

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, May 9, 2023
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, 2027
Donald W. Korte	Treasurer	May, 2025
Linda Lutz-Ryan	Assistant Secretary	May, 2025
Alan R. Lee		May, 2027
Paul Lefever		May, 2027

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. Review and consider approval of minutes from the April 11, 2023 board meeting (enclosure).
- E. Consider appointment of officers.

President: _____
Secretary: _____
Treasurer _____
Assistant Secretary: _____
Assistant Secretary: _____

F. Public Comment.

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

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$187,453.56 (enclosure).
- B. Review and consider approval of March 31, 2023 unaudited financial statements (to be distributed).
- C. Conduct Public Hearing to consider amendment of the 2022 Budget. If necessary, consider adoption of Resolution to Amend the 2022 Budget (enclosure).

III. MANAGER MATTERS

- A. Operational Updates and Action Items (enclosure).
 - 1. Landscape:
 - a. General Update.
 - b. Review and consider approval of proposal to cut down willow at Sunset Park in the amount of \$4,940.00 (enclosure).
 - c. Review and consider approval of proposal for warranty and new tree installations in the amount of \$22,848.41 (enclosure).
 - 2. Davey Tree:
 - a. General Update (enclosure).
- B. Discussion on leaning fence and consider approval of exploratory excavation in the amount not to exceed \$1,000.00 (enclosure).

IV. LEGAL MATTERS

- A. Ratified approval of Public Works Construction Contract for Trail Repairs with Chavez Services LLC (enclosure).

V. DISTRICT ENGINEER

- A. Review and consider approval of Concrete Weir Replacement proposal from Chaves Services LLC in the amount of \$15,420.00 (enclosure).

B. OTHER BUSINESS

C. ADJOURNMENT

The next regular meeting is scheduled for June 13, 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
APRIL 11, 2023

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, April 11, 2023, 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, Ashley Heidt, and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Johnny Jimenez and Ross Brown; Designscapes Colorado Inc.
Tom Hewett; Grant Ranch Master HOA Manager
Derek Fox; Davey Tree
Alan Lee, Chris Browning and Paul Lefever; Residents

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 Lutz-Ryan, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the agenda, as amended to include discussion on the pathway to pump house.

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.

Public Comment: Mr. Browning noted that the fence behind his house is leaning. Mr. Carlson noted that he has sent this to Homestead Fencing to see if they can repair it. It was noted that one side of the fence is on private property and the other side is owned by the Town of Bowmar.

Mr. Hewett asked about the retaining wall in the NW entrance of the Orchards. It was noted that this is on Grant Ranch HOA property.

March 14, 2023 Board Meeting Minutes: Following review, upon a motion duly made by Director Chaffee, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the March 14, 2023 Board Meeting Minutes, as presented.

FINANCIAL MATTERS

Claims in the amount of \$107,518.58: Mr. Carlson reviewed the claims with the Board. Director Korte noted that the directors have not received their fees for any of the meetings this year. Following review, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the Claims, as presented.

MANAGEMENT MATTERS

Operational Updates and Action Items

Landscape:

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

Proposal to Install Rock at Sunset Park in the Amount of \$22,046.95: Director LaPan reviewed the proposal. Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the proposal to install rock at Sunset Park in the amount of \$22,046.95.

Proposal to Install Rock at Blue Heron Park in the Amount of \$8,820.66: Director LaPan reviewed the proposal. Following review, upon a motion duly made by Director Chaffee, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the proposal to install rock at Blue Heron Park in the amount of \$8,820.66.

Proposal for Leaning Post with Breaker in the amount of \$543: Mr. Jimenez reviewed the proposal with the Board. Following discussion, the Board ask Mr. Jimenez to resubmit the proposal with the costs broken

RECORD OF PROCEEDINGS

out.

Discussion on 2023 Irrigation Rates: Mr. Carlson reviewed the irrigation recap.

Resolution Approving Increase in Non-Potable Water Rates: Following review, upon a motion duly made by Director Chaffee, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the Resolution Approving Increase in Non-Potable Water Rates with an increase in rates to \$4.00.

