

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 12, 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
Paul Lefever	Secretary	May, 2027
Donald W. Korte	Treasurer	May, 2025
Alan R. Lee	Assistant Secretary	May, 2027
Linda Lutz-Ryan	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 14, 2023, regular Board meeting (enclosure).

II. MANAGER MATTERS

A. Operational Updates and Action Items –

1. Landscape:

- a. General Update.
- b. Consider approval of First Amendment to Landscaping and Snow Removal Contract with Colorado Designscares, Inc., d/b/s Designscares Colorado Inc (enclosure).
- c. Consider approval of Designscares Proposal for Jay Circle Native Tract Valve Replacement in the amount of \$19,315.00 (enclosure).

2. Davey Tree:

- a. General Update.
- b. Review and consider approval of Davey Tree Proposal for 2024 Tree Pruning Services (enclosure).

III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$70,949.10 (enclosure).

IV. DIRECTOR MATTERS

- A. Reservoir Annual Meeting Update.

V. OTHER BUSINESS

VI. ADJOURNMENT

The next regular meeting is scheduled for December 12, 2023 at 4:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BOWLES METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
NOVEMBER 14, 2023

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, November 14, 2023, at 4:30 p.m., at The Village Center, 7255 Grant Ranch Blvd, Littleton, CO 80123. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Tim LaPan, President
Paul Lefever, Secretary
Donald W. Korte, Treasurer
Linda Lutz-Ryan, Assistant Secretary
Alan R. Lee, Assistant Secretary

Also, In Attendance Were:

Nic Carlson and Ashley Heidt; CliftonLarsonAllen LLP (“CLA”)
Alicia Corley, Esq.; Icenogle Seaver Pogue, P.C.
Johnny Jimenez; Designscapes Colorado Inc.
Tom Hewitt; Grant Ranch Homeowners Association
Michael Ries; Member of the public

ADMINISTRATIVE MATTERS

Call to Order & Agenda: Director LaPan called the meeting to order at 4:32 p.m.

The Board reviewed the agenda for the meeting. Following discussion, upon a motion duly made by Director Lefever, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the agenda, as amended.

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

Quorum, Location of Meeting /Posting of Meeting Notices: The Board confirmed the presence of a quorum. It was determined to conduct the meeting at the above-stated date, time and location.

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

Public Comment: None.

RECORD OF PROCEEDINGS

Minutes from the October 10, 2023 Regular Board Meeting: Following review, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the October 10, 2023 Regular Board Meeting Minutes, as presented.

Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters: Mr. Carlson reviewed the Resolution with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Lee and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters, as presented.

MANAGER MATTERS

Operational Updates and Action Items:

Landscape:

General Update: Mr. Jimenez provided an update to the Board. The Board requested CLA discuss the use of the reservoir water for winter watering with the reservoir company.

Davey Tree:

General Update: An update was not provided.

Proposal for 2024 Plant Health Care Between the District and Davey Tree: Following review, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the proposal for 2024 Plant Health Care between the District and Davey Tree, as amended to remove truck injections for 2024.

Proposal for 2024 Services with EcoResource Solutions: Mr. Carlson reviewed the proposal with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the proposal for 2024 Services with EcoResource Solutions, as presented.

EcoResource Solutions Water Quality Report: Mr. Carlson reviewed the report with the Board. Following review, the Board requested additional information on the carbon dioxide levels, alkalinity, and specific sheets for pond hawk.

CliftonLarsonAllen LLP Master Services Agreement and Statements of Work for 2024: Mr. Carlson reviewed the Master Services Agreement and Statements of Work with the Board. Following review, upon a motion duly made

RECORD OF PROCEEDINGS

by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Services Agreement and Statements of Work for 2024, as presented.

2024 Insurance Renewal: Mr. Carlson reviewed the 2024 insurance renewal with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Lee and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal, as presented.

Worker's Compensation Insurance for 2024: Mr. Carlson reviewed the 2024 worker's compensation insurance with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Lee and, upon vote, unanimously carried, the Board approved worker's compensation insurance for 2024.

Membership in the Special District Association for 2024: Following review, upon a motion duly made by Director Lefever, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board authorized the renewal of the District's membership in the Special District Association for 2024, in an amount not to exceed \$5,000.00.

FINANCIAL MATTERS

Claims in the amount of \$211,056.47: Following review by the Board, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the claims in the amount of \$211,056.47, as presented.

September 30, 2023 Unaudited Financial Statements: The Board reviewed the financial statements. Following discussion, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board accepted the September 30, 2023 Unaudited Financial Statements, as presented.

