's office by the first Tuesday of the following month.

1.04 WORK INCLUDED

- A. All maintenance and repair operations pertaining to Communities amenities include, but are not limited to the following:
 - 1. recreation facilities and equipment
 - 2. debris and trash collection
 - 3. lighting systems

1.05 PROJECT CONDITIONS

- A. There are several conditions under which the Communities amenities shall be maintained and/or repaired. These conditions include:
 - 1. Repair work due to vandalism.
 - 2. Repair work due to normal wear and tear.
 - 3. Ongoing general maintenance procedures.
 - 4. Maintenance vs. warranty work covered under new construction. The responsible parties for work performed within different jurisdictional areas are summarized in the Maintenance Matrix.
 - 5. Repair work due to Contractor negligence.
- B. Reimbursements Conditions
 - 1. Any repair work and/or replacement required due to a lack of proper maintenance procedures shall be the responsibility of the maintenance Contractor.
 - 2. Any repair work and/or replacement required that is not due to improper maintenance procedures, and fall within the warranty period as stipulated under the original construction contract shall be the responsibility of the original installation Contractor.
 - 3. All repair/maintenance procedures that are covered under the Maintenance Contract shall be paid for as stipulated under the General Conditions and Supplemental Schedule of Unit Prices. All pay requests shall be submitted on the enclosed forms. (See Appendices)

PART 2 - PRODUCTS

Materials used for maintenance shall be supplied by Contractor unless otherwise specified.

Any replacement plant materials shall conform to the sizes identified in a proposal for work developed between the Contractor and the Owner's Representative.

Any replacement of non-organic landscape materials shall conform to the type, size and condition of the material being replaced.

2.01 SUBMITTALS

- A. The Contractor shall submit a list of products with manufacturer's specs for all cleaning and repair products required for the maintenance of the work items included under this section.
- B. The Contractor shall submit a list of power equipment required for all cleaning operations of items included under this section.
- C. Reference the Appendix section of this document for specific product specification as they apply to this section.

3.04 TREE MAINTENANCE

- A. Pruning – To be completed by a certified arborist.
1. Follow all pruning procedures outlined in this document. All pruning twelve (12) feet and above is an addition to the contract.
 2. Trees along parking lots, sidewalks, pathways and other pedestrian areas and those that impede signage will be safety pruned up to 8' in an effort to eliminate low hanging limbs and limbs that block signage.
 3. Fall planted trees shall not be pruned until one year after planting, except to remove broken or weak branches. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
 4. Coniferous trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.
 5. In deciduous trees where branches are growing one directly above another, maintain at least 14 to 36 inches above the lower branch on small to medium-size trees, and 60 inches on large-growing trees. Retain lateral branches along limbs, but each should be less than one-half (1/2) the diameter of the limb at its attachment.
 6. On large growing, deciduous trees, branches that are more than one-third (1/3) the diameter of the trunk should be spaced along the trunk at least 18 inches apart, on center. If this is not possible, because of the present size of the tree, such branches should have their foliage thinned, particularly near their terminals.
 7. No flush cuts and no tree paint or sealant are allowed on any tree. No stub (branch part longer than ¼ inch beyond the branch collar) are allowed on any tree.
 8. Where possible (except for fire blight susceptible ornamental/fruit trees) on non-flowering trees, pruning should occur just prior to foliation in the spring, or after leaf expansion in early summer and after flowering has occurred on flowering trees. Fire blight susceptible trees (e.g., pear, apple, crabapple) should not be pruned during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required to eliminate such conditions.
- B. Tree Wrap
1. Wrap the trunks of all deciduous trees up to 4" caliper to prevent sun scald (Cottonwoods, Hackberry, and Bur Oaks excluded). Wrap from the ground to the first major branch. Secure by stapling or using jute. Do not use electrical tape. Wrap trees between November 15 and April 15. Remove wrap during the growing season, from April 15 to November 15. Use a commercially available tree wrap, pre-approved by landscape architect.
- C. Tree Staking and Guying
1. Remove stakes and guys as soon as they are no longer needed, usually no longer than one year. Stakes and guys are to be inspected to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds. Guying material shall consist of nylon webbing straps 2 inches wide, secured around the trunk or main stems no higher than two-thirds (2/3)

the distance from the ground to the first scaffold branch (on deciduous trees). Replace all broken stakes and ties with specified materials.

D. Fertilization

1. Fertilize all trees once a year in the spring (April 1-15). Do not fertilize trees until after they have been planted for one full year.
2. Fertilize trees with 18-7-10 formulation, slow release fertilizer. Apply 6 oz./100 s.f. Apply once in spring. Apply by spreading fertilizer evenly around the ball of the tree. Apply from the trunk out to the drip line.
3. If trees exhibit iron chlorosis, provide foliar fertilization with chelated iron. Cost of foliar fertilization is a part of this contract. Avoid contact with all stainable surfaces including concrete sidewalks, pavers, planter walls, rock mulch, project signage, and lights. Obtain written authorization of Owner's Representative prior to fertilization.

E. Mulching

1. Re-supply mulch when necessary to maintain a weed-free planting area. Notify Owner's Representative when this work is needed. Labor and materials will be based on pre-approved pricing.

3.05 SHRUBS, GROUND COVERS, ORNAMENTAL GRASSES, AND FLOWERS

A. Pruning

1. Prune shrubs, ground covers, and flowers to maintain a natural appearance. There are no plantings in which shearing is intended unless approved by the Owners' Representative (except large junipers impeding walkways – i.e. Sea Green Juniper). Shrubs shall not be clipped into balled or boxed forms unless requested by an authorized district representative.
2. Pruning is deemed necessary when keeping plant material within the space allowed.
3. Cut back ornamental grasses as directed by the Owner's Representative, in the spring at the time the sprinkler system is turned on or after they are heavily matted down by spring snow storms. Remove and dispose of cuttings.
4. Cut back herbaceous perennials to the ground in the fall at the time the sprinkler system is winterized. Remove and dispose of cuttings.
5. Prune all dead, diseased, and dying branches.
6. Prune long uncharacteristic branches that detract from the shrub's overall form. Prune branches adjacent to bare spots to encourage full shrub growth.
7. Prune flowering shrubs within two weeks after flowering has ended (to prevent pruning of future flower buds).
8. Prune ground covers to maintain a neat, well-kept appearance and to prevent ground covers from climbing shrubs.
9. Cut back taller growing herbaceous perennials when they become rangy in appearance.
10. Pinch back dead flower heads on a weekly basis to promote greater flowering.
11. Cut back bulbs after foliage has turned a 50-75% yellow and begun to fall off.

B. Fertilization

1. In early May, fertilize all shrubs, ornamental grasses, ground cover, and wildflower beds with 18-7-10 formulation, slow release fertilizer at the rate of 6 oz/1,000 sq. ft. Use a broadcast method for application of fertilizer.

C. Bulb and Perennial Maintenance

1. In the spring, divide perennials when they become too crowded. Relocate divisions to bare spots. Do not overly thin.

D. Mulching

1. Resupply mulch when necessary to maintain a weed-free planting area. Notify Owner's

- D. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. Contractor shall use materials, and methods of application approved by Manufacturer and Owner's Representative.
- E. Visually inspect all areas weekly. Remove graffiti the same day it is visually noted.
- F. Graffiti is not part of the base maintenance contract and will be paid for on an hourly basis as approved by the Owner's Representative at the stipulated unit price.

END OF SECTION

APPENDIX

SECTION 028000

IRRIGATION INSTALLATION

PART 1 - GENERAL

1.01 SUMMARY

Work of this section generally includes provisions for the installation of an underground landscape irrigation system if required or requested as a result of repairs, retrofit or special projects. Work may include:

- A. Static pressure verification and coordination of irrigation system installation with landscape material installation.
- B. Trenching, stockpiling excavation materials, refilling and compacting trenches.
- C. Complete irrigation system including but not limited to piping, valves, fittings, heads, controllers and wiring, and final adjustments to insure complete coverage.
- D. Water connections.
- E. Replacement of unsatisfactory materials.
- F. Clean-up, Consultant Reviews, and Project Acceptance.
- G. Tests.
- H. Permits: Contractor will be responsible for obtaining all necessary permits required for work. Contractor shall know, understand, and comply with all watering restrictions.
- I. Storm Water Management: Insure all necessary erosion control and storm water management devices are in place and operation correctly. The Contractor is responsible to coordinate all storm water management in conformance with jurisdictional authorities.

1.02 RELATED SECTIONS

- A. Examine all sections related to project work.

1.03 REFERENCES

- A. Perform Work in accordance with requirements of Conditions of the Contract and Division 01 - General requirements as well as provisions of all applicable laws, codes, ordinances, rules, and regulations.
- B. Conform to requirements of reference information listed below except where more stringent requirements are shown or specified in Contract Documents.
 - 1. American Society for Testing and Materials (ASTM) - Specifications and Test Methods specifically referenced in this Section.
 - 2. Underwriters Laboratories (UL) - UL Wires and Cables.
- C. Refer to Section 028100 (Irrigation Maintenance)
- D. Refer to Section 029100 (Landscape Maintenance)
- E. Refer to Section 029005 (Landscape Installation)
- F. Refer to Section 029140 (Soil Preparation)

- G. Refer to Section 029220 (Seeding)
- H. Refer to Section 029225 (Sodding)

1.04 QUALITY ASSURANCE

- A. Installer Qualifications - Installer shall have had considerable experience and demonstrate ability in the installation of irrigation system(s) of specific type(s) in a neat orderly, and responsible manner in accordance with recognized standards of workmanship. To demonstrate ability and experience necessary for this Project, and financial stability, submit qualifications, as required in bidding documents.
- B. Special Requirements:
 - 1. Work involving substantial plumbing for installation of copper piping, backflow preventer(s), and related work shall be executed by licensed and bonded plumber(s). Secure a permit at least 48 hours prior to start of installation.
 - 2. Tolerances - Specified depths of mains and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment.
 - 3. Coordination with Other Contractors - Protect, maintain, and coordinate Work with Work under other Section.
 - 4. Damage To Other Improvements - Contractor shall replace or repair damage to grading, soil preparation, seeding, sodding, or planting done under other Sections during Work associated with installation of irrigation system at no additional cost to Owner.

1.05 SUBMITTALS

Prepare and make submittals in accordance with conditions of the Contract.

- A. Materials List - Submit six copies of a complete materials list indicating manufacturer, model number, and description of all materials and equipment to be used. Show appropriate dimensions and adequate detail to accurately portray intent of construction.
- B. Record Drawings (As-Built):
 - 1. At onset of irrigation installation secure Autocadd files of original irrigation design from Owner's Representative. At the end of every day, revise as-built prints for work accomplished that day in red ink. As-built field prints shall be brought up-to-date at the close of the working day every Friday by a qualified draftsman. A print of record plan(s) shall be available at Project Site. Indicate zoning changes on weekly as-built drawings. Indicate non-pressure piping changes on as-builts. Upon completion of Project, submit for review, prior to final acceptance, final set of as-built mylars and an Autocadd disk copy. Dimensions, from two permanent points of reference (building corners, sidewalk, road intersections or permanent structures), location of following items:
 - a. Connection to existing water lines.
 - b. Routing of sprinkler pressure lines (dimension maximum 100 feet along routing).
 - c. Sprinkler control valves.
 - d. Quick coupling valves.
 - e. Manual drains and stop and waste valves.
 - f. Drip line blowout stubs.
 - g. Control wire routing if not with pressure mainline.
 - h. Gate valves.

- charged to and paid by Contractor.
2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to Owner. Restore disturbed areas to original condition.
- B. Existing Trees:
1. All trenching or other Work under limb spread of any and all evergreens or low branching deciduous material shall be done by hand or by other methods so as to prevent damage to limbs or branches.
 2. Where it is necessary to excavate adjacent to existing trees use all possible care to avoid injury to trees and tree roots. Excavation, in areas where 2 inch and larger roots occur, shall be done by hand. Roots 2 inches or larger in diameter, except directly in the path of pipe of conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a trenching machine is operated close to trees having roots smaller than 2 inches in diameter, wall of trench adjacent to tree shall be hand trimmed, making clean cuts through roots. Trenches adjacent to trees shall be closed within 24 hours, and when this is not possible, side of trench adjacent to tree shall be kept shaded with moistened burlap or canvas.
- C. Protection and Repair of Underground Lines:
1. Request proper utility company to stake exact location (including depth) of all underground electric, gas, or telephone lines. Take whatever precautions are necessary to protect these underground lines from damage. If damage does occur, Utility Owner shall repair all damage. Contractor shall pay all costs of such repairs unless other arrangements have been made.
 2. Request Owner's Representative, in writing, to locate all private utilities (i.e., electrical service to outside lighting) before proceeding with excavation. If, after such request and necessary staking, private utilities that were not staked are encountered and damaged by Installer, Owner shall repair them at no cost to Installer. If Contractor damages staked or located utilities, they shall be repaired by Utility Owner at Contractor's expense unless other arrangements have been made.
- D. Replacement of Paving and Curbs - Where trenches and lines cross existing roadways, paths, curbing, etc., damage to these shall be kept to a minimum and shall be restored to original condition.