Pathway to Pump House: Director Chaffee questioned District maintenance of Tract F in Belmont Shores. Discussion followed; no action was taken and the board determined to continue routine maintenance of the tract.

Other:

Davey Tree:

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

Emergency Tree Removal in the amount of \$1,850: Mr. Fox reviewed the tree removal with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board ratified approval of the Tree Removal.

Stump Grinding Proposal in the Amount of \$800: Mr. Fox reviewed the proposal. No action was taken.

Board Member Information on the Website: Director LaPan noted that he wants the past Board members and their terms listed on the website.

Concrete Repairs and Budgetary Estimate: Mr. Carlson reviewed the estimate with the Board. Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved delegating authority to Director LaPan to authorize a final proposal for concrete work in an amount not to exceed \$55,000.

DISTRICT
ENGINEER

Other: None.

OTHER BUSINESS

Other: The Board thanked Director Chaffee for his time serving on the Board.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board Director Chaffee adjourned the meeting at 5:55 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Bowles Metropolitan District
Claims
5/5/2023

<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Amount</u>
Mulhern MRE Inc	188	1/18/2023	\$ 3,034.84
Rocky Mountain Pump & Controls LLC	3323	1/23/2023	53,110.00
The JW Bowles Reservoir Company	3/1/2023	2/1/2023	57,400.00
Designscapes Colorado	122157	2/28/2023	690.00
Designscapes Colorado	121994	2/28/2023	4,857.50
Icenogle Seaver Pogue	23233	3/31/2023	178.00
UNCC	223030194	3/31/2023	356.04
Mulhern MRE Inc	MMRE63385	3/31/2023	393.20
Simmons & Wheeler P.C.	35335	3/31/2023	454.00
EcoResource Solutions Inc.	16200	3/31/2023	474.70
Foothills Park & Recreation	SALES000000034773	3/31/2023	600.67
EcoResource Solutions Inc.	16180	3/31/2023	1,543.40
Icenogle Seaver Pogue	23233	3/31/2023	1,704.00
Designscapes Colorado	122238	3/31/2023	2,795.00
Designscapes Colorado	122282	3/31/2023	16,346.00
CenturyLink	720-283-6976479B	4/1/2023	231.12
Designscapes Colorado	123158	4/1/2023	23,639.25
Davey Tree	917445900	4/5/2023	1,850.00
Davey Tree	917453381	4/7/2023	775.00
Davey Tree	917476150	4/14/2023	675.00
Dependable Portable Restrooms	1517	4/16/2023	300.00
Davey Tree	917517059	4/26/2023	16,025.00
Colorado Community Media	84974	4/28/2023	20.84
		Grand Total	<u><u>\$ 187,453.56</u></u>

**RESOLUTION NO. 2023-05-01
RESOLUTION TO AMEND 2022 BUDGET**

COMES NOW, _____, the President of the Bowles Metropolitan District (the “District”), and certifies that at a regular meeting of the Board of Directors of the District held, Tuesday, the 9th day of May, 2023, at 4:30 P.M., at The Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the District appropriated funds for the fiscal year 2022 as follows:

Capital Projects Fund \$ 605,000

and;

WHEREAS, the necessity has arisen for additional expenditures and transfers by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2022; and

WHEREAS, funds are available for such an expenditure and transfer from surplus revenue funds of the District; and

WHEREAS, due and proper notice was published on Thursday, April 27, 2023, in the *Littleton Independent*, indicating (i) the date and time of the hearing at which the adoption of the proposed 2022 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the District, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget amendment was open for inspection by the public at a designated place; and

WHEREAS, a public hearing was held on Tuesday, May 9, 2023, and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall and hereby does amend the budget for the fiscal year 2022 as follows:

Capital Projects Fund \$ 660,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the Capital Projects Fund for the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director _____ and seconded by Director _____, and upon a unanimous vote this Resolution was approved by the Board of Directors.

APPROVED AND ADOPTED THIS 9th DAY OF MAY, 2023.

