

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

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Tuesday, February 13, 2024

TIME: 4:00 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. ADJOURN INTO EXECUTIVE SESSION, IF DESIRED BY THE BOARD, pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, and pursuant to §24-6-402(4)(b), C.R.S., to consult attorney on specific legal questions, related to the District’s irrigation project.
- E. Public Comment.

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

- F. Review and consider approval of minutes from the January 9, 2024, regular Board meeting (enclosure).
- G. Ratify approval of Homestead Fence Repair Contract (enclosure).
- H. Ratify renewal of Mulhern MRE contract for engineering services (enclosure).

II. MANAGER MATTERS

- A. Landscape:
 - 1. General Update.
 - 2. Review and consider approval of proposal to replace valves along Grant Ranch Blvd. in the amount of \$57,499.00 (enclosure).
 - 3. Review and consider approval of proposal to replace mulch in the amount of \$42,500.00 (enclosure).
- B. Davey Tree:
 - 1. General Update.
 - 2. Review and consider approval of proposal for spruce removal and treatment (enclosure).

III. ENGINEERING MATTERS

- A. Discuss playground project and next steps.
 - 1. Review updated playground concepts (enclosure).
- B. Discuss stormwater pond improvements.
- C. Discuss wrought iron fence replacement.

IV. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$202,803.10 (enclosure).
- B. Review and consider acceptance of December 31, 2023 Unaudited Financial Statements (enclosure).
- C. Review engagement letter with Schilling & Company, Inc. to perform 2023 Audit (enclosure).

V. LEGAL MATTERS

VI. DIRECTOR MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

The next regular meeting is scheduled for March 12, 2024 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 JANUARY 9, 2024

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, January 9, 2024, at 4:30 p.m., at the Village Center. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also, In Attendance Were:

Nic Carlson; CliftonLarsonAllen LLP (“CLA”)
Johnny Jimenez; Designsapes Colorado Inc.
Derek Fox; The Davey Tree Expert Company
Todd Wenskoski; Livable Cities Studio
Scott Barnett; Mulhern MRE

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 Korte and, upon vote, unanimously carried, the Board approved the agenda, as presented.

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

Quorum/Confirmation of Meeting Location/Posting of Notice: The presence of a quorum was confirmed.

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: None.

Minutes from the December 12, 2023 Regular Board Meeting: Following review, upon a motion duly made by Director Lefever, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the December 12, 2023 Board Meeting Minutes, as presented.

MANAGER MATTERS

Landscape:

General Update: Mr. Jimenez provided an update to the Board, noting that snow removal is ongoing. Mr. Jimenez also reviewed the following proposals with the Board.

Designscapes Proposal for Jay Circle Sumac Clearing in an amount not to exceed \$5,000.00: Following discussion, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the Designscapes Proposal for Jay Circle Sumac Clearing in an amount not to exceed \$5,000.00.

Designscapes Proposal for Blue Heron Park Islands Cotoneaster Removal in the amount of \$3,375.00: Following discussion, upon a motion duly made by Director Korte, seconded by Director Lutz-Ryan and, upon vote, unanimously carried, the Board approved the Designscapes Proposal for Blue Heron Park Islands Cotoneaster Removal in the amount of \$3,375.00.

Davey Tree:

General Update: Mr. Fox provided an update to the Board, noting that pruning work has begun and will continue over the coming weeks. It was noted that plant health care services will continue through the spring of 2024.

ENGINEERING MATTERS

Playground Conceptual Designs and Next Steps: Mr. Wenskoski reviewed the conceptual designs for the playground with the Board. The Board directed Mr. Wenskoski to further develop the midlevel investment option and prepare for public engagement. The Board directed CLA to interface with Jefferson County on jurisdictional requirements.

RECORD OF PROCEEDINGS

Mr. Barnett reviewed the jetting proposal with the Board, noting that the footage may inform stormwater improvements. Following review, upon a motion duly made by Director Korte, seconded by Director Lee and, upon vote, unanimously carried, the Board approved the jetting proposal.

Stormwater Pond Improvements: Mr. Barnett reviewed the stormwater pond improvements with the Board, noting that further assessment will occur, and he will report back in future meetings.

Wrought Iron Fence Replacement: The Board directed staff to prepare the wrought iron fence replacement bid documents based on the design and quote included in the packet. The Board also directed staff to begin interface with Bow Mar and affected homeowners. The Board requested feedback from Bow Mar.

FINANCIAL MATTERS

Claims in the amount of \$53,211.42: Following review, upon a motion duly made by Director Korte, seconded by Director Lefever and, upon vote, unanimously carried, the Board approved the claims in the amount of \$53,211.42, as presented.

November 30, 2023 Unaudited 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 November 30, 2023 unaudited financial statements, as presented.

2024 Budget Summary: Mr. Carlson reviewed the 2024 Budget Summary with the Board. No action was taken.

DIRECTOR MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Director Korte adjourned the meeting at 6:20 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

BOWLES METROPOLITAN DISTRICT
2024 FENCE IMPROVEMENTS CONTRACT

This CONTRACT (the “Contract”) for construction of fence improvements is entered into effective as of this 13th day of February 2024, (the “Effective Date”) by and between the Bowles Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and Homestead Painting, LLC, a Colorado limited liability company (the “Contractor”).