1.08 MAINTENANCE

- A. Furnish the following maintenance items to the Owner's Representative prior to Final Acceptance:
1. Two Sets of special tools required for removing, disassembling, and adjusting each type of sprinkler head and valve supplied on this Project.
 2. Two six foot valve keys for operation of gate valves.
 3. Two keys for each automatic controller.
 4. Two quick coupler keys and two matching hose swivels for each type of quick coupling valve installed.
 5. Two aluminum drain valve keys of sufficient length for operation of drain valves.
- B. Winterization - include cost in bid for winterizing complete system at conclusion of sprinkling season (in which system received final acceptance) within 3 days notification by the Owner's Representative. System shall be voided of water using compressed air or similar method reviewed by Consultant. Reopen, operate, and adjust system malfunctions accordingly during April of following season within 3 days of notification by Owner's Representative.

4. Emitters - Single port, pressure compensating, press on type by Hardie.
- E. Gate Valves:
 1. Gate Valves for 3/4 inch through 2-1/2 Inch Pipe - Brass construction; solid wedge, IPS threads, and non-rising stem with wheel operating handle.
- F. Quick Coupling Valves – Rain bird 44 LRC.
- G. Valve Boxes - Carson:
 1. Gate Valves, Drip Line Blow-out Stubs, and Wire Stub Box - Carson Brooks #910-12, box as detailed.
 2. 3/4 inch through 2 inch Control Valves – Carson #1419-13B box as detailed.
 3. Drip Valve Assemblies - Carson Brooks #1320-13B as detailed.
- H. Electrical Control Wiring:
 1. Low Voltage:
 - a. Electrical Control Wire - AWG UFUL approved No. 14 direct burial copper wire or larger, if required to operate system as designed.
 - b. Electrical Common Wire - AWG UFUL approved No. 12 direct burial copper wire or larger, if required to operate system as designed.
 - c. Wire Colors:
 - Control Wires - Red.
 - Common Wires - White.
 - Master Valve Wires - Blue.
 - Spare Control Wires - Black.
 - Spare Common Wires - Yellow.If multiple controllers are utilized, and wire paths of different controllers cross each other, both common and control wires from each controller shall be different colors approved by Consultant.
Control Wire connections and splices shall be made with 3M DBY direct bury splice, Rain Bird Connectors, or similar dry splice method.
Communication Cable – Paige PE-89 or approved equal with 3M Gel-type connections installed within Preformed Super Serviseal Splice Kit.
High Voltage - Type required by local codes and ordinances, of proper size to accommodate needs of equipment serviced.
- I. Automatic Controller – Rainmaster Evolution DX series radio ready.
- J. Electric Control Valves – Rain Bird PEB series.
- K. Sprinkler Heads – Rain Bird 1800 series, Hunter I-40, I-25 and I-20 series.
- L. Backflow Preventer – Febco 825 YA.

PART 3 - EXECUTION

3.01 SITE CONDITIONS, LANDSCAPE PLAN REVIEW AND COORDINATION

- A. Contractor will be held responsible for coordination between landscape and irrigation system installation. Landscape material locations shown on the Landscape Plan shall take precedence over the irrigation system equipment locations. If irrigation equipment is installed in conflict with the landscape material locations shown on the Landscape Plan, the Contractor will be required to relocate the irrigation equipment, as necessary, at Contractor's expense.
- B. Contractor is responsible to notify Consultant of any field conditions that vary from the conditions shown on the Irrigation Construction Documents. If Contractor fails to notify Consultant of these

conditions, Contractor will be held responsible for all costs associated with system adjustments required due to the change in field conditions.

3.02 STATIC PRESSURE VERIFICATION

Contractor shall field verify the static pressure at the project site, prior to commencing work or ordering irrigation materials, and submit findings, in writing, to Consultant. If Contractor fails to verify static water pressure prior to commencing work or ordering irrigation materials, Contractor shall assume responsibility for all costs required to make system operational and the costs required to replace any damaged landscape material. Damage shall include all required material costs, design costs and plant replacement costs.

3.03 INSPECTION

Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

- A. Grading operations, with the exception of final grading, shall be completed and approved by Owner's Representative before staking or installation of any irrigation system begins.
- B. Underground Utilities shall be installed prior to installation of irrigation system. If irrigation installation takes place prior to utility installation, Contractor shall notify Owner's Representative of this condition in writing prior to commencement of irrigation installation.

3.04 PREPARATION

- A. Staking shall Occur as Follows:
 - 1. Mark, with powdered lime, routing of pressure supply line and flag heads for first few zones. Contact Consultant 48 hours in advance and request review of staking. Proposed locations of all trees shall be field staked by Contractor and approved by Owner's Representative prior to Consultant review of irrigation staking. Consultant will advise installer as to the amount of staking to be prepared. Consultant will review staking and direct changes if required. Review does not relieve installer from coverage problems due to improper placement of heads after staking.
 - 2. Contractor shall contact Consultant if field spacing varies by +/- 10% of the spacing shown on the irrigation plans. If Contractor fails to notify Consultant of variances exceeding 10%, Contractor assumes full responsibility for the costs associated with any required system modifications deemed necessary by the Owner's Representative.
 - 3. If Project has significant topography, freeform planting beds, or other amenities, which could require alteration of irrigation equipment layout as deemed necessary by Consultant, do not install irrigation equipment in these areas until Consultant has reviewed equipment staking.
- B. Install sleeving under asphalt paving and concrete walks, prior to concreting and paving operations, to accommodate piping and wiring. Compact backfill around sleeves to 95% Modified Proctor Density within 2% of optimum moisture content in accordance with STM D1557.
- C. Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawing. Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed.
 - 1. Clearances:
 - a. Piping 3 Inches and Larger - Make trenches of sufficient width (14 inches minimum) to properly assemble and position pipe in trench. Minimum clearance of piping 3 inches or larger shall be 5 inches horizontally on both sides of the trench.

- b. Piping Smaller than 3 Inches - Trenches shall have a minimum width of 7 inches.
- c. Line Clearance - Provide not less than 6 inches of clearance between each line and not less than 12 inches of clearance between lines of other trades.
2. Pipe and Wire Depth:
 - a. Pressure Supply Piping - 24 inches from top of pipe.
 - b. PVC Sleeving - 18 inches from top of pipe.
 - c. Non-pressure Piping (rotor) - 18 inches from top of pipe.
 - d. Non-pressure Piping (pop-up) - 12 inches from top of pipe.
 - e. Control Wiring/Communication Cable - Side of pressure main or at 18 inch depth if installed in a separate trench with no mainline piping..
 - f. Drip Tubing - 12 inches from top of pipe.
 - g. Emitter Tubing (Micro-tubing) - 8 inches from top of pipe.
3. Boring will be permitted only where pipe must pass under obstruction(s) which cannot be removed. In backfilling bore, final density of backfill shall match that of surrounding soil. It is acceptable to use sleeves of suitable diameter installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.
4. Vibratory Plow - Non-pressure piping may be installed through use of vibratory plow method if consultant determines soil conditions are satisfactory for this method of installation. Vibratory plowing does not relieve installer of minimum pipe depths.

3.05 INSTALLATION

Locate other equipment as near as possible to locations designated. Consultant shall review deviations prior to installation.

- A. PVC Piping - Snake pipe in trench as much as possible to allow for expansion and contraction. Do not install pipe when air temperature is below 40~F. Place manual drain valves at low points and dead ends of pressure supply piping to insure complete drainage of system. When pipe installation is not in progress, or at end of each day, close pipe ends with tight plug or cap. Perform Work in accordance with good practices prevailing in piping trades.
 1. Solvent Weld PVC Pipe - Lay pipe and make all plastic to plastic joints in accordance with manufacturer's recommendations.
- B. Drip Tubing:
 1. Make all fitting connections as per manufacturers recommendations.
 2. Use only manufacturer provided or recommended hole punch when making penetrations in drip tubing for insert fittings. Use of any other hole punch shall be cause for immediate removal and replacement of all installed drip tubing.
 3. Install drip line blow-out stubs at all dead ends of drip tubing.
- C. Control Wiring:
 1. Low Voltage Wiring:
 - a. Bury control wiring between controller and electric valves in pressure supply line trenches, strung as close as possible to main pipe lines with such wires to be consistently located below and to one side of pipe, or in separate trenches.
 - b. Bundle all 24 volt wires at 10 foot intervals and lay with pressure supply line pipe to one side of the trench.
 - c. Provide an expansion loop at every pressure pipe angle fitting, every electric control valve location (in valve box), and every 500 feet. Form expansion loop by wrapping wire at least 8 times around a 3/4 inch pipe and withdrawing pipe.

- d. Make all splices and E.C.V. connections using Rain Bird Pentite connectors or similar dry splice method.
 - e. Install all control wire splices not occurring at control valve in a separate splice valve box.
 - f. Install one control wire for each control valve.
 - g. Run two spare #14 AWG UFUL control wires and one common wire from controller pedestal to the end of each and every leg of mainline. Label spare wires at controller and wire stub box.
2. High Voltage Wiring for Automatic Controller:
- a. Provide 120 volt power connection to automatic controller.
 - b. All electric work shall conform to local codes, ordinances, and authorities having jurisdiction. All high voltage electrical work shall be performed by licensed electrician.
- D. Automatic Controller:
1. Install controller in accordance with manufacturer's instructions as detailed and where shown on Drawings.
 2. Connect remote control valves to controller in numerical sequence as shown on Drawings.
 3. Owner's Representative shall approve final location of controller prior to installation.
 4. Each controller shall be a dedicated separate ground wire and grounding rod as detailed.
 5. All above ground conduit shall be rigid galvanized with appropriate fittings. All below ground conduit shall be schedule 40 PVC.
- E. Electric Control Valves - Install cross-handle four inches below finished grade where shown on Drawings as detailed. When grouped together, allow at least 12 inches between valve box sides. Install each remote control valve in a separate valve box. Install individual valve box flush with grade.
- F. Quick Coupling Valves - Install quick couplers on swing-joint assemblies as indicated on construction details; plumb and flush to grade. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees.
- G. Drip Valve Assemblies - Install drip valve assembly as detailed.
- H. Drip Emitters - Stake all surface emitters as detailed and staked with acceptable tubing stakes.
- I. Drain Valves - Install one manual drain valve on pressure supply line at all low spots as detailed. Provide a three cubic foot drainage sump for drain valve as detailed. Locate all drain valves on as-built plans.
- J. Valve Boxes:
1. Install one valve box for each type of valve installed as detailed. Valve box extensions are not acceptable except for master valves and flow sensors. Install gravel sump after compaction of all trenches. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
 2. Brand controller letter and station number on lid of each valve box. Letter and number size shall be no smaller than 1 inch and no greater in size than 1 1/2 inches. Depth of branding shall be no more than 1/8 inch into valve box lid.
- K. Gate Valves - Install where shown on Drawings as detailed.

- L. Sprinkler Heads - Install sprinkler heads where designated on Drawings or where staked. Set to finish as detailed. Spacing of heads shall not exceed the maximum indicated on Drawing unless re-staked as directed by Consultant. In no case shall the spacing exceed maximum recommended by manufacturer. Install heads on swing joints or riser assemblies as detailed. Adjust part circle heads for proper coverage. Adjust heads to correct height after sod is installed. Plant placement shall not interfere with intended sprinkler head coverage, piping, or other equipment. Consultant may request nozzle changes or adjustments without additional cost to the Owner.

- M. Backfilling - Do not begin backfilling operations until required system tests have been completed. Backfill shall not be done in freezing weather except with review by Consultant. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Trenches shall be finish graded prior to walk-through of system by Consultant.
 - 1. Materials - Excavated material is generally considered satisfactory for backfill purposes. Backfill material shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 1 inch in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction, and final grade requirements.
 - 2. Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
 - 3. Compact backfill to 90% maximum density, determined in accordance with ASTM D155-7 utilizing the following methods:
 - a. Mechanical tamping.
 - b. Puddling or ponding. Puddling or ponding and/or jetting is prohibited within 20'-0" of building or foundation walls.

- N. Piping Under Paving:
 - 1. Provide for a minimum cover of 18 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete or concrete paving.
 - 2. Piping located under areas where asphalt or concrete paving will be installed shall be bedded with sand (a layer 6" below pipe and 6" above pipe).
 - 3. Compact backfill material in 6" lifts at 90% maximum density determined in accordance with ASTM D155-7 using manual or mechanical tamping devices.
 - 4. Set in place, cap, and pressure test all piping under paving, in presence of Owner's Representative prior to backfilling and paving operations.
 - 5. Piping under existing walks or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at no cost to Owner. Obtain permission to cut or break walks and/or concrete from Owner's Representative.

- O. Water Supply and Point of Connection - Water supply shall be extended as shown from water supply lines.

3.06 FIELD QUALITY CONTROL

- A. Flushing - After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, quick coupler assemblies, and hose valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthest valves. Cap risers after flushing.

Superior 3.5 oz. Spun bonded landscape fabric, or approved equal.
Data sheet shall contain information on tear strength, permeability, and puncture strength.