BOWLES METROPOLITAN DISTRICT

By: _____, President

ATTEST:

By: _____, Treasurer

**BOWLES METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET AS AMENDED**

	ORIGINAL BUDGET	AMENDED BUDGET
BEGINNING FUND BALANCE	\$ -	\$ 728,721
REVENUES		
Total revenues	-	-
Total funds available	-	728,721
EXPENDITURES		
Capital		
Capital Expense - Parks & Trails	-	425,000
Capital Expense - Fence/Gazebo	-	55,000
Asphalt	140,000	-
Drainage	10,000	-
Sidewalks	25,000	-
Trees/shrubs	115,000	-
Irrigation ditch improvements	126,000	150,000
Tree removal	8,000	-
Contingency	181,000	30,000
Total expenditures	605,000	660,000
Total expenditures and transfers out requiring appropriation	605,000	660,000
ENDING FUND BALANCE	\$ (605,000)	\$ 68,721

No assurance provided. See summary of significant assumptions.

EXHIBIT A

Notice of Regular Meeting
Affidavit of Publication
Notice as to Proposed 2022 Budget Amendment

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE AS TO PROPOSED
AMENDED 2022 BUDGET AND HEARING
BOWLES METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that a proposed amended budget will be submitted to the BOWLES METROPOLITAN DISTRICT for the year 2022. A copy of such proposed amended budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed amended budget will be considered at a hearing at the regular meeting of the Bowles Metropolitan District to be held at 4:30 P.M., on Tuesday, May 9, 2023. The meeting will be held at The Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado. Any interested elector within Bowles Metropolitan District may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2022 budget.

BY ORDER OF THE BOARD OF DIRECTORS:
BOWLES METROPOLITAN DISTRICT

By: /s/ CliftonLarsonAllen LLP
Managers/Accountants for the District

Legal Notice No. 531389
First Publication: April 27, 2023
Last Publication: April 27, 2023
Publisher: Littleton Independent

Bowles Metro District (cla) **
c/o CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 300
Greenwood Village CO 80111-2811

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Arapahoe } ss

This Affidavit of Publication for the Littleton Independent, a weekly newspaper, printed and published for the County of Arapahoe, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 4/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Littleton Independent

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 4/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-530495
Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

**NOTICE AS TO PROPOSED AMENDED 2022 BUDGET AND HEARING
BOWLES METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that a proposed amended budget will be submitted to the **BOWLES METROPOLITAN DISTRICT** for the year 2022. A copy of such proposed amended budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed amended budget will be considered at a hearing at the regular meeting of the Bowles Metropolitan District to be held at 4:30 P.M., on Tuesday, May 9, 2023. The meeting will be held at The Village Center, 7255 Grant Ranch Boulevard, Littleton, Colorado. Any interested elector within Bowles Metropolitan District may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2022 budget.