Update on Amendment of the 2023 Budget: An amendment to the 2023 Budget was not needed.

Public Hearing on Proposed 2024 Budget and Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money: Upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board opened the public hearing to consider the proposed 2024 Budget at 5:11 p.m.

It was noted that Notice stating that the Board would consider adoption of the 2024 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.

RECORD OF PROCEEDINGS

No public comments were received, and the public hearing was closed at 5:13 p.m.

Mr. Carlson reviewed the 2024 Budget with the Board. Discussion ensued regarding potential changes to revenue based on action taken by state legislature.

Following discussion, upon a motion duly made by Director Lefever, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money, as presented.

District Accountant to Prepare the DLG-70 Certification of Tax Levies Form for Certification to the Board of County Commissioners and other interested parties: Following review, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board authorized the District accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

District Accountant to Prepare 2025 Budget: Following review, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

Engagement Letter with Schilling & Company to Prepare the 2023 Audit: Following review, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board approved the engagement letter with Schilling & Company to prepare the 2023 Audit, in an amount not to exceed \$8,000.00.

Resolution No. 2023-11-03 Regarding Increase in Non-Potable Water Rates Sold to Grant Ranch Homeowner Sub-Associations for 2023: Mr. Carlson reviewed the Resolution with the Board, noting that the notice was published within 30 days in a newspaper with local circulation. Following review, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-03 Regarding Increase in Non-Potable Water Rates Sold to Grant Ranch Homeowner Sub-Associations for 2023.

LEGAL MATTERS

None.

OTHER BUSINESS

Reservoir Representation at Annual Shareholders Meeting: Following discussion, upon a motion duly made by Director Korte, seconded by Director Lee and, upon vote, unanimously carried, the Board appointed Director Lefever

RECORD OF PROCEEDINGS

to serve as the Bowles Metropolitan District's representative at future reservoir meetings.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director LaPan, seconded by Director Lee and, upon vote, unanimously carried, the Board adjourned the meeting at 5:32 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**BOWLES METROPOLITAN DISTRICT
FIRST AMENDMENT TO
LANDSCAPING AND SNOW REMOVAL CONTRACT**

This FIRST AMENDMENT TO LANDSCAPING AND SNOW REMOVAL CONTRACT (the “First Amendment”) is entered into this 1st day of January, 2024, by and between the BOWLES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and DESIGNSCAPES INC., a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, the District and the Contractor entered into that certain Landscaping and Snow Removal Services Contract, dated January 1, 2023 (the “Contract”); and

WHEREAS, the District and the Contractor desire to amend the Contract to extend the term of the contract and adjust the compensation for work to be performed in 2024; and

WHEREAS, in accordance with Section 13.6 of the Contract, the Contract may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

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 to amend the Contract as follows:

TERMS

1. COMPENSATION FOR STANDARD LANDSCAPING SERVICES. Section 2.1, Compensation for Standard Landscaping Services, is deleted in its entirety and replaced with the following:

The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Standard Landscaping Services in 2024, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract, for the sum of Three Hundred Five Thousand Twenty-Two Dollars and Fifty-Eight Cents (\$305,022.58) (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. COMPENSATION FOR STANDARD SNOW REMOVAL SERVICES. Exhibit B to the Contract is deleted in its entirety and replaced with Exhibit B-1 attached to this First Amendment and incorporated herein by this reference.

3. TERM EXTENSION. Section 3, Term, is hereby deleted in its entirety and replaced with the following:

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2024, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. **FULL FORCE AND EFFECT.** Except as expressly modified by this First Amendment, all other provisions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment 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 First Amendment.

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

DESIGNSCAPES INC.

By: _____
Its: _____

EXHIBIT B-1**2024 STANDARD SNOW REMOVAL PRICING****SERVICES RATE SCHEDULE**

	LABOR/EQUIPMENT	MATERIALS
a) Mobilization Fee	\$100.00 Flat rate	N/A
b) 4x4 Truck w/ Blade	\$125.00 per hour	N/A
c) 4x4 Truck w/ Spreader	\$125.00 per hour	N/A
d) Semi End Dump	\$175.00 per hour	N/A
e) Dump Trucks	\$125.00 per hour	N/A
f) Front End Loader w/ blade	\$220.00 per hour	N/A
g) Skid Steer Loader w/ blade	\$185.00 per hour	N/A
h) Ice Slicer Mix	\$0.00 per hour	\$273/Yard
i) Magnesium Chloride	\$0.00 per hour	\$57/Bag
j) Snow-Blowers	\$85.00 per hour	N/A
k) Snow Removal Labor	\$77.00 per hour	N/A
l) A.T.V w/ Blade	\$95.00 per hour	N/A
m) Snow Stakes/Markers	\$0.00 per hour	\$10.00 /marker

Mobilization and de-mobilization time applies to the above fee schedule when plowing is not necessary.