4. Fertilizer

Submit data sheets for all fertilizers used.

5. Compost

Ground Compost (Item #18-126) as supplied by Front Range Materials (303-425-9992), or approved equal. Refer to Section 02920 for expectations of the compost.

6. Sod

90/10 Fescue Bluegrass Blend, as supplied by Bittersweet Turf Farms (303-659-5118), or approved equal.

7. Hydro-Mulch

"Silva-Fiber" manufactured by Weyerhaeuser Company, as supplied by Bowman Construction Supply, Inc., (303) 696-8960, or approved equal. Refer to Section 02931.

8. Tackifier

"M-Binder" manufactured by Ecology Controls as supplied by Bowman Construction Supply, Inc., (303) 696-8960, or approved equal. Refer to Section 02931.

9. Seed

Submit data sheets for all specified seed mixes. Refer to Section 02931.

10. Erosion Control Netting

SR150 manufactured by North American Green, as supplied by the Nilex Corporation, or approved equal.

B. Samples

Submit physical samples of each of the following materials for approval. All samples shall be submitted in a one quart, clear, plastic bag (Ziploc type) or appropriate container. Submittals must be made prior to commencing any activities. All samples shall be clearly labeled with the following information.

- Reunion Phase 2 Site Improvements
- Material name as shown on plans and specifications
- Supplier or distributor's name
- Supplier or distributor's product name and/or order number

Required samples are as follows

1. Wood Mulch

Aspen Mulch as supplied by American Landscape Materials (866-639-0100), or approved equal.

C. Supplier list

A single list of all material suppliers for plant material, and all related landscape and irrigation materials to complete the work in this section and related sections. List must be submitted prior to commencing any activities.

E. Contract Closeout Submittals if requested by the Owner's Representative.

1. Operation and Maintenance Manuals

At the completion of the work, furnish three (3) copies of written maintenance instructions to the Owner's Representative for maintenance and care of the landscaping. Instructions shall include directions for irrigation, weeding, pruning, fertilization, and spraying, as required for continuance of proper maintenance through a full growing season and dormant period.

Contractor shall also furnish three (3) copies of operation manuals for all equipment, provided by the contractor.

2. Guarantee and Warranty

At completion of work, furnish written guarantee and warranty, to the Owner's Representative based on the requirements of this section.

1.05 QUALITY ASSURANCE

A. Reference Standards

1. U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act and equal in quality to standards for Certified Seed.
2. Requirements for measurements, grading, branching, quality, and the balling and burlapping of plants listed in the plant list shall follow the current issue of American Standard for Nursery Stock issued by the American Association of Nurserymen, Inc. (ANSI-Z 60.1-1990)
3. Plants shall equal or exceed the measurements specified in the plant list, which are minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

B. Quality of Materials

1. All materials shall be subject to inspection and approval. The Owner's Representative reserves the right to reject at any time or place, prior to acceptance, the work and all materials which in the Owner's Representative's opinion fails to meet these specification requirements.
2. Inspection is primarily for quality, however, other requirements are not waived even though visual inspection results in approval. Materials may be inspected where growing but inspection at the place of growth shall not preclude the right of rejection at the site. Inspection may be made periodically during installation of materials, at completion, and at the end of guarantee periods by the Owner's Representative. Plants shall have a habit of growth that is normal for the species. They shall be healthy, vigorous, and free from insect pests, plant diseases, and injuries. All plant material shall be inspected stock conforming to all State and Federal Regulations.
3. Plant material shall not exhibit signs of accelerated growth.

C. Vandalism

The Contractor will not be responsible for malicious destruction of plantings after final acceptance of the project. He will, however, be responsible for replacement of vandalized materials stored but not yet installed, and vandalized material prior to final acceptance. All cases of vandalism shall be promptly reported to the Owner's Representative. The Contractor shall inform the Owner's Representative in writing if additional protection must be installed to protect the landscaping from damage after installation.

B. Existing Conditions

1. Determine if existing conditions are suitable for work. Notify the Owner's Representative if any unacceptable conditions prior to start of work. Start of work constitutes acceptance of existing conditions.
2. Utilities

Determine location of underground utilities and perform work in a manner which will avoid possible damage. Do not permit heavy equipment such as trucks, rollers, or bulldozers to damage utilities. Hand excavate when called for to minimize the possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned. Any damage to utilities that may result in spite of protective measures must be completely corrected and repaired by the Contractor at no additional cost to the Owner.

1.08 SEQUENCING & SCHEDULING

A. Planting Schedule

Schedule each type of landscape work required during the normal season for such work in the area of the site. Establish dates for each type of work and establish a completion date. Correlate work with specified maintenance periods to provide maintenance until accepted by the Owner's Representative. Do not depart from the accepted schedule, except with written authorization. Submit request to the Owner's Representative for changes in the planting schedule. When delays in the planting schedule are unavoidable, include documentation of the reason for delay.

Plant trees and shrubs during normal season for such work in the location of the project.

B. Coordination With Lawns

Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to the Owner's Representative. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Mulches

1. Tree Saucer and Shrub Bed Mulch: A-1 Organics – Second Chance Mulch (Gold).
2. Gravel Shrub Bed Mulch: ¾" "Gold Ore".
3. Seeded Areas: Silva-Fibar as manufactured by Weyerhaeuser Company of Tacoma, Washington, or approved substitution. Mulch shall be dyed green and delivered in manufacturer's original containers for mixture and application on the job site.
4. Tackifier for use with Fiber Mulch: Shall be R-2400 psyllium (Plantago insulari) based tackifier/binder as manufactured by Reclamare Company of Seattle, Washington, (206) 824.2385, or approved substitution.

B. Stakes and Guys

1. Stakes: 6' wood for deciduous trees, and 2' long heavy-duty t-bar steel posts for evergreen trees.

5. Label each tree and shrub with a securely attached waterproof tag bearing legible designation of botanical and common name.
 6. Where formal arrangements or consecutive order of plants are shown, select stock for uniform height and spread, and label with numbers (if necessary) to assure symmetry in planting.
 7. Provide plant material complying with the recommendations and requirements of ANSI Z60.1 "Standard For Nursery Stock" and as further specified.
- K. Deciduous Trees
1. Provide trees of the height and caliper listed or shown.
 2. Where shade trees are required, provide single stem trees with straight trunk and intact leader, free of branches to a point.
 3. Where small trees of upright or spreading type are required, provide trees with single stem, branched or pruned naturally according to species and type, and with the relationship of caliper and branching recommended by ANSI Z60.1, unless otherwise shown.
 4. Where shown as "bush form" provide trees with 3 or more main stems starting close to the ground in the manner of a shrub.
 5. Where shown as a "clump form" provide trees with 3 or more stem starting from the ground.
 6. Provide balled and burlapped deciduous trees unless noted as container plants. Balled and burlapped plants shall be dug with firm, natural balls of earth of the diameter specified or larger, to encompass the fibrous and feeding root system necessary for full recovery of the plant. No balled or burlapped plant shall be accepted if the ball is broken or the trunk is loose in the ball.
- L. Deciduous Shrubs and Groundcovers
1. Provide deciduous shrubs with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub specified.
 2. Plants furnished in containers shall have been grown in pots, cans, or baskets long enough to have sufficient roots to hold earth together intact after removal from container, without being root bound.
- M. Coniferous and Broadleaf Evergreens
1. Provide evergreens of the size shown. Dimension indicates minimum spread for spreading and semi-spreading type evergreens and height for all other types such as globe, dwarf, cone, pyramidal, broad- up-right, and columnar.
 2. Provide evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
 3. Trees shall exhibit consistent growth periods, and shall not exhibit signs of accelerated growth.
 4. Provide balled and burlapped evergreen trees unless otherwise noted as container or collected stock.
- N. Requirements for Balled and Burlapped Stock:
1. Where shown or specified to be balled and burlapped, provide trees and shrubs dug with a firm, natural ball of earth in which they were grown.
 2. Provide ball size of not less than the diameter and depth recommended by ANSI Z60.1 for the type and size of tree or shrub required. Increase ball size or modify ratio of depth to diameter as required to encompass the fibrous and feeding root system necessary for full recovery of trees or shrubs subject to unusual or atypical conditions of growth, soil conditions, or horticultural practice.
 3. Wrap and tie earth ball as recommended by ANSI Z60.1 for the size of balls required. Drum-lace balls with a diameter of thirty inches (30") or greater.

- C. Pre-Emergent Herbicide
 - 1. For all mulched areas, provide Treflan, as manufactured by Elanco Co., pre-emergent selective herbicide in granular form or approved equal.
- D. Post Emergent Herbicide
 - 1. For all planted and seeded areas, provide Roundup (Glyphosate) as manufactured by Monsanto Company or approved equal.
 - 2. For all planted and seeded areas on or near water, provide Rodeo as manufactured by Mansanto Company.
- E. Fine Grading and Soil Preparation
Refer to section 02920.
- F. Sodding
Refer to section 02930.
- G. Seeding
Refer to section 02931.
- H. Edger
 - 1. Plastic Edger: "Dandy Diamond" or approved equal.
 - 2. Steel Edger: Ryerson 4" x 10' x 14 ga. or approved equal.
- I. Final Plant Locations
 - 1. Stake location of individual trees, for approval by Owner's Representative, prior to planting or excavating.
 - 2. If a new tree or shrub relocation is necessary due to interference with underground piping or wiring, the Contractor shall notify the Owner's Representative and receive approval of a new location.
 - 3. The Owner's Representative must approve the precise location of all plants prior to pit excavation and installation.
 - 4. Make minor adjustments as requested by the Owner's Representative, or as necessary to avoid conflicts with sprinkler line locations.
- J. Excavation For Planting
 - 1. Where rubble fill is encountered, notify Owner's Representative and prepare planting pits properly by removal of rubble or other acceptable methods.
 - 2. If rock, underground construction work, or other obstructions are encountered in excavation for planting of trees or shrubs, notify the Owner's Representative. If necessary, new locations may be selected by the Owner's Representative.
 - 3. If subsoil conditions indicate the retention of water in planting areas, as shown by seepage or other evidence indication the presence of underground water, notify the Owner's Representative before backfilling.
 - 4. Tree pits shall be dug with flat bottoms and vertical sides. Tree pits shall be dug with radius equal the diameter of the root ball. All tree pits shall have a minimum depth to accommodate root ball.
 - 5. At the Owner's Representative's option, tree pits will be filled with water and must drain completely within twenty-four hours to be acceptable. Pits that do not drain shall be provided with twelve inch (12") diameter X thirty six inch (36") deep auger holes (one per tree pit) to be filled with 1 1/2" gravel. A change order will be issued if the Owner's Representative determines drain holes shall be installed.
- K. Setting and Backfilling
 - 1. Set container grown stock, excavate as specified for balled and burlapped stock except

- container width and depth shall govern. Pit shall be at least twice as wide as the container.
2. Set tree ball, plumb and in the center of pit or trench with top of ball 2", minimum, above adjacent landscape grades. Remove burlap from sides and tops of balls, but do not remove from under balls. Remove platforms, if any, before setting. Do not use stock if ball is cracked, or broken before or during planting operation. When setting place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
 3. No burlap shall be pulled out from under balls.
 4. A minimum of three-quarters of the wire basket and surplus nylon or binding shall be completely removed, taking care not to damage the root ball. Any roots which are bruised or broken shall be pruned at the time of planting.
 5. After planting, the Contractor shall water each plant regularly until final acceptance.
 6. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with a metal cutter, and remove bottoms of wooden boxes before setting. Carefully remove cans and sides of wooden boxes after partial backfilling so as not to damage root balls.
 7. For plantings in non-turf areas, provide berm around the edge of excavations to form shallow saucer to collect water and to hold mulch.

L. Mulching

1. Fine grade all planting beds to be mulched allowing for full depth of specified mulch.
2. Place specified mulch evenly over all areas at depth indicated on plans.
3. Rake and feather finish grade of mulch level and 1/2" below adjacent edger surfaces.
4. Make sure mulch is at full depth at adjacent walks and paved surfaces and that mulch doesn't protrude above these surfaces.
5. Mulch a 36" diameter ring around all trees in turf areas with specified depth of wood mulch, after irrigation areas have been watered in.
6. All trees and shrubs in native areas are to have a mulch ring equal to the diameter of the planting pit. Mulch shall be a uniform three inches in depth. Do not remove saucer (or berm) around plants in native areas when mulching.

M. Pruning

1. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread.
2. Do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any.
3. Prune shrubs to retain their natural character and shape, and to accomplish their use in the landscape design.
4. Required shrub sizes are the size after pruning.
5. Remove and replace excessively pruned or deformed stock resulting from improper pruning.

N. Guying and Staking

1. Standard guying system

Pound stakes into undisturbed soil beyond the planting pit so that stake is secure (2' deep minimum). Secure wire through metal grommets on canvas strap and wrap above first branch or at mid-point of tree. Secure guy wire to stake so that it is taut but allows some movement and so that no sharp projection of wire are extending from post. Adjust tension on wire if needed. Flag guy wire with 3/4" PVC pipe for visibility.