**BY ORDER OF THE BOARD OF DIRECTORS:
BOWLES METROPOLITAN DISTRICT**

By: /s/ CliftonLarsonAllen LLP
Managers/Accountants for the District

Publish In: *Littleton Independent*
Publish On: Thursday, April 27, 2023

Bowles MD Action Item Log	Lead	Status/Due Date	Notes
Admin			
2022 Budget Amendment	CLA	May Meeting	Amendment on Capital Fund
Pumphouse Maintenance and Repairs	CLA	Ongoing	Reached out to Nicki- waiting on response
leaning fence by Mary's Meadow	CLA/Legal	May Meeting	working with legal to see who is responsible for maintenance
Rusting enclosure at port-o-potties	CLA	Ongoing	Nic reached out to Homestead for repair
Landscape / Irrigation/Misc			
Detention pond maintenance	DS/ERS	Ongoing	Monitor detention ponds, treat for cattails
Irrigation head replacement	Designscapes	Spring 2023	NTE \$100,000. Replace 1804 heads with 1806 as needed when presurizing the system
pet station repairs/new	Designscapes	In Progress	need another station south tract E at Ida . Need new caps SW Sunset and Isthmus Park. Need new post sleeve E Sunset Parking lot.
Tree warranty from 2022 plantings	Designscapes	In Progress	Remove dead Pinion Pines tract E and F. remove dead Austrian Pine Blue Heron Park
Planting list for Isthmus Park	Designscapes	Spring 2023	List with Johnny, waiting for better weather to get quantities
Tree removal at Celebrations	CLA/Davey Tree/GWSD	Ongoing	Waiting on response from GWSD
Path repair at Daves Track	CLA/Chavez	Spring 2023	schedule walk with Chavez to identify repairs up to \$30,000
Finish pouring of concrete at parking lot	CLA/Chavez	Spring 2023	Follow up with Chavez on pouring last corner of concrete
Cut back snow Berrys in Dave's tract	Designscapes	Spring 2023	
Clean out ditch at tract k	Designscapes	ASAP	
Blanket and seed native area behind hilsboro	Designscapes	Spring 2023	
Spray weeds in sunset park near ditch	Designscapes	ASAP	
Tract H cut through take dead out of red twig dogwood	Designscapes	ASAP	
Remove dead and broken branches behind Hillsboro a	Designscapes	Spring 2023	
Legal			
Oaths of Office	Legal/CLA	May Meeting	Bring to May meeting



Project: Willow Cut Down Sunset Park

RE: BMD

Prepare by: Johnny Jimenez

Date Issued: 5/3/2023

ESTIMATE

Cut to the ground the willows from the porto potty west to where the sidewalk goes over the Ditch

QTY	UNIT	DESCRIPTION	COST	AMOUNT
1	LS	Labor To cut down willows	\$3,120.00	\$3,120.00
1	LS	Disposal	\$1,820.00	\$1,820.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$4,940.00

Bid is valid for 30 calendar days from the date of issue. Cash or check only. No credit card payments.

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of work, delay, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract

CONTRACTOR _____	Date
OWNER _____	Date



Project: BMD warranty and New Tree install

RE: BMD

Prepare by: Johnny Jimenez

Date Issued: 5/3/2023

ESTIMATE

Warranty and New Tree install

QTY	UNIT	DESCRIPTION	COST	AMOUNT
6	EA	Northern Red Oak (2" B&B)	\$1,172.50	\$7,035.00
4	EA	Radiant Crabapple (1- 1/2" B&B)	\$1,067.50	\$4,270.00
4	EA	Pinon, Pine 6' (B&B)	\$927.50	\$3,710.00
2	EA	Autumn Brilliance (#15 Clump)	\$542.50	\$1,085.00
2	EA	Austrian Pine (8' B&B)	\$1,452.50	\$2,905.00
2	EA	American Sentry Linden (2" B&B)	\$1,155.00	\$2,310.00
5	EA	Chinese Lilac (4' B&B)	\$182.00	\$910.00
2	EA	Radiant Crabapple (1- 1/2" B&B)	warranty	warranty
1	EA	Spring Snow Crab Apple (2" B&B)	warranty	warranty
2	EA	Pinon, Pine 6' (B&B)	warranty	warranty
1	EA	Austrian Pine (8' B&B)	warranty	warranty
1	EA	American Sentry Linden (2" B&B)	warranty	warranty
46	EA	Metal Tree stakes	\$11.46	\$527.16
1	CY	Amended Top Soil	\$96.25	\$96.25
		Total		\$22,848.41

Bid is valid for 30 calendar days from the date of issue. Cash or check only. No credit card payments.

This proposal is based solely on the usual cost elements such as labor, material and normal mark-ups and does not include any amount for changes in the sequence of work, delay, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract

CONTRACTOR		Date
OWNER		Date

DESIGN * CONSTRUCTION * MAINTENANCE
 15440 EAST FREMONT DRIVE, CENTENNIAL, CO 80112 * (303) 721-9003 * FAX (303) 755-7040

4/28/23

Bowles Metro District/Davey Tree Update for May Meeting

Updates

- PHC services going as planned and as scheduled
- Pruning of trees along W Dorado and S Jay (approx \$46K approved) starting week of 5/1
- Service calls (no charge) for Pines at 6583 W Gould Dr and Pines in tract K to also be completed week of 5/1

New

- Evaluation and proposal given to Grant Ranch HOA for tree(s) damaged during car accident
- Waiting a bit longer for dead tree evaluation and proposal/ will have for June meeting

**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**

From: hspaintllc@aol.com <hspaintllc@aol.com>
Sent: Wednesday, May 3, 2023 11:56 AM
To: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Subject: Re: [External] Fence 6081 W. Progress Ave, Littleton

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

Hi Nick:

I think we will need to allow approximately 8 hours @ \$55.00 per man hour not to exceed.