****THERE WILL BE A 3% FEE APPLIED TO ALL CREDIT CARD PAYMENTS.**

HOLIDAY PAY: In the event snow removal operations are required between the hours of 12:00 midnight and 12:00 midnight of the following days: November 23 (Thanksgiving Day), December 25 (Christmas Day), January 1 (New Year's Day), April 1 (Easter Sunday) the above latter rate schedule of unit costs related to labor & equipment shall be doubled. Material costs will remain constant.

**BOWLES METROPOLITAN DISTRICT
PLANT HEALTHCARE, FERTILIZATION, AND SOIL CARE SERVICES CONTRACT**

This **PLANT HEALTHCARE, FERTILIZATION, AND SOIL CARE SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2024, 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 THE 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 plant healthcare, fertilization, and soil care 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 plant healthcare, fertilization, and soil care 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 Fifty-Two Thousand Eighty-Nine Dollars (\$52,089.00) (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 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 ("Additional Services"). 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, and such approval shall not be unreasonably withheld. 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 term of this Contract shall be from the date first set forth above and shall expire on December 31, 2024, 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' Liens. The Contractor acknowledges that the Services are provided in connection with a public project that is subject to Sections 38-26-101 *et seq.*, Colorado Revised Statutes., and therefore, the Contractor acknowledges that the Services are not subject to Sections 38-22-101 *et seq.*, Colorado Revised Statutes ("General Mechanics' Liens"). Nevertheless, to the extent that any portion of the Services are subject to the assertion of a mechanic's lien under the General Mechanic's Liens statute, then the Contractor hereby forever waives and releases any and all rights, which may now or heretofore exist or accrue, to record a lien thereon for any work or services performed, materials or equipment furnished, or labor supplied, to the maximum extent permitted by law. The Contractor will (i) make timely payments to the 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. In the event that any subcontractor, laborer, supplier, or any other person for whom the Contractor is responsible in

connection with this Contract records a lien against the District, any such lien rights being expressly waived pursuant to this Section, then the Contractor shall indemnify, save harmless, and defend 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, to the extent arising directly or indirectly in any manner whatsoever out of such lien. Presuming Contractor has been paid all Compensation for Services performed pursuant to 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 reasonable 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. The provisions of this Section are intended to comply with the provisions of Section 13-50.5-102(8), C.R.S., and remain subject to the limitations set forth therein.

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, and agents 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 are caused by 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, or a third party for which Contractor is not responsible.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract for a period of two (2) years.

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 reasonable attorneys' fees incurred in connection with Any Claim. The District may protect its interest in

defending against Any Claims by selecting its own counsel, subject to Contractor's approval which shall not be unreasonably withheld, with legal costs and reasonable 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.

Notwithstanding anything to the contrary in this Contract or elsewhere, in no event shall Contractor's total liability exceed the applicable insurance limits set forth in Section 6 below.

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, 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 thirty (30) 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 within thirty (30) days 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); and
- h. Contractors' limited pollution coverage (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.

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. Except as otherwise stated in this Contract, 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, and Contractor has failed to correct the Event of Default after being provided a reasonable opportunity to cure, 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:

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

13.5. 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.

13.6. 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.

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

13.8. 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.

13.9. 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.

13.10. 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 federal or state courts in the State of

Colorado.

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

13.12. 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.

13.13. 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.

13.14. 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.

13.15. 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.

13.16. 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:

THE DAVEY TREE EXPERT COMPANY

By: Derek Fox

Its: _____

DISTRICT:

BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: Paul Lefever
Its: Secretary

EXHIBIT A

SCOPE OF SERVICES

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:

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Plant Health Care				
Horticultural Oil Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (Jan/Feb) ***HOA Trees***</i>	Jan - Apr	\$572.00		\$572.00
Special Treatment <i>Treat 241 Pines and 67 Spruce along Grant Ranch Blvd, Dorado Drive, Jay Circle and Bowles Ave, with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Includes trees behind monument signs* (March) **PRE-POSTING** ***HOA Trees***</i>	February	\$7,405.00		\$7,405.00
Special Treatment <i>Treat 81 Pines and 17 Spruce within Sunset Park and Blue Heron Park with Onyx to control Ips Beetle, Mountain Pine Beetle, and Zimmerman Pine Moth for one full growing season. *Do not treat trees close to ponds* (March) **PRE-POSTING** ***Bowles Trees***</i>	February	\$1,168.00		\$1,168.00
Emerald Ash Borer Soil App <i>Systemic soil injection with imidicloprid for the following listed ***HOA Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 2 Bowles Ave, 160 GRB, 58 S Jay Cir, 42 Community entrance trees at Hillsboro, Belvedere, Tapestry N, Promenade, Reflections N, Reflections S, Orchards W, Regatta N, 2 Village Center (approx 264 trees). (Spring once a year)</i>	Feb - Apr	\$13,134.00		\$13,134.00
Emerald Ash Borer Soil App <i>Systemic soil injection with imidicloprid for the following listed ***Bowles Metro Trees*** Ash trees to help protect from Emerald Ash Borer (EAB): 36 Blue Heron Park, 5 Sunset Park, 4 Vista Park, 10 Isthmus Park, 29 Tract K, 3 Tract O, 1 Tract N1, 5 Orchards street trees along fence, 9 Tract C2, 3 Tract E, 7 Tract I, 1 @ 5488 S Gray St (Cut out from S Jay to Celebrations) (approx 113 trees). (Spring once a year)</i>	Feb - Apr	\$7,442.00		\$7,442.00
Borer Treatment <i>Treat approximately 231 Ash trees along the Grant Ranch Boulevard, Jay Circle, and Dorado Drive right-of-ways, with Astro to control Ash/LilacBorer. (May) ***HOA Trees***</i>	Apr - May	\$2,795.00		\$2,795.00
Borer Treatment <i>Treat about 59 Ash trees within Sunset Park and Blue Heron Park with Astro to control ash/lilac borer. (May) ***Bowles Trees***</i>	Apr - May	\$657.00		\$657.00
Special Treatment <i>Treat 42 Hawthorn trees with Safari to control mealybugs; Trees are located on the East and North sides of Grant Ranch Blvd. between (Dorado - Jay Cir. (east)) and from (Jay Cir. (west) to Saulsbury St.) Include 5 additional Hawthorns on the South side of BlueHeron Park near Round about. (MAY) ***HOA Trees***</i>	May	\$728.00		\$728.00
Kermes Scale - Fall <i>Treat approx 30 Oak trees along W Bowles Ave with "Distance" (East and West of Grant Ranch Blvd) to help control Kermes scale. (Sept) ***HOA Trees***</i>	September	\$2,163.00		\$2,163.00
Fertilization/SoilCare				
Deep Root Fert w/ArborGreenPRO (1yr) <i>Deep root fertilization ALL street trees along Grant Ranch Blvd, Jay Circle, Dorado Drive and Bowles Ave. Approx 1159 trees. (do in late March)</i>	March	\$16,025.00		\$16,025.00
Total Investment		\$52,089.00	\$0.00	\$52,089.00

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 Contractor'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 Contractor 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 Contractor also offers pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. The Contractor's surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. The Contractor also offers a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Bowles Metro District
Prior Claims
November 10, 2023 - December 5, 2023

Date	Vendor	Amount
11/13/2023	Rocky Mountain Pump & Controls LLC	\$ 198.00
11/13/2023	Designscapes Colorado	1,590.00
11/13/2023	Designscapes Colorado	3,380.00
11/13/2023	Designscapes Colorado	1,918.52
11/13/2023	Designscapes Colorado	2,080.00
11/13/2023	CliftonLarsonAllen LLP	10,509.39
11/13/2023	Rocky Mountain Recreation Inc	12,445.00
11/13/2023	Chavez Services LLC	5,760.00
11/22/2023	Homestead Painting LLC	3,460.00
11/22/2023	American Awning Company	400.00
11/22/2023	Icenogle Seaver Pogue	1,558.84
11/22/2023	Designscapes Colorado	389.41
11/22/2023	Designscapes Colorado	3,800.00
11/22/2023	Designscapes Colorado	245.00
11/22/2023	Designscapes Colorado	403.00
11/22/2023	Designscapes Colorado	1,862.50
11/22/2023	Designscapes Colorado	446.50
11/22/2023	Designscapes Colorado	850.00
11/22/2023	CliftonLarsonAllen LLP	13,919.51
11/22/2023	UNCC	101.91
11/22/2023	Davey Tree	3,523.00
11/22/2023	Dependable Portable Restrooms	525.00
11/22/2023	Dependable Portable Restrooms	525.00
11/22/2023	Foothills Park & Recreation	1,058.52
Total		\$ 70,949.10