- a. A-1 Organics - Premium 3
 - b. Front Range Materials (Arvada, Colorado, 303-425-9992)– Ground Compost (Item #18-126)
 - c. Composted Dairy Manure
 - d. Aspen Rich Compost (Aspen Humus). Note, if using this material, contractor must add one pound of 21-0-0 Fertilizer for every one cubic yard of compost. This fertilizer is in addition to other fertilizers called for throughout these specifications.
- B. Topsoil
1. Provided by owner, except for planting beds. Planting beds shall contain 4" depth minimum of amended top soil. Top soil shall be well pulverized and supplied by a commercial supplier or as approved by the Owner's Representative.
- C. Fertilizer
1. Fertilizers
Tablets for shrub planting: "Gro-Power" 7-gram planting tablets with a 12/8/8 analysis, 20% humus and 4% humic acid.
Gro-Power-Plus for shrub backfill mix.
 - a. Superphosphate: Soluble mixture in granular form of treated minerals with 16-20% available phosphoric acid.
 - b. Aspen Compost Plus: For use in soil preparation as provided by Far West Forests 303.797.1985, or approved equal. All composted soil amendments shall be tested by Colorado Analytical Laboratory, Brighton, Colorado and subsequently accepted by Owner's Representative. Owner's Representative shall determine quantity of compost to be used for planting trees, shrubs, and groundcovers.
 2. Fertilizers on areas shall be prescribed as a uniform application. If the Owner's Representative or contractor feels specific treatments are in order, soil samples will be taken and sent to a lab for analysis. Costs associated with this testing will be noted as a change order. The following guidelines will be used for soils testing and the resulting fertilizer applications.
 - a. Formulated fertilizer analysis shall be submitted to Owner's Representative for review and shall be based upon recommendations made by soil lab. Contractor to submit soil sample to Colorado State University Soils Lab for analysis and fertilizer recommendations.
 - b. Contractor is to submit a minimum of 6 soil samples to soils lab to obtain recommendations. Soils samples shall be taken from a minimum of 3 areas on site that give a full representation of the different site soil types present. Additional test samples may be necessary if there are more than 3 distinct soil types present on the site. Request recommendations based on proposed planting scheme, irrigated turf, non-irrigated drought-tolerant grass seed, wildflowers and grasses, shrub beds, etc.
 - c. If soil types are similar in structure, the Contractor may use a consistent formulated fertilizer for the entire site area. However, if soil structures are vastly different, a formulated fertilizer for each specific site area will be required.
- D. Plant Mix Backfill
1. Plant mix shall be used to backfill around all tree and shrub plantings as indicated on the drawings. The plant mix shall consist of:
 - a. 2 parts topsoil
 - b. 1 part sand
 - c. 2 parts compost
 - d. 5 parts excavated soil

work.

F. Unsatisfactory Conditions

1. Report in writing to General Contractor with copy to Owner's Representative.

G. Acceptance

1. Beginning of installation means acceptance of existing conditions by installer.

3.02 PREPARATION

A. Protection

1. Locate sewer, water, irrigation, gas, electric, phone and other pipelines or conduits and equipment prior to commencing work.
2. Be responsible for proper repair to landscape, utilities, walls, pavements and other site improvements damaged by operations under this section.

B. Weed Control

1. Remove annual weeds by tilling. Remove perennial weeds by applying herbicide 1 week before soil preparation and as needed, but no sooner than 3 months before beginning work.
2. When placing mulch materials, contractor shall apply a commercially available, pre-emergent weed control, over weed fabric, per manufacturer's application rates.

C. Surface Grade

1. Remove weeds, debris, clods and rocks larger than 1/2". Dispose of accumulated debris at direction of owner or Owner's Representative.

D. Runoff

1. Take measures and furnish equipment and labor necessary to control the flow, drainage, and accumulation of water. Insure that all water will run off the grades.

E. Erosion Control

1. Take measures and furnish equipment and labor necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited material on the site throughout duration of work.

3.03 INSTALLATION

A. Soil Amendment

1. Evenly distribute soil amendments, conditioners, and fertilizer, and first application of fertilizer in landscaped areas at the rates outlined in Part 2.01 of this Section.

B. Seconds and Subsequent Fertilizer Application

1. At the time of sodding and sports field turf seeding and every 45 days thereafter until acceptance of project by Owner's Representative, apply 1 lb. of nitrogen or 5 lbs. of fertilizer material per 1,000 sq. ft. using 20-10-5 with 50% sulfur coated urea to all sod and sports field turf seed areas.

C. Mixing

1. After applying soil conditioner, sulphur, and first application of fertilizer, thoroughly till area to depth of 6" minimum by plowing, harrowing, or disking until soil is well pulverized and thoroughly mixed.

D. Fine Grading in all Landscape Areas:

1. Do fine grading for areas prior to planting.
2. For ground surface areas surrounding buildings to be landscaped, maintain required positive drainage away from buildings.
3. Establish finish grades to within 0.04 foot of grades indicated.

seed areas as bare spots develop. Bare spots should not exceed 12 inches square by the end of the first full growing season.

1.04 SUBMITTALS

A. Refer to submittals in Section 02900.

1.05 QUALITY ASSURANCE

A. Refer to section 02900.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Comply with Sections 01600 and 02900.

B. Deliver seed in sealed standard containers stating correct name and composition on the outside of the container. Seed damaged in transit or storage will not be accepted.

1.07 PROJECT/SITE CONDITIONS

A. Existing Conditions

1. Vehicular accessibility on site shall be as directed by Owner's Representative. Repair damage to prepared ground and surfaces caused by vehicular movement during work under this section to original condition at no additional cost to Owner.

B. Environmental Conditions

1. Do not drill or sow seed during windy weather or when ground is frozen or otherwise un-tillable.

1.08 WARRANTY

1. At completion of work, furnish written warranty to Owner's Representative based upon requirements as specified.

1.09 MAINTENANCE

1. The maintenance period shall begin immediately after each area is seeded and continue until final acceptance of entire project. Final acceptance of seeded areas will not be given until Owner's Representative is satisfied with germination and a full stand of grass is in a vigorous growing condition, with consistency and completion of coverage. During this time, be responsible for watering, mowing, spraying, weeding fertilizing and all related work as necessary to ensure that seeded areas are in a vigorous growing condition. Provide all supervision, labor, material and equipment to maintain seeded areas.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Prairie Seed Mix:

Scientific Name	Common Name	Variety	Seeding Rate lbs/ac
Grasses			
Agropyron trachycaulum	Slender wheatgrass	Primar (4)	4
Agropyron smithii	Western wheatgrass	Arriba (4)	4
Bouteloua gracilis	Blue grama	Hachita (19)	2
Buchlow dactyloides	Buffalo grass	Texoka	3
Oryzopsis hymenoides	Indian ricegrass	Paloma	2
Stipa Viridula	Green needlegrass	Lodorm	2
Stipa comata	Needle and thread	-	2
Total Grasses			19

Forbes (Seed 4-5 or more)

Coreopsis tinctoria	Plains coreopsis	1/2
Eriogonum umbellatum	Sulphur flower	1/2
Gaillardia aristata	Blanket flower	1/2
Ipomopsis aggregata	Scarlet gilia	1/2
Linum lewisii	Blue flax	1/2
Monarda fistulosa	Bee balm	1/2
Ratibida columnaris	Prairie coneflower	1/2
Rudbeckia hirta	Gloriosa daisy	1/2
Viguiera multiflora	Showy goldeneye	1/2
Total Forbs		4
Grand Total		23

B. Lake Shore or Riparian Seed Mix

Scientific Name	Common Name	Variety	Seeding Rate lbs/ac
Grasses			
Agropyron trachycaulum	Slender wheatgrass	Primar	3
Agropyron gerardii	Big Bluestem	Pawnee	3
Festuca rubra	Red fescue	Pennylawn	3
Poa compressa	Canada bluegrass	Reuben	1
Panicum virgatum	Switchgrass	Blackwell	4
Schizachyrium scoparium	Little Bluestem	Camper	3
Sorghastrum nutans	Indiangrass	Cheyenne	3
Total Grasses			20
Forbes (Seed 4-5 or more)			
Achillea lanulosa	White yarrow		1/2
Erysimum asperum	Plains wallflower		1/2
Gaillardia aristata	Blanket flower		1/2
Penstemon virens	Blue mist penstemon		1/2
Rudbeckia hirta	Gloriosa daisy		1/2
Solidago nana	Low goldenrod		1/2
Total Forbes			3
Grand Total			23

Drilling Seeding Rate, Double for Broadcast Methods

C. Wildflower Seed Mix

Applewood Seed Company – Mountain Mix #603

Seed Rate – 20 lbs./Acre or 8 oz./1000 s.f. under 1/2 acre.

2.02 SOURCE QUALITY CONTROL

A. Inspection

1. Primarily for quality; however, other requirements are not waived even though visual inspection results in acceptance.
2. Inspection will be made periodically during seeding, at completion and at end of warranty period by Owner's Representative.
3. Seed material is subject to inspection and acceptance. Owner's Representative reserves the right to reject at any time or place prior to acceptance, any work and seed which in Owner's Representative's opinion fails to meet specification requirements.

B. Testing Requirements

1. Seed and seed labels shall conform to current State and Federal regulations and be subject to testing provisions of the Association of Official Seed Analysis.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions are as specified and indicated before beginning work under this section.
- B. Layout
 1. Verify layout of seeding areas as indicated prior to starting seeding operations.
- C. Grades
 1. Inspect to verify that rough grading is within 0.1 foot of final grades.
- D. Unsatisfactory Conditions
 1. Report in writing to General Contractor with a copy to the Owner's Representative.
- E. Acceptance
 1. Beginning of installation means acceptance of existing conditions by this Contractor.

3.02 PREPARATION

- A. Protection
 1. Be responsible for proper repair to landscape, utilities, fences, pavements and other site improvements damaged by operations under this Section.
 2. Identify prepared seeding areas requiring protection and erect barriers for proper protection and traffic control.
- B. Erosion Control
 1. Take measures and furnish equipment and labor necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited materials on the site throughout the duration of work.
- C. Seeding Areas
 1. Remove weeds, debris and rocks larger than 1/2" which may binder seeding or subsequent operations. Dispose of accumulated debris at direction of Owner's Representative.
- D. Fine Grading
 1. Perform as required to maintain positive drainage, prevent ponding and direct run-off into catch basins, drainage structures, etc. and as required to provide smooth well-contoured surface prior to proceeding. Tolerance: + 0.04 foot.
- E. Soil Preparation
 1. Soil preparation in all native seed areas is critical to the success and establishment of the plant material. Contractor is to ensure that all areas receive proper and adequate soil preparation.

3.03 SEEDING

- A. Drill or plant in manner such that after surface is raked and rolled, seed shall have 1/4" of cover. Accomplish seeding by 'Rangeland' type drills. Any furrows left by drill seeding shall be rolled to a smooth surface. Smaller areas inaccessible with a seed drill can be hand broadcast and the seed can be raked into the surface.
- B. When using a drill type seeder, the seeder should cover the area twice. The first pass and second passes should be perpendicular to each other. Each pass of the seeder should apply approximately 1/2 of the required seeding rate.

Designated Noxious Weed and Undesirable Plant List for Colorado, Wyoming, Montana, Nebraska, Utah, Idaho, Kansas, and South Dakota.

5. The Contractor shall not unload certified weed free mulch bales or remove their identifying twine, wire, or tags until the owner or Owner's Representative has inspected and approved them.
6. The Contractor shall provide a transit certificate that has been filled out and signed by the grower and by the department of Agriculture inspector.
7. The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Division of Plant Industry.
8. Straw or hay in an advanced stage of decomposition or old, dry straw which breaks in the crimping process will not be accepted.

C. Timing

1. Mulch seeded areas within 24 hours after seeding. Areas not mulched within 24 hours after seeding shall be reseeded with the specified seed mix prior to mulching.

D. Quality Control

1. Repair and remulch areas improperly mulched or damaged by Contractor's negligence, in specified manner. Mulch removed by circumstances beyond the Contractor's control shall be repaired and remulched as ordered with payment for this corrective work, when ordered, at the contract prices.

3.09 EROSION CONTROL

A. Apply erosion control netting to any area which is vulnerable to soil erosion such as swales or steep slopes.(3:1 or steeper slopes)

B. If Contractor fails to net such areas and soil erosion subsequently occurs, Contractor shall re-establish finish grade, soil preparation, seed bed, and apply jute netting at his own expense.

C. Erosion Control Netting

1. Roll out in direction of flow after seeding and mulching.
2. Apply material loosely and smoothly on soil surface without stretching.
3. Avoid walking directly on seed-bed either before or after jute is applied.
4. In cases where one roll of netting ends and second roll is needed, overlap up-channel piece over second roll by at least 18". Where two or more widths of netting are applied side by side, make overlap of at least 4".

5. Outside Edges of Netting

Spread loose topsoil over edges to allow for smooth entry of water.