I need to meet with Jeremy so we can pick out a section. We do have keys to the lock on the gate to Mary's Meadow if they have not changed it.

Let me know if you would like us to proceed.

Thank you,
 Jake

-----Original Message-----

From: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
To: hspaintllc@aol.com <hspaintllc@aol.com>
Cc: Heidt, Ashley <Ashley.Heidt@claconnect.com>
Sent: Mon, May 1, 2023 2:29 pm
Subject: RE: [External] Fence 6081 W. Progress Ave, Littleton

Hi Debbie,

We were able to confirm that we have proper access to the fence for maintenance. If the board were to approve this exploratory work, do you have a NTE number in mind?

Thanks,



Nic Carlson
 Senior Associate - Outsourcing
 Business Operations (BizOps)
 CLA (CliftonLarsonAllen LLP)

Direct 303-265-7900
nicholas.carlson@CLAconnect.com

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From: hspaintllc@aol.com <hspaintllc@aol.com>
Sent: Thursday, April 20, 2023 10:28 AM
To: Carlson, Nicholas <Nicholas.Carlson@claconnect.com>
Subject: [External] Fence 6081 W. Progress Ave, Littleton

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

Hi Nick

Jake met with the homeowner at 6081 W. Progress Ave. Per Jake, the metal fence has definitely gotten worse since it was last walked last year.

As you had discussed before, the lack of compacting of the back fill when the fence was installed has moved the footings.

Jake thinks before we can come up with a solution to prevent anymore movement and potentially are able to re-set the fence upright, we would want to pick a section and excavate two of the posts.

First to see what or how much concrete the footings are in.

Second to see the condition of the metal base the posts are in, if they are bent or rusted.

By completing the above, we can determine if making any repairs at this time would be economical at this time or to wait until the fence is replace at a later date.

Please let us know how you would like to proceed.

Thank you,
Debbie Morgan
Homestead Painting LLC
303-456-5942

BOWLES METROPOLITAN DISTRICT

PUBLIC WORKS CONSTRUCTION/IMPROVEMENT CONTRACT

Trail Repairs

This CONTRACT (the “Contract”) for construction of Trail Repairs is entered into effective as of this 19th day of April 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 **Chavez Services 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 checked="" type="checkbox"/>	No	<input type="checkbox"/>
5.	Exhibit E	Schedule of Values Included:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
6.	Exhibit F	Change Order Form Included:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

B. Project Special Conditions
Included: Yes No

C. District General Conditions, if specifically referenced here:

Not included.

D. Detailed Plans Included: Yes No

E. Colorado Department of Transportation (“CDOT”) publications or provisions, if specifically referenced here:

Not included.

2. **SCOPE OF WORK.** The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, goods, administrative support, supplies, and equipment necessary for completing the “Scope of Work” as described in **Exhibit A** attached hereto in accordance with the Contract Documents (collectively, the “Work”). Exhibit A may include benchmarks or milestones for completion of the Work and a schedule for meetings and/or review of Work performed, as applicable.

3. **COMPENSATION.** The District shall compensate the Contractor for the Work, subject to District annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents for the lump sum of **Fifty-Four Thousand Six Hundred Twenty Dollars (\$54,620.00)** based upon the unit prices set forth in **Exhibit A** (the “Compensation”). The Compensation includes all of the Contractor’s profit, costs (direct and indirect), overhead, and reimbursable expenses which the Contractor may incur in performing the Work. The Contractor is not entitled to any compensation, beyond the Compensation, for performing the Work.