6. Stapling

Staple overlaps which run parallel to direction of flow in channel bottoms on 2 foot intervals. Staple outside edges, centers and overlaps on banks on 2 foot intervals.

7. Each Width of Cloth

Install row of staples down center as well as along each side.

8. Staple check slots and junctions of new rolls across channel on 6" intervals.
9. On soft or sandy soil or in windy areas, apply staples in alternate slanting position and space at 14" to 18".
10. For extra hard soil or shale areas, use sharp hardened steel 3" fence type staples. Do not use 3" staples on normal turf.

APPENDIX

SECTION 029225

SODDING

PART 1 - GENERAL

1.01 SUMMARY

Work in this section generally includes work required or requested as a result of repairs, retrofit or special projects. Work may include:

- A. Identification of needed repairs.
- B. Development of work proposals.
- C. Coordination with other trades.
- D. Development of designs and details.
- E. Permits: Contractor will be responsible for obtaining all necessary permits required for work.
- F. Storm Water Management: Insure all necessary erosion control and storm water management devices are in place and operation correctly. The Contractor is responsible to coordinate all storm water management in conformance with jurisdictional authorities.

1.02 REFERENCES

- A. Reference Standards: U.S. Department of Agriculture Rules and Regulations under Federal Seed Act and equal in quality to standards for Certified Seed.
- B. Section 02900 – Landscape Installation
- C. Section 02920 – Fine Grading and Soil Preparation

1.03 SUBMITTALS

- A. Refer to Section 02900.

1.04 QUALITY ASSURANCE

- A. Sod Materials
 - 1. Subject to inspection and acceptance. Owner's Representative reserves the right to reject at any time or place prior to acceptance, any work and sod which in the Owner's Representative's opinion fails to meet these specification requirements. Promptly remove rejected sod from site.
- B. Inspection
 - 1. Primarily for quality; however, other requirements are not waived even though visual inspection results in acceptance. Notify Owner's Representative of intended sod farm prior to cutting for inspection. Inspection at growth site shall not preclude the right of rejection at project site.
 - 2. Inspection will be made periodically during sodding, at completion and at end of warranty period by Owner's Representative.
 - 3. Inspection shall be scheduled prior to sodding. Owner's Representative will inspect finish grades on which sod will be laid. This inspection does not dismiss the contractor's responsibility for creating positive drainage across the landscaped areas.

C. Sod Standards

1. General - Healthy, thick turf having undergone a program of regular fertilization, mowing and weed control; free of objectionable weeds; uniform in green color, leaf texture and density; healthy, vigorous root system; inspected and found free of disease, nematodes, pests and pest larvae by the entomologist of the State Department of Agriculture.
2. Each piece of Sod - Sandy-loam soil base that will not break, crumble or tear during sod installation.
3. Thickness – 5/8" minimum root zone thickness.
4. Thatch - Not to exceed ½" uncompressed.
5. Size - Cut in strips 18" wide no more than 24 hours prior to delivery.
6. Sod shall be 100% Kentucky Bluegrass.
7. Grass variety shall have moderate to good resistance to the following turf-grass diseases:
 - a. Helminthosporium spp.
 - b. Stripe smut
 - c. Fusarium blight
 - d. Powdery mildew
 - e. Stem rust
 - f. Typhula blight

1.05 DELIVERY, STORAGE AND HANDLING

A. Packing and Shipping

1. Deliver on sod on pallets properly loaded on vehicles and with root system protected from exposure to sun, wind, and heat in accordance with standard practice and labeled with botanical and common name of each grass species in accordance with Federal Seed Act.
2. Protect sod from dehydration, contamination and heating at all times. Keep stored sod moist and under shade or covered with moistened burlap.
3. Do not drop sod rolls from carts, trucks or pallets.

B. Acceptance at Site

1. Material shall be inspected upon arrival at job site.
2. Immediately remove unacceptable material from job site.

C. Storage and Protection

1. Do not stack sod more than 2 feet deep.
2. Do not deliver more sod than can be installed within 24 hours. Storage is not recommended.

1.06 PROJECT/SITE CONDITIONS

A. Environmental Requirements:

1. Do not install sod on saturated or frozen soil unless otherwise directed by Owner's Representative.

B. Existing Conditions

1. Import and place any fill material required to adjust the fine grade to meet drainage requirements or to match hard surface fine grades, or as indicated on plans (e.g., 1 ½ inches lower than adjacent concrete trails).
2. Vehicular accessibility on site shall be as directed by Owner's Representative. Repair damage to prepared grounds and surfaces caused by vehicular movement during work under this section to original condition at no additional cost to Owner.

1.07 WARRANTY

- A. Warranty sod for a period of one year from date of Substantial Completion be in a healthy, vigorous growing condition.

- B. During the original warranty period, replace at once sod areas that die due to natural causes, etc., or which in Owner's Representative's opinions are unhealthy.
- C. Replacement will not be required in any season definitely unfavorable for sodding.
- D. Install replacements as originally specified and warranted.

1.08 MAINTENANCE

Maintenance shall be performed as outlined in these specifications as soon as the materials are in place. Adjust maintenance procedures as necessary to insure establishment and health of all newly installed materials.

1.09 WATERING

- A. Initially water sod upon completion of convenient work areas until installation is complete and the irrigation system can be operated under full control. Water sod sufficiently to moisten subsoil at least 4" deep in a manner not to cause erosion or damage to adjacent finished surfaces. Water shall be free of substances harmful to plant growth. Be responsible for furnishing water from underground sprinkler system, quick couplers or other source.
- B. Contractor shall know, understand, and abide by all local water restrictions, if in effect.
- C. Contractor will be held responsible for any fines received for violating any watering restrictions in effect.
- D. The contractor shall attempt to provide the minimum water necessary to establish newly sodded areas, especially in times of drought and during summer months. The Owner's Representative will determine what appropriate level of distress is acceptable on turf areas.
- E. Re-sodding
 - 1. Re-sod spots larger than nine inches square and not having healthy, uniform stand of grass.

PART 2 - PRODUCTS

Refer to work proposal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. General
 - 1. Verify that existing site conditions are as specified and indicated before beginning work under this section.
- B. Layout
 - 1. Verify layout of sodded areas as indicated prior to starting operations.
- C. Grades
 - 1. Verify that grades sufficient to achieve final grade and proper drainage.
- D. Unsatisfactory Conditions
 - 1. Report in writing to General Contractor with copy to Owner's Representative.
 - 2. Beginning of installation means acceptance of existing conditions by this Contractor.

3.02 PREPARATION

- A. Protection
 - 1. Identify prepared sod areas requiring protection and erect barriers for proper protection and traffic control.
- B. Sodding Areas
 - 1. Remove weeds, debris and rocks larger than 1/2" which may hinder sodding. Dispose of

accumulated debris off-site in approved legal dump site, or in a location pre-approved by the owner or Owner's Representative.

C. Repair

1. Re-establish grade and specified conditions to damaged sod areas prior to placing sod.

D. Adjustment

1. Adjust irrigation heads to proper watering height according to depth of sod material but lower than compacted blade height to enable lawn mowers to cut grass freely without damage to the sprinkler system.

E. Fine Grading

1. Perform as required to maintain positive drainage, prevent ponding and direct run-off into catch basins, drainage structures, etc., and as required to provide a smooth well-contoured and continual surface prior to proceeding. Tolerance: ± 0.04 foot.
2. Unless noted on plans, tree lawns, or areas between curb and sidewalk, shall exhibit positive drainage towards the street. "Crowning", berming, or anything other than straight grading between these surfaces shall be rejected, unless otherwise waived by owner or Owner's Representative.
3. Fine grading must be approved by both contractor and Owner's Representative prior to sodding. Contractor should provide at least seven (7) calendar days' notice for inspection. Sod shall be installed within 48 hours of inspection. The contractor will be responsible for repairing any grades damage by incimate weather, before or after finish grades are inspected.

3.03 FERTILIZING

A. First Application to newly sodded areas

Refer to maintenance portion of this section.

B. Second and Subsequent Applications

Refer to maintenance portion of this section.

3.04 SODDING

A. Sodding

1. Soil on which sod is laid should be slightly moist.
2. Lay with longest dimension parallel to contours and in continuous rows.
3. Tightly butt ends and sides of sod together. Stagger and compact vertical joints between sod strips by rolling so sod will be incorporated with the ground surface, insuring tight joints between adjacent pieces.
4. Where new sod meets existing, cut existing with sod cutter to insure a tight joint and smooth transition between new and existing turf cover.

B. Rolling

1. When soil and sod are moist, roll sod lightly as soon as possible after it is laid. Delay rolling until just before the second watering.

C. Topsoil

1. Add along exposed edges to match adjacent grade. Feather topsoil out approximately 1 ft. from edge of sod.

D. Drainage

1. Assure finished areas of sod are such that positive drainage of storm and irrigation water will occur and ponding of water will be minimized.

- 3.05 REPAIR OF EXISTING SOD AREAS DISTURBED BY RENOVATION
- A. Repair existing sod areas disturbed by renovation work (utilities, paving, etc.), in accordance with these specifications to satisfaction of Owner's Representative.
 - B. Add topsoil and re-sod as necessary to eliminate tire ruts and other depressions.
- 3.06 NOTIFICATION OF INSPECTION
- A. Notification
 - 1. Give notice requesting inspection by Owner's Representative at least seven (7) calendar days prior to the anticipated date of completion. All sod must be healthy and significantly rooted in place in order to be considered complete.
 - B. Deficiencies
 - 1. If deficiencies exist, Owner's Representative shall specify such deficiencies to the Contractor who shall make satisfactory adjustments and will again notify the Owner's Representative for final inspection.
- 3.07 CLEANING
- A. Remove pallets, unused sod, and other debris from site. Clean paved and finished surfaces soiled as a result of work under this Section in accordance with directions given by Owner's Representative. Clean out drainage inlet structures.
- 3.08 PROTECTION
- A. Provide and install barriers as required and as directed by Owner's Representative, or as needed, to protect sodded areas against damage from pedestrian and vehicular traffic until acceptance by Owner's Representative. Contractor is responsible for malicious destruction of sodding caused by others until final acceptance (not including warranty period).

END OF SECTION

APPENDIX

SECTION 030000

SNOW MANAGMENT

PART 4 - GENERAL

4.01 RELATED DOCUMENTS

- A. Drawings and general provisions, contract and special provisions apply to work of this section..

4.02 WORK INCLUDED

- A. This section only applies to snow moving and management. Removal and truck transport is not part of the base contract. If removal is needed, a separate work order will be generated.
- B. Furnish all supervision, labor, material, and equipment required to move snow and ice from designated pedestrian and vehicular paved surfaces as described herein.

4.03 JOB CONDITIONS

- A. Snow removal within the Village Center is the Grant Ranch Master Homeowners Association's responsibility. The parking lot, pedestrian sidewalks and deck areas are all excluded under this contract.
- B. Within private streets, snow removal operations are the responsibility of the sub-association.

4.04 QUALITY ASSURANCE

A. Public Streets

All snow plowing operations of public or private streets shall be the City's responsibility.

- B. The Contractor performing snow removal operations shall be licensed and bonded in order to contract for the work.

4.05 SUBMITTALS

- A. The Contractor shall supply a list of equipment, materials and/or subcontractors which shall be utilized to perform the scope of work as stated in this document.

PART 5 - PRODUCTS

5.01 MATERIALS

All de-icing products shall conform to CDOT specifications pertaining to type and application procedures.

PART 6 - EXECUTION

6.01 PREVENTATIVE MEASURES

- A. The Contractor shall be responsible for keeping track of pending weather conditions, and be prepared to mobilize the equipment and materials necessary to mitigate adverse weather conditions affecting the safety and operation of vehicular and pedestrian circulation systems.

Measures include applying ice-melt product to sidewalks and trails.

6.02 SERVICES AND PROCEDURES

A. Services

1. Services will begin on the first snowfall in the fall and end after the last snowfall in the spring.
2. Snow Patrol - A visual check of the site after house (between 6:00pm and 6:00am) when the weather service has forecasted snow. Service will be performed at least twice during this period or until the site has the minimum amount of snow as specified above in this contract

- agreement. If the snow accumulation does not reach the specified minimum, there will be a 1-hour minimum charge per visit during the night.
3. Special snow clearing request is subject to a 2-hour minimum response time and minimum three (3) hour completion time.
 4. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.
 5. Clearing operations for parking lots, private roads, roadside sidewalks, and handicap ramps shall commence and/or continue so that snow accumulation does not exceed 2 inches maximum depth.
 6. Clearing operations for off road trails shall commence and/or continue so that snow accumulation does not exceed 4 inches maximum depth.
 7. Depth of snowfall at site will be determined by an independent service, selected by contractor, providing local meteorology reports from numerous locations. Reported depths from areas nearest snow site will be used.
 8. Snow clearing on Thanksgiving, Christmas and New Year's Day will be charged as follows:
 - a. Double the above stated rate per man-hour for hand shoveling.
 - b. All other rates will be increased 50% to compensate for overtime/holiday pay rate.
 9. Contractor shall be responsible for understanding the property boundaries and limits of paving.
 10. Contractor is responsible for damage as a result their operations and shall repair all damages at no cost to the Owner.
- B. Procedures
1. Snow will be moved to landscape areas and designated parking stalls.
 2. Where possible, snow will be piled in areas so as not to unreasonably obstruct pedestrian and vehicular traffic flow and parking.
 3. Upon completion of snow plowing, Contractor will apply a natural chloride ice melt product to parking areas.
 4. When ice accumulates on the walk areas while services are being performed and after services are complete, Contractor will apply a natural chloride ice melt product.
 5. Hand operations may be suspended in Wind Chill factors below 0 degrees Fahrenheit.

END OF SECTION

EXHIBIT B**SERVICES RATE SCHEDULE**

Hourly Rates for supplemental services	
Supervisor on Site	\$ 100.00 / hour
Landscape Labor	\$ 60 / hour
Irrigation Technician	\$ 75 / hour
Irrigation General Labor	\$ 75 / hour
Front End Loader w/ operator	\$ 210 / hour
Skid Steer Loader w/ operator	\$ 95 / hour
Dump Trucks	\$ 125 / hour
Delivery Fee	\$ 150 / ea
After hours Emergency	\$ 125 Service Call
Snow Delineators installed	\$5.00 each and \$55 / hr. to install
Hand shoveling	\$75 / hour
Snow blower	\$75 / hour
ATV w/ plow	\$75 / hour
Truck with plow	\$115 / hour
Skidsteer with pusher	\$90 / hour
Front end loader with pusher	\$195 / hour
Ice melt	\$1.10 / per pound
Ice Slicer	\$265 / ton

CONSULTING SERVICES AGREEMENT

This **AGREEMENT FOR CONSULTING SERVICES** (the “Agreement”) is entered into effective as of this 1st day of January, 2023, by and between the BOWLES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and MULHERN MRE, INC., a Colorado corporation (the “Consultant”).

RECITALS

WHEREAS, 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 approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various engineering services; and

WHEREAS, the District desires to engage the Consultant to render these services consistent with the terms of this Agreement; and

WHEREAS, the Consultant desires to render said services; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions by which the Consultant shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Consultant shall provide the engineering services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services in the manner required by this Agreement. Consultant shall perform the Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the Denver metropolitan area. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. ADDITIONAL SERVICES. The District may, in writing, request that the Consultant provide the District with certain additional or different services which are not required in **Exhibit A** (hereinafter the “Additional Services”). Additional Services shall not be performed

by the Consultant unless Consultant receives a written request for the performance of Additional Services from the District. Upon receipt of the written request, the District and the Consultant shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Consultant and the District. If the Consultant performs any Additional Services prior to or without receiving a signed agreement to do so from the District, the Consultant shall not be entitled to any compensation for such Additional Services.

3. TERM OF AGREEMENT. The term of this Agreement shall begin on the date of execution set forth above and shall expire on December 31, 2023, or when the Services have been completely performed to the District's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

4. COMPENSATION.

A. Compensation for Services. The District shall compensate the Consultant for all labor, equipment and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Agreement on a time and materials basis, at the hourly rates set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

B. Additional Services. Compensation for Additional Services of the Consultant shall be negotiated by the parties and included in the written agreement contemplated by Section 2.

C. Progress Payments. Consultant shall submit monthly invoices to the District's Finance Department for progress payments of portions of the Services satisfactorily performed during the term of the Agreement with progress payments to be made monthly for Services performed during the preceding month unless another invoice submittal/payment interval is specified in **Exhibit B**. The District shall be invoiced only for actual time and direct costs incurred for the performance of the Services unless otherwise indicated in Exhibit A. The District will pay approved invoices, or parts thereof, within thirty (30) days after receipt. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com

D. Requirements for Progress Payment.

1. Invoices. For Services completed, the Consultant shall submit to the District an invoice itemizing the costs of the Services performed. The Consultant's invoices shall be in a format acceptable to the District and the District's approval of invoices shall be a condition to payment. Invoices shall be supported by cost information in such detail as may be required by the District to substantiate the charges being invoiced and for a proper audit and post audit thereof.

2. Invoice Documentation. If and to the extent requested by the District, the Consultant shall submit with each invoice a progress report describing

Services performed, results achieved, deliverable status and certification of payment to all employees, vendors, and sub-consultants.

E. Unsatisfactory Invoices. The District may return to the Consultant unsatisfactory invoices and may withhold payment thereof.

F. Unsatisfactory Performance of Services and Right to Withhold Payment. The District reserves the right to withhold payment and to continue to withhold any such payment for Services which are not completed as scheduled, completed unsatisfactorily, behind schedule or otherwise performed in an inadequate or untimely fashion, as determined by the District in its sole discretion. All payments previously withheld by the District shall be released and paid to the Consultant promptly when the Services are subsequently determined by the District to be satisfactory.

G. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Consultant against any amount payable by the District to the Consultant under this Agreement.

5. **INDEPENDENT CONTRACTOR.** It is the express intention of the parties that the Consultant is not employed by the District but is an independent contractor. An agent or employee of the Consultant shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONSULTANT ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONSULTANT, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

6. **WARRANTIES AND REPRESENTATIONS.** The Consultant represents, warrants, and covenants that:

A. It has the required authority, ability, skills, and capacity to, and shall, perform the Services in a manner consistent with this Agreement. Further, all employees and sub-consultants of Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.

B. It has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Services, and the Services shall be performed in conformity with such requirements and practices.

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

D. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of or a default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which its properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

E. This Agreement constitutes the legal, valid, and binding obligation of the Consultant enforceable in accordance with its terms.

7. CONSULTANT'S INSURANCE.

A. General Requirements. The Consultant shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Consultant from claims that arise out of or result from the operations under this Agreement by the Consultant or by a sub-consultant or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in subsection 7.C. The Consultant shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Consultant shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal, or material modification of any policy of insurance obtained to comply with this Section.

B. Minimum Insurance Coverages.

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

a. Premises and operations;

- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors' coverage;
- g. Explosion, collapse and underground (for contractors only);
 - h. Contractors' limited pollution coverage (for contractors only); and
 - i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and, in the aggregate, covering the negligent acts or omissions of the Consultant and/or its sub-consultants in the performance of the Services.

5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, and employees.

C. Additional Insured Parties. The District and its respective directors, officers, employees, and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Agreement.

D. Certificates of Insurance. Prior to commencing any Services under the Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the name of this Agreement, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the Services, such sub-consultant(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Consultant and containing the "additional

insured,” “waiver of subrogation” and “cancellation” conditions found in this Section. If the coverage required expires during the term of this Agreement, the Consultant and its sub-consultant(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Consultant’s insurance coverage shall be primary insurance with respect to the District and its directors, officers, and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Consultant’s insurance and shall not contribute to it.

2. The Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Compliance with Reporting Provisions. The Consultant shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Agreement. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the District (and its directors, officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Consultant’s failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Agreement. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Agreement is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant’s liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. The Consultant shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Consultant shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

J. Sub-consultants. If the Consultant subcontracts any portion(s) of the Services, the Consultant shall require that each sub-consultant retained by the Consultant acquire and maintain insurance coverage as set forth in this Section 7. The Consultant shall require each sub-consultant to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Consultant shall retain all sub-consultant insurance certificates and endorsements for the duration of the Agreement. The Consultant shall, upon the District's request, submit them to the District for review or audit. Failure to acquire and maintain sub-consultant insurance certificates is a material breach of this Agreement.

8. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Agreement, the Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles) and liabilities, of, by or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant or any of its sub-consultants, material suppliers, agents, representatives or employees, or the agents, representatives or employees of any sub-consultants or material suppliers (collectively the "Consultant/Related Parties"), in connection with this Agreement (or a breach thereof) and/or the Consultant's Services hereunder whether arising before or after completion of performance of the Services, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents and consultants, and to the extent Section 13-50-.5-102(8)(a), Colorado Revised Statutes applies to the Consultant and Consultant's Services under this Agreement, the Consultant shall only be responsible for that portion of the foregoing represented by the degree or percentage of negligence or fault attributable to the Consultant/Related Parties.

The obligations of the indemnifications extended by the Consultant to the District under this Section shall survive termination or expiration of this Agreement.

Subject to Section 13-50-.5-102(8)(c), Colorado Revised Statutes, if applicable to the Consultant and Consultant's Services performed under this Agreement, the Consultant will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim, and the District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Consultant. The Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property

caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8)(c), Colorado Revised Statutes, are applicable to the Consultant and Consultant's Services performed under this Agreement, the Consultant and the District hereby agree for the purposes of this Section that if the Consultant's percentage of liability or fault has been determined by adjudication (rather than other means permitted by Section 13-50.5-102(8)(c), C.R.S.): (i) "the degree or percentage of negligence or fault attributable" to the Consultant/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Agreement in no way lessen or limit the obligations of the Consultant under the terms of this Section. The Consultant shall obtain, at the Consultant's own expense, additional insurance, if any, required to satisfy the terms of this Section.

9. ASSIGNMENT. The Consultant shall not assign this Agreement or parts hereof or its duties hereunder without the express written consent of the District. In the event of the dissolution or termination of the District, the parties agree that the District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

10. SUB-CONSULTANTS. Consultant is solely and fully responsible to the District for the Services under this Agreement. Use of any sub-consultant by Consultant shall be pre-approved by the District. Consultant agrees that each and every agreement of Consultant with any sub-consultant to perform Services under this Agreement shall be terminable not for cause and shall include the insurance required herein.

11. TERMINATION FOR CONVENIENCE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, for convenience, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with Section 4 hereof, for Services performed up to the termination and unpaid at termination.

12. RECORD KEEPING REQUIREMENT. The Consultant shall maintain all records and documents relating to the term of this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant's costs and expenses under this Agreement. The Consultant shall make these records and documents available to the District, at the Consultant's office, at all reasonable times, without any charge. If accepted by the District, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

13. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Services are completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Services or at the time of termination of this Agreement, whichever event first occurs, and shall be provided to the District's successor or to any subsequent owners, only with the District's express permission. The Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which Consultant must retain copies of all work product involved in the Services, the District may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

14. CONSULTANT'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Consultant acknowledges and agrees that all documents in the District's possession, including documents submitted by the Consultant, are subject to the provisions of the Colorado Open Records Act (Sections 24-72-200.1, *et seq.*, C.R.S.) (the "Act"), and the Consultant acknowledges that the District shall abide by the Act, including honoring all proper public records requests made thereunder. The Consultant shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Act. The Consultant is advised to contact legal counsel concerning such acts in application of the Act to the Consultant.

B. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the District to be confidential, proprietary or otherwise protected from disclosure under the Act, then the Consultant shall appropriately label such document(s), and submit such document(s) to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Consultant to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

15. CONFLICTS OF INTEREST. The Consultant shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Consultant's obligations under this Agreement. The Consultant acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the District's interests. Absent the District's written approval, the Consultant shall refrain from any

practices, activities or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Consultant's obligations under this Agreement.

16. MISCELLANEOUS.

A. Time is of the Essence. The performance of the Services of the Consultant shall be undertaken and completed in accordance with this Agreement and in such sequence as to assure its expeditious completion in light of the purposes of this Agreement. It is agreed that time is of the essence in the performance of this Agreement.

B. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

Notices to District:

Bowles Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Nicholas Carlson
 Email: Nicholas.Carlson@clacconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn: Alicia Corley
 Email: acorley@isp-law.com

Notices to Consultant:

Mulhern MRE, Inc.
 188 Inverness Drive West, Suite 140
 Englewood, Colorado 80112
 Attn: Luis Tovar
 Email: Luis@mulhernmre.com

C. Governmental Immunity. Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

D. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

F. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

G. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions 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 a waiver of any subsequent default hereunder.

H. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with the laws of the State of Colorado.

I. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement in any forum other than the state courts of the State of Colorado.

J. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

K. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Consultant, and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.

L. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

M. Rules of Construction. For purposes of this Agreement, except as otherwise expressly

provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Agreement and Additional Services made pursuant to this Agreement, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

N. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

BOWLES METROPOLITAN DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

CONSULTANT

MULHERN MRE, INC.

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A**SCOPE OF SERVICES**

Upon prior approval of the District Manager, the Consultant shall provide general on call civil and water engineering services and specific project engineering services on an as needed basis and as directed by the District's manager.

EXHIBIT B**SERVICES RATE SCHEDULE**

The District will be billed for time and materials based on actual time required to perform the tasks requested at the rates set forth below:

POSITION	HOURLY RATE
President	\$166.40
Project Manager	\$156.00
Senior Engineer	\$156.00
Engineer II	\$133.12
Engineer I	\$111.28
Accountant	\$111.28
Senior Administrative	\$111.28
Administrative	\$106.08

WORK ORDER CONTRACT

BOWLES METROPOLITAN DISTRICT

1. CONTRACTOR. The Bowles Metropolitan District (the “District”) hereby retains Rocky Mountain Pump & Controls, LLC (the “Contractor”) to perform the Work (as defined in paragraph 3) for the District. The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.