A. **Progress Payments.** The Contractor shall submit monthly invoices to the District’s Finance Department for progress payments for portions of the Work satisfactorily performed during each preceding month during the term of the Contract. The District’s approval of invoices shall be a condition of payment. The District shall pay approved invoices, or parts thereof, within thirty (30) days after submittal. 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.

B. **Requirements for Payment.**

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 **May 15, 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 A.

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 two (2) 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

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

The Contractor:

Chavez Services LLC
 990 S. Garrison St.
 Lakewood, CO 80226
 Attn: Ermilo Chavez
 Email: Ermilo@chavezservicesllc.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.

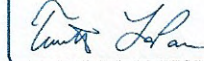
Q. Contract Modification. The Contract Documents may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

[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

DocuSigned by:

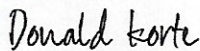


By: Timothy LaPan

Its: President

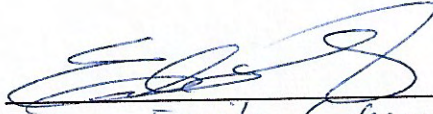
ATTEST:

DocuSigned by:



DE91E41A66A04DD...

CHAVEZ SERVICES LLC


By: Emilio Chavez
Its: Owner.

ATTEST:

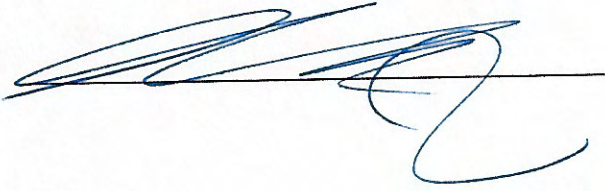


Exhibit A

SCOPE OF WORK

		Project Location: Bowles Metropolitan District Littleton, CO 80123 (Area 1 at Dave Hobart Trail)	
Task Description	Qty	Rate	Total
1. <u>Trail Repairs Area 1</u> - saw cut and remove existing concrete trail sections. Compact grade to 95% standard proctor density. Place new concrete per Jefferson County specs, 6" max thickness, 4500 psi, reinforced with fibermesh. Includes additional expenses for concrete pumps, buggies, and tree root removal. Includes 38 tons max. of CDOT Class 6 base material. Also includes traffic control and mobilization.	2970 square ft	\$18.00	\$53,460.00
2. <u>Sealant</u> - provide and install Sikaflex Type S, Grade P, Class 25 sealant at existing expansion/control joints. Includes backer rods.	20 lf	\$18.00	\$360.00
3. <u>Concrete Grinding</u> - grind down trip hazards.	15 lf	\$30.00	\$450.00
4. <u>Concrete Patching</u> - provide and install Ardex CP patching, 12" x 12" max. per patch.	5 ea	\$70.00	\$350.00
Total			\$54,620.00

Exhibit B

WORK ORDER PROCEDURE

Not included.

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

PAYMENT, PERFORMANCE, AND WARRANTY BOND

BOWLES METROPOLITAN DISTRICT

TRAIL REPAIRS

STATE OF _____)
) .ss.
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, _____, (hereinafter called "Principal"), and _____, a corporation duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety (hereinafter called "Surety"), are held and firmly bound unto Bowles Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, as Owner and Obligee (hereinafter called "Owner" or "Obligee"), in the penal sum of _____ (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made to the Obligee, the Principal, and Surety bind themselves, their successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Owner have executed a Contract dated April 19, 2023 for the trail repairs project (hereinafter, the "Contract"), which is by reference made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall (1) faithfully perform all covenants, obligations, and provisions of said Contract on Principal's part and satisfy all claims and demands incurred for the same during the original term thereof and, any extensions thereof that may be granted by the Owner with or without notice to the Surety; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure so to do; (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default; (4) if the Principal shall pay all persons, firms, and corporations all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of the Contract; and (5) if the Principal shall keep the Work (as defined in the Contract Documents) constructed under this Contract in good repair, in accordance with the warranties (as identified in the Contract Documents), for a period of two (2) years from the date the Owner grants final acceptance for the Work (the "Warranties"), then this obligation is null and void; otherwise it shall remain in full force and effect.