2. TERM. The Contractor shall commence the Work on January 1, 2023 or when otherwise advised by the District. The Contractor shall complete all the Work by April 31, 2023.

3. SCOPE OF WORK. The “Work” contracted for pursuant to this Work Order shall consist of the following: _____

Or check here if a scope of work is attached to this Work Order and incorporated herein by this reference (Exhibit A).

In the event of any conflict between the terms of an attached scope of work and this Work Order the terms of this Work Order shall prevail. In performing the Work the Contractor shall: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work and (c) warrant the Work for one year after completion of the Work, as applicable.

4. COMPENSATION. The Contractor shall be paid an amount not to exceed \$3,500 by the District for Work satisfactorily performed based on the rates and billing schedule set forth on Exhibit A attached hereto and incorporated herein. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly.

5. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the “Indemnitees”), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities of, by or with respect to, third parties (“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. INSURANCE. The Contractor shall secure and maintain for the term of this Work Order adequate statutory workers’ compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor’s acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.

7. **CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this Work Order or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this Work Order or accessed by the Contractor as a result of this Work Order. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this Work Order.

8. **MISCELLANEOUS.**

A. Subject to Annual Budget and Appropriation/Governmental Immunity. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order, or in any actions taken by the District pursuant to this Work Order, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

B. Integration/Modification/Assignment/Termination. This Work Order contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Work Order shall be valid or binding. This Work Order may be modified, amended or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this Work Order or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.

C. Severability/Non-Waiver/Governing Law and Venue. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Work Order; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Work Order shall be unenforceable. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This Work Order shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

This Work Order may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

[The remainder of this page intentionally left blank]

DISTRICT:
BOWLES METROPOLITAN DISTRICT

CONTRACTOR:
ROCKY MOUNTAIN PUMP & CONTROLS,
LLC

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A
SCOPE OF WORK

The Contractor shall perform the following maintenance Work on the Grant Ranch pump station over the irrigation season in three components:

Spring Startup: This work would involve checking mechanical seal operation in pumps, cleaning the small screens on the heat exchanger loop and the high-pressure relief valve, cleaning the down stream sensing port, changing the motor oil and greasing the motors, tightening the electrical connections in the control panel, and electrical checks plus operating the pump station.

Mid-season check: This work would involve checking the operation of pump station components and pulling the filter screen out of the V-1000 filter and taking to a car wash and pressure washing the screen. Then, reinstalling and pressurizing the irrigation system.

Winterization: This work would involve a general overview of the pump station and then draining all of the components that retain water on the pump station including the heat exchanger, all flush valves, the high-pressure relief valve and the pump station manifold complete. Compressed air would be blown through the heat exchanger and anti-freeze would be placed on the bonnet of the HPRV.

Spring startup: \$995

Mid-Season Check: \$650

Fall Winterization: \$715

Yearly Total: \$2360

****The following Work shall only be authorized if needed and approval for the Work is authorized in writing by the District Manager prior to any work being performed:**

Price to replace the Pump Station Heater

Cost: \$1050

2# U-Channel Steel Post, (Single post), (Avail in 3 Lengths; Brown)

Last Modified: Tue, 10/22/2019 - 14:22



01-322-Length-Color

A new addition to our ever-expanding product line are Rib-Bak® 2# per foot, steel U-Channel Posts.

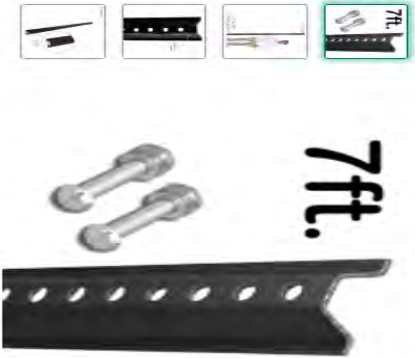
Please Note! Use this item number when buying 1-49 posts. If you are buying 50 or more posts, see item 01-302-

- Available lengths: 72-inch (6 ft); 84-inch (7 ft); and 96-inch (8 ft).
- Available colors: Brown (01)
- .375" diameter hole drilled with center located every 1" centers.
- Made from recycled, high carbon U.S. new-billet steel, Grade SP-80 making the Rib-Bak® the strongest U-channel post available.
- Yield strength is 80,000 - 100,000 PSI, exceeding ASTM requirements.
- The patented Rib-Bak® design supports signs mounted on the back of the post--without wobble.
- Having one end tapered makes ground-driven installation easier.
- NCHRP 350 approved (National Cooperative Highway Research Program)
- FHWA crash-tested and approved.


If only a small quantity of single posts is ordered, we can ship them (3 posts per package) via UPS Ground. Larger quantities are shipped normally by freight truck, on pallets or on a flatbed, if required.

7' Tall Baked Enamel Black Post (with bolts & nuts): Black U-Channel Sign Post Kit - 7' tall, Standard (2-1/4" Wide) (K-153-7MK-BLK) [Learn More...](#)

★★★★★ based on 17 customer reviews



Ships Tomorrow.
Order within 21 hrs 32 mins

1 Select Material:	Quantity / Price (Per Post)
 Black Baked Enamel Posts For size: 84" x 2.25"	1 \$51.75

[View all quantity based discounts](#)

Black Baked Enamel Posts

1.12 Lbs  Dec 8 (Hover for more details)

- Baked enamel coating for a durable outdoor life.
- Black posts are medium weight and best for temporary signs that are 12" x 18", or smaller.
- Posts weigh 1.12 pounds per linear foot.
- Convenient, pre-drilled holes makes it easy to position sign properly.
- NCHRP 350 compliant, and approved for use nationwide.

[More Material Details](#)

Pay
 Add'l
 #




HAVEZ SERVICES LLC

CONTRACTOR REQUEST FOR PAYMENT

Contractor: Chavez Services LLC **Period Ending:** 11/30/22
Job Site Address: 990 S. Garrison Street **Request for Payment No.:** 1
Payment Address: Lakewood, CO 80226 **Invoice No.:** CW-2022-164
Request for Payment Date: 11/22/22
Project Name: Blue Heron, Sunset Park Parking Lot Improvements

	SCHEDULE OF VALUES	WORK COMPLETED	MATERIALS STORED	TOTAL WORK & MATERIALS
ORIGINAL CONTRACT	\$356,369.00	\$220,010.00	\$0.00	\$220,010.00 ✓
EXECUTED CHANGE ORDER				
CO1	\$15,945.00	\$15,945.00	\$0.00	\$15,945.00 ✓
TOTAL FROM ATTACHED SHEET		\$235,955.00		
REVISED CONTRACT AMOUNT	\$372,314.00			
		TOTAL WORK COMPLETED & MAT. STORED TO DATE		\$235,955.00 ✓
		LESS RETAINAGE TO DATE		(\$11,797.75) ✓
		TOTAL AMOUNT DUE		\$224,157.25 ✓
		LESS PREVIOUS REQUESTS		\$0.00 ✓
		CURRENT AMOUNT DUE		\$224,157.25 ✓


 Submitted by: Ermilo Chavez
 November 22, 2022
 Date

Pay this Amount!
 Scott Barnett
 11/23/2022



CONTRACT BREAKDOWN


Contractor: Chavez Services LLC
Project Address: 5767 S. Depew Circle and 5491 W. Bowels Ave, Littleton CO

Period Ending: 11/30/22
Request for Payment #: 1
Invoice #: CW-2022-164
Request for payment date: 11/22/22

Project Name: Blue Heron, Sunset Park Parking Lot Improvements

Item	Description	WORK COMPLETED			Stored Materials	Total Completed and stored	% Complete	Balance to Finish	Retainage
		Scheduled Value	Previous Applications	This Application					
Blue Heron Park									
1	AC Pavement	\$ 59,500.00			\$ -	\$ -	0.00%	\$ 59,500.00	\$ -
2	6" Curb w/1 pan	\$ 3,600.00			\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
3	6" Curb w/2 pan	\$ 24,000.00			\$ -	\$ -	0.00%	\$ 24,000.00	\$ -
4	4" Concrete Sidewalk	\$ 2,430.00			\$ -	\$ -	0.00%	\$ 2,430.00	\$ -
5	ADA Ramp	\$ 2,300.00			\$ -	\$ -	0.00%	\$ 2,300.00	\$ -
6	ADA Sign	\$ 1,200.00			\$ -	\$ -	0.00%	\$ 1,200.00	\$ -
7	Striping ADA	\$ 1,275.00			\$ -	\$ -	0.00%	\$ 1,275.00	\$ -
8	Striping ADA	\$ 900.00			\$ -	\$ -	0.00%	\$ 900.00	\$ -
9	CDOT Class 6 Base Coarse	\$ 5,250.00			\$ -	\$ -	0.00%	\$ 5,250.00	\$ -
10	Mobilization	\$ 12,104.00			\$ -	\$ -	0.00%	\$ 12,104.00	\$ -
Sunset park									
1	AC Pavement	\$ 119,000.00		\$ 119,000.00	\$ -	\$ 119,000.00	100.00%	\$ -	\$ (5,850.00)
2	6" Curb w/2 pan	\$ 42,000.00		\$ 42,000.00	\$ -	\$ 42,000.00	100.00%	\$ -	\$ (2,100.00)
3	4" Concrete Sidewalk	\$ 18,360.00		\$ 18,360.00	\$ -	\$ 18,360.00	100.00%	\$ -	\$ (918.00)
4	Drive Approach w/Detached sidewalk	\$ 19,000.00			\$ -	\$ -	0.00%	\$ 19,000.00	\$ -
5	ADA Ramp	\$ 4,600.00		\$ 4,600.00	\$ -	\$ 4,600.00	100.00%	\$ -	\$ (230.00)
6	ADA Sign	\$ 1,800.00			\$ -	\$ -	0.00%	\$ 1,800.00	\$ -
7	Striping	\$ 3,600.00		\$ 3,600.00	\$ -	\$ 3,600.00	100.00%	\$ -	\$ (180.00)
8	Striping ADA	\$ 1,350.00		\$ 1,350.00	\$ -	\$ 1,350.00	100.00%	\$ -	\$ (67.50)
9	CDOT Class 6 Base Coarse	\$ 10,500.00		\$ 10,500.00	\$ -	\$ 10,500.00	100.00%	\$ -	\$ (525.00)
10	Mobilization	\$ 23,600.00		\$ 20,600.00	\$ -	\$ 20,600.00	87.29%	\$ 3,000.00	\$ (1,030.00)
TOTAL ORIGINAL CONTRACT		\$ 356,369.00	\$ -	\$ 220,010.00	\$ -	\$ 220,010.00	61.74%	\$ 136,359.00	
CO1 Additional concrete work at Sunset Park		\$ 15,945.00	\$ -	\$ 15,945.00	\$ -	\$ 15,945.00	100.00%	\$ -	\$ (797.25)
TOTAL		\$ 372,314.00	\$ -	\$ 235,955.00	\$ -	\$ 235,955.00	63.38%	\$ 136,359.00	\$ (11,797.75)

TOTAL COMPLETED AND STORED TO DATE \$235,955.00
 LESS RETAINAGE TO DATE (\$11,797.75)
 TOTAL AMOUNT DUE \$224,157.25
 LESS PREVIOUS REQUESTS \$0.00
 CURRENT AMOUNT DUE \$224,157.25

	Project Name: Blue Heron and Sunset Park Parking Lot Improvement Project		
	Project Number: 22143		
	Engineer: Scott Barnett		
	Project Manager: Nic Carlson		
	Date: 11/22/2022		
SUMMARY FOR CHANGE ORDER NO. 1			
<i>Item</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
PR1.1 Additional 4-in concrete sidewalk at Sunset Park	993 SF	\$ 9.00	\$ 8,937.00
PR1.2 Additional 6-in curb w/ 2 ft pan at Sunset Park	29 LF	\$ 48.00	\$ 1,392.00
PR1.3 Increase sidewalk to 6" thickness and add steel reinforcement, at Sunset Park.	1248 SF	\$ 4.50	\$ 5,616.00
		Total	\$ 15,945.00

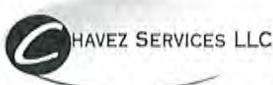
✓
✓
✓
✓

Original Contract Amount	\$	356,369.00
Amount of Previous Change Orders	\$	-
Amount of this Change Order	\$	15,945.00
Total Change Orders Amount	\$	15,945.00
New Contract Amount	\$	372,314.00

Submitted by: Ermilo Chavez
Chavez Services LLC

CO#1 is mostly field changes to add extra areas of sidewalk R+R outside of project area and to increase sidewalk thickness to 6" and add reinforcing wire to the west side walk. This walk may be designated for snow plow access and the addition will support those vehicles.