In accord with the foregoing, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the

Work to be performed thereunder or to the specifications accompanying same shall in any way affect its obligation on this Bond; and the Surety does hereby waive any notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder or the specifications accompanying same, whether or not it increases the Contract Compensation amount.

Whenever Principal shall be, and is declared by Owner to be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, subject to Owner's concurrence, perform and complete the Contract in accordance with its terms and conditions, which may include obtaining a bid or bids for completing the Work (as defined in the Contract Documents) covered by the Contract and the execution of a new Contract between the Owner and a new contractor approved by Owner. The Surety shall pay the costs of completion of the Work covered by the Contract up to an amount equal to the amount of this Bond, as increased or decreased by change orders which increase or decrease the value of the Contract amount.

If the Principal fails to pay for any labor performed, for any materials and equipment furnished, and for any materials and equipment used or rented in the performance of the Contract, the Surety shall pay the same in an amount not exceeding the cost of the Contract Work together with interest at eight percent (8%) per annum until paid.

If the Principal fails to keep the Work constructed under this Contract in good repair, in accordance with the Warranties, the Surety shall pay the costs to perform the same.

Any suit under this Bond must be instituted, or notice of intent to commence such suit received by Surety, not later than one (1) year after expiration of the warranty period under the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the successors and assigns of Owner and to all persons, firms, and corporations for all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of the Contract.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the Work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forbearance on the part of either the Owner or the Principal to each other, shall not in any way release the Principal and the Surety, or either of them, their successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being hereby expressly waived by the Surety.

[Remainder of page intentionally left blank.]

Signed and sealed this day of _____, 20__.

PRINCIPAL:

ATTEST:

By_____

Title_____

SURETY:

ATTEST:

By_____

Attorney-in-Fact with Power of Attorney attached hereto and incorporated herein

IMPORTANT: Surety companies executing this Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

Exhibit E

SCHEDULE OF VALUES

Not Included.

Exhibit F
CHANGE ORDER FORM

CHANGE ORDER

BOWLES METROPOLITAN DISTRICT

TRAIL REPAIRS 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: _____

CHAVEZ SERVICES LLC

By: _____
Its: _____



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926
ermilo@chavezservicesllc.com

ESTIMATE

Client Name / Address	Date: 04/20/2023	Estimate No. CW23166	
CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	Project Location: Bowles Metropolitan District Littleton, CO 80123 (Concrete Weir and Misc.)		
Task Description	Qty	Rate	Total
1. <u>Concrete Weir</u> - remove existing concrete weir, hauling, and concrete disposal expenses. Excavate soil to place a new 1'-6" x 3'-4" x 36'-0" concrete weir. Includes soil hauling and soil disposal expenses. Form and place new concrete weir. Includes (8) #4 x continuous horizontal steel bars, 4 each face. Also includes (50) #4 vertical bars spaced 18" on center, 25 each face. Includes concrete pump.	1 ea	\$12,500.00	\$12,500.00
2. <u>Concrete Slab at Sunset Park</u> - Compact grade to 95% standard proctor density. Place new concrete per Jefferson County specs, 6" max thickness, 4500 psi, reinforced with fibermesh. Includes 1 ton max. of CDOT Class 6 base material.	120 square ft	\$11.00	\$1,320.00
3. <u>Steel Gate</u> - remove and replace existing gate with a new gate with solid steel bar similar to existing. Painted similar to existing. Approximately a 4' x 4'-2" gate.	1 ea	\$1,600.00	\$1,600.00
Total			\$15,420.00
<i>Estimate Notes:</i>			
1. Estimate does not include permits.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. This estimate is valid for 30 days from estimate date.			

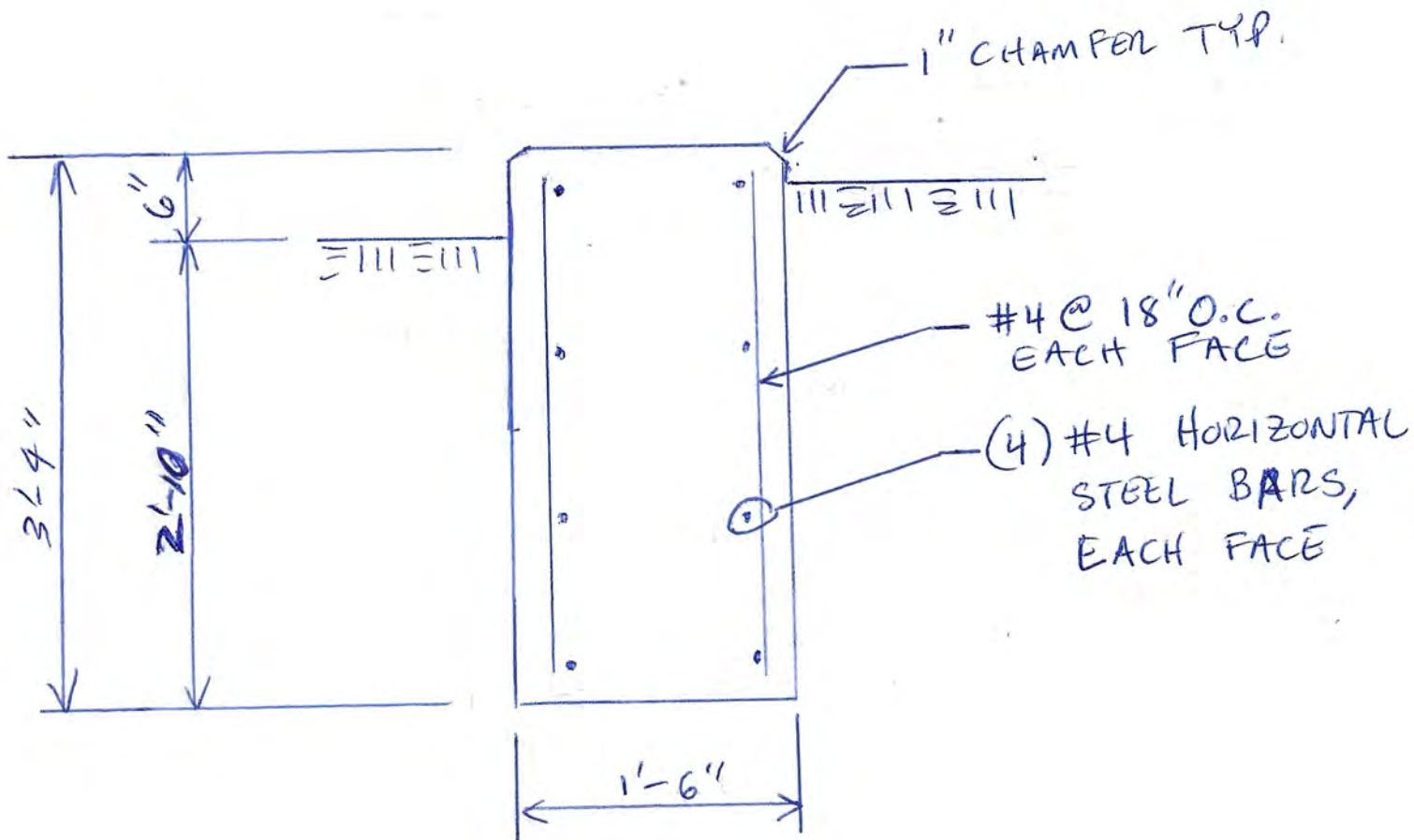
Acceptance of this estimate:

Nicholas Carlson

Date

BOWLES METRO DISTRICT⁵²

CONCRETE WEIR



CONCRETE WEIR CROSS-SECTION

LENGTH = 36'-0"

QTY OF VERTICAL BARS = $\left(\frac{36}{1.5} + 1\right) (2) = 50$ BA.

QTY OF HORIZONTAL BARS, CONTINUOUS = 8 BA

DATE: 04/19/23