Scott Barnett




CONTRACTOR REQUEST FOR PAYMENT

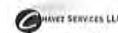
Contractor: Chavez Services LLC
Job Site Address:
Payment Address: 990 S. Garrison Street
 Lakewood, CO 80226
Bill To: Bowles Metro District
 8390 E. Crescent Parkway, Suite 300,

Period Ending 12/30/22
Request for Payment No. 2
Invoice No. CW-2022-170
Request for Payment Date: 12/08/22
Project Name: Blue Heron, Sunset Park Parking Lot Improvements

	SCHEDULE OF VALUES	WORK COMPLETED	MATERIALS STORED	TOTAL WORK & MATERIALS
ORIGINAL CONTRACT	\$356,369.00	\$330,765.00	\$0.00	\$330,765.00
EXECUTED CHANGE ORDER				
CO1	\$15,945.00	\$15,945.00	\$0.00	\$15,945.00
CO2	\$11,383.00	\$11,383.00	\$0.00	\$11,383.00
TOTAL FROM ATTACHED SHEET		\$358,093.00		
REVISED CONTRACT AMOUNT	\$383,697.00		TOTAL WORK COMPLETED & MAT. STORED TO DATE	\$358,093.00 ✓
			LESS RETAINAGE TO DATE	(\$17,904.65) ✓
			TOTAL AMOUNT DUE	\$340,188.35 ✓
			LESS PREVIOUS REQUESTS	\$224,157.25 ✓
			CURRENT AMOUNT DUE	\$116,031.10


 Submitted by: Ermilo Chavez
 December 8, 2022
 Date

★ Scott Barnett
 12/8/2022
 Pay App #2



CONTRACT BREAKDOWN

Contractor:
Chavez Services LLC
Project Address:
5767 S. Depew Circle and 5491 W. Bowels Ave, Littleton CO

Payment Address:
990 S. Garrison St., Lakewood, CO 80226

Period Ending: 12/30/22

Request for Payment #: 2
Invoice #: CW-2022-170
Request for payment date: 12/08/22

Project Name:
Blue Heron, Sunset Park Parking Lot Improvements

Item	Description	Scheduled Value	WORK COMPLETED			Total Completed and stored	% Complete	Balance to Finish	Retainage
			Previous Applications	This Application	Stored Materials				
Blue Heron Park									
1	AC Pavement	\$ 59,500.00		\$ 59,500.00	\$ -	\$ 59,500.00	100.00%	\$ -	\$ (2,975.00)
2	6" Curb w/1' pan	\$ 3,600.00		\$ 3,600.00	\$ -	\$ 3,600.00	100.00%	\$ -	\$ (180.00)
3	6" Curb w/2' pan	\$ 24,000.00		\$ 24,000.00	\$ -	\$ 24,000.00	100.00%	\$ -	\$ (1,200.00)
4	4" Concrete Sidewalk	\$ 2,430.00		\$ 2,430.00	\$ -	\$ 2,430.00	100.00%	\$ -	\$ (121.50)
5	ADA Ramp	\$ 2,300.00		\$ 2,300.00	\$ -	\$ 2,300.00	100.00%	\$ -	\$ (115.00)
6	ADA Sign	\$ 1,200.00		\$ -	\$ -	\$ -	0.00%	\$ 1,200.00	\$ -
7	Striping	\$ 1,275.00		\$ 1,275.00	\$ -	\$ 1,275.00	100.00%	\$ -	\$ (63.75)
8	Striping ADA	\$ 900.00		\$ 900.00	\$ -	\$ 900.00	100.00%	\$ -	\$ (45.00)
9	CDOT Class B Base Course	\$ 5,250.00		\$ 5,250.00	\$ -	\$ 5,250.00	100.00%	\$ -	\$ (262.50)
10	Mobilization	\$ 12,104.00		\$ 11,500.00	\$ -	\$ 11,500.00	95.01%	\$ 604.00	\$ (575.00)
Sunset park									
1	AC Pavement	\$ 119,000.00	\$ 119,000.00		\$ -	\$ 119,000.00	100.00%	\$ -	\$ (5,950.00)
2	6" Curb w/2' pan	\$ 42,000.00	\$ 42,000.00		\$ -	\$ 42,000.00	100.00%	\$ -	\$ (2,100.00)
3	4" Concrete Sidewalk	\$ 18,360.00	\$ 18,360.00		\$ -	\$ 18,360.00	100.00%	\$ -	\$ (918.00)
4	Drive Approach w/Detached sidewalk	\$ 19,000.00			\$ -	\$ -	0.00%	\$ 19,000.00	\$ -
5	ADA Ramp	\$ 4,600.00	\$ 4,600.00		\$ -	\$ 4,600.00	100.00%	\$ -	\$ (230.00)
6	ADA Sign	\$ 1,800.00			\$ -	\$ -	0.00%	\$ 1,800.00	\$ -
7	Striping	\$ 3,600.00	\$ 3,600.00		\$ -	\$ 3,600.00	100.00%	\$ -	\$ (180.00)
8	Striping ADA	\$ 1,350.00	\$ 1,350.00		\$ -	\$ 1,350.00	100.00%	\$ -	\$ (67.50)
9	CDOT Class B Base Course	\$ 10,500.00	\$ 10,500.00		\$ -	\$ 10,500.00	100.00%	\$ -	\$ (525.00)
10	Mobilization	\$ 23,600.00	\$ 20,600.00		\$ -	\$ 20,600.00	87.29%	\$ 3,000.00	\$ (1,030.00)
TOTAL ORIGINAL CONTRACT		\$ 356,369.00	\$ 220,010.00	\$ 110,755.00	\$ -	\$ 330,765.00	92.62%	\$ 25,604.00	
CO1	Additional concrete work at Sunset Park	\$ 15,945.00	\$ 15,945.00			\$ 15,945.00	100.00%	\$ -	\$ (797.25)
CO2	Additional concrete work at Blue Heron Park	\$ 11,363.00		\$ 11,363.00		\$ 11,363.00	100.00%	\$ -	\$ (569.15)
TOTAL		\$ 383,697.00	\$ 235,955.00	\$ 122,138.00	\$ -	\$ 358,093.00	93.33%	\$ 25,604.00	\$ (17,904.65)

TOTAL COMPLETED AND STORED TO DATE	\$358,093.00
LESS RETAINAGE TO DATE	(\$17,904.65)
TOTAL AMOUNT DUE	\$340,188.35
LESS PREVIOUS REQUESTS	\$224,157.25
CURRENT AMOUNT DUE	\$116,031.10

Sati Barnett
12/13/2022

Bowles Metro District

Sunset and Blue Heron Parking Lot Project

CO#2 Item Description

2.1: Credit on asphalt quantity. This is not surprising as the quantities are a calculated theoretical number based on an exact thickness and dimension. This can vary between the drawings and the field. It could go either plus or minus. We typically build in a small percentage over.

2.2 Additional 103 LF of 1 foot curb and gutter. This is typically the median curb and gutter that is this dimension. After reviewing the quantities bid versus installed, unfortunately it appears that the median island at the front entrance off of Grant Ranch Blvd was not taken into consideration. The field condition of this curb and gutter certainly warranted replacement as it was quite deteriorated prior to removing. Unfortunately it was not captured in the scope, and the quantities have been overrun. As this is a unit price contract, the cost is appropriate and the replacement was warranted.

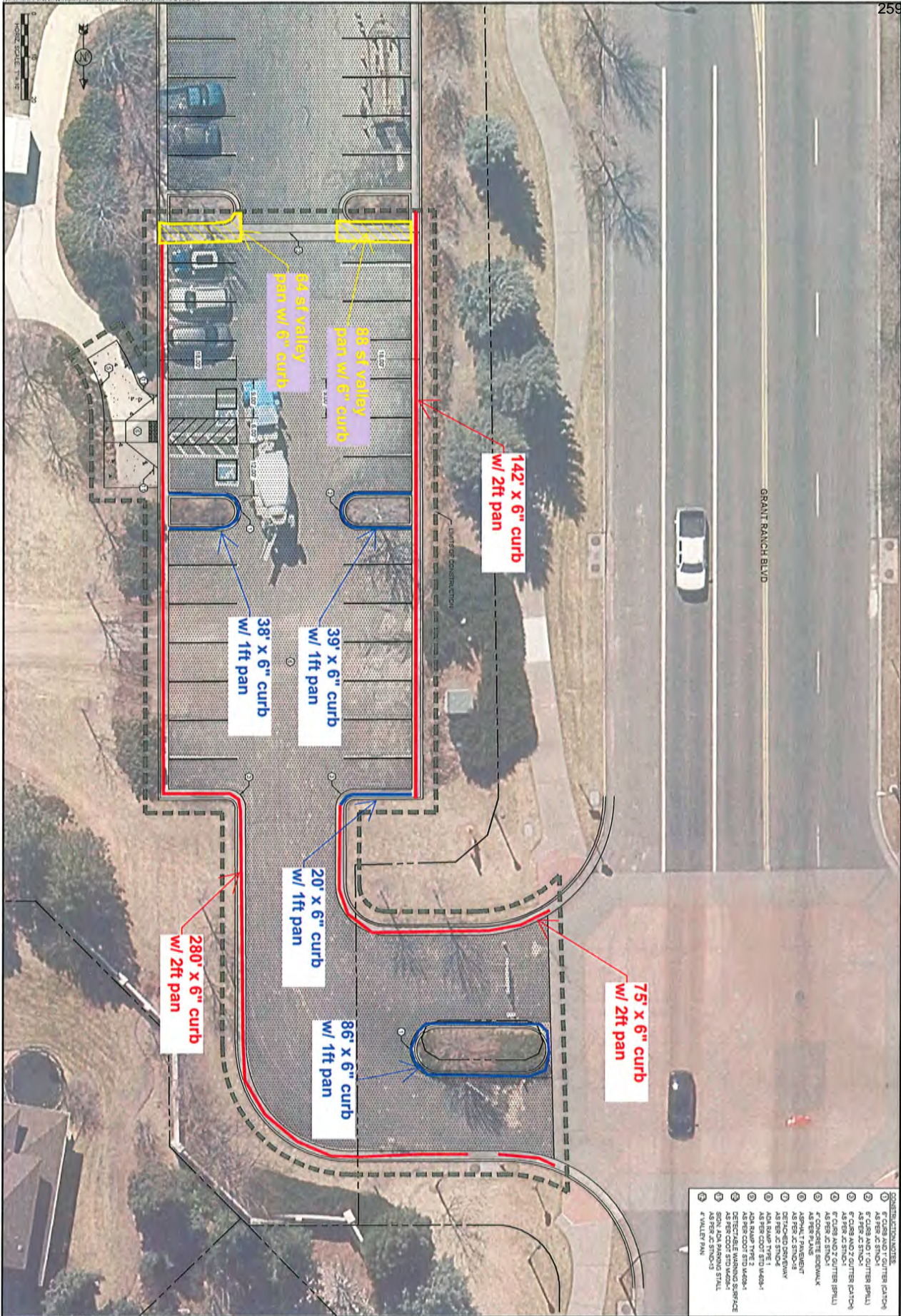
2.3 Similarly to Item 2.1, the quantities are simply under that what was shown on the drawings. As you recall the drawings also were only completed to sketch level using aerial photography as there were no original drawings of the existing conditions to begin with, and the added expense of design and construction survey seemed excessive.

2.4 An additional 65 tons of CDOT Class 6 base course was used on the subgrade underneath the asphalt. If you recall this line item was a placeholder as there was not a way to determine an actual quantity needed to stabilize the subgrade prior to removing the asphalt. This number does seem higher than the other parking lot, and one explanation might be that the storm sewer that was encountered at the entrance to this park, had all asphalt as the backfill above it. This essentially created a 30 inch thick asphalt thickness in that area. Once removed it left a void that would be under the parking lot. compacted class 6 base course was used to fill this in to the subgrade elevation prior to paving. This would use more of that material than you would typically need. It was definitely warranted.

2.5 Chavez Services installed 152 SF of concrete valley pan at the transition of the project from last year and this year's project. During the Bid process, we provided a draft of the bid documents for the Board review. At that time, it was thought that the valley pan had been completely reconstructed last year. In fact, only the drive aisle had been. Chavez Services was directed to complete this section in the field.

To date, the change orders have totaled around \$27,000.00. This represents about 7.5% of the original contract amount. This percentage is in line with other civil projects we see, and in fact typical is more like 10%-15% depending on the type. We do not feel these are unreasonable, and in fact they are actual quantities installed, which is the essence of a unit price contract.

I will be attending the December Board meeting and will be available for any follow up questions if needed.



- CONSTRUCTION NOTES:
- 1 6" CURB AND 1" GUTTER (CATCH)
 - 2 AS PER AC SPEC
 - 3 AS PER AC SPEC
 - 4 AS PER AC SPEC
 - 5 6" CURB AND 2" GUTTER (CATCH)
 - 6 AS PER AC SPEC
 - 7 AS PER AC SPEC
 - 8 AS PER AC SPEC
 - 9 6" CONCRETE SIDEWALK
 - 10 ASPHALT FINISH
 - 11 ASPHALT FINISH
 - 12 DETACHED DRIVEWAY
 - 13 AS PER AC SPEC
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NO.	DATE	DESCRIPTION

BOWLES METROPOLITAN DISTRICT
BLUE HERON AND SUNSET PARK PARKING LOT IMP
LITTLETON, CO
 CONSTRUCTION DOCUMENTS
 SITE PLAN
 BLUE HERON PARK

Mulhern
MRE. Inc.
Managing Resources thru Engineering
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