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

TERMS

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

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

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

B. Project Special Conditions

Included: Yes No

C. District General Conditions, if specifically referenced here:

Not applicable.

D. Detailed Plans Included: Yes No

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

Not applicable.

(The Contractor is responsible for obtaining the effective provisions of CDOT documents as incorporated by the Contract Documents.)

F. Any other specifications which are referenced in the Contract Documents A. through E. above.

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 not to exceed amount of **Eighty Thousand Three Hundred Dollars (\$80,300)**, based upon unit prices set forth in **Exhibit E** (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 **December 31, 2024** (the “Completion Date”). The term of this Contract shall commence on the Effective Date and shall terminate on either the Completion Date or the date when the Work has been completely performed to the District’s satisfaction, whichever first occurs. Additionally, this Contract may also be terminated by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. WARRANTIES FOR THE WORK.

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

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

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

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

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

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

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

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

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

8. TERMINATION.

A. Types of Termination.

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

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

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

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

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

C. Payment and Liabilities Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. GENERAL MECHANICS' LIENS.

A. The Contractor acknowledges that the Work is a public project that is subject to Sections 38-26-101 *et seq.*, Colorado Revised Statutes, and therefore, Contractor acknowledges that the Work is not subject to Sections 38-22-101 *et seq.*, Colorado Revised Statutes ("General Mechanics' Liens"). Nevertheless, to the extent that any portion of the Work, the underlying property, or the improvements thereon, is/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, regardless of whether such services, work, materials, equipment, or labor were required by the Contract Documents, to the maximum extent permitted by law. The Contractor further agrees that all debts owed by the Contractor to any third party relating to the goods or services covered by this waiver of lien rights have been paid or will be timely paid. Apart from their right to timely and properly assert claims against the Payment, Performance, and Warranty Bond required herein or under Section 38-26-106, Colorado Revised Statutes, the sole remedy of the Contractor's subcontractors and suppliers, and any other person, as defined in Section 2-4-401(8), Colorado Revised Statutes, that has furnished labor, materials, sustenance, or other supplies used or consumed by the Contractor or his or her subcontractor in or about the performance of the Work contracted to be done or that supplies laborers, rental machinery, tools, or

equipment to the extent used in the prosecution of the Work whose claim therefor has not been paid by the Contractor or the subcontractor, as against the District, the Work, the underlying property, or the improvements thereon, shall be to file a verified statement of claim before the time of final settlement pursuant to Section 38-26-107, Colorado Revised Statutes. No subcontractor, laborer, supplier, nor any other person for whom the Contractor is responsible in connection with this Contract shall have the right to lien the Work or the real property underlying the Work and any such rights are hereby expressly waived.

B. The Contractor agrees to require each of its subcontractors and suppliers (at all tiers) to expressly incorporate Section 17.A. of this Contract into their respective subcontracts and/or purchase orders, with the word "Contractor" being substituted for the name of such subcontractor and/or supplier. This obligation shall represent a material term of this Contract. Upon the District's written request, the Contractor shall provide copies of its subcontracts and/or purchase orders to the District. The District reserves the right to verify that such subcontracts and/or purchase orders expressly incorporate the acknowledgments, waivers, and releases of Section 17.A. of this Contract; provided that nothing in this Contract shall impose upon the District any duty or obligation to verify the inclusion or adequacy of the acknowledgments, waivers, and releases of Section 17.A. of this Contract included in the Contractor's subcontracts and/or purchase orders.

C. The Contractor shall defend, indemnify, and hold harmless the District, from and against any and all General Mechanics' Liens recorded by the Contractor, or by any subcontractors engaged by Contractor, directly or indirectly, for any Work or services performed, materials or equipment supplied, or labor furnished in relation to or arising out of this Contract.

D. 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 Work 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 Work or the real property underlying the Work, any such lien rights being expressly waived pursuant to Section 17.A. of this Contract, 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. If any lien is filed claiming by, through or under the Contractor or the Work performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid. The provisions of this Section are intended to comply with the provisions of

Section 13-50.5-102(8), Colorado Revised Statutes, and remain subject to the limitations set forth therein.

18. 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.

19. 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.

20. MISCELLANEOUS PROVISIONS.

A. Independent Contractor. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR**

ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.

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

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

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

The District:

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

The Contractor:

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

With a copy to:

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

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

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

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

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

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

I. 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 Work contemplated herein.

J. 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.

K. 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.

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

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

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

[The remainder of this page left intentionally blank.]

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

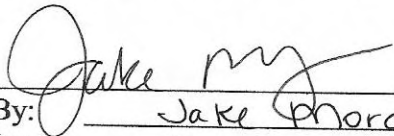
BOWLES METROPOLITAN DISTRICT

By: Timothy LaPan
Its: President

ATTEST:

By: Paul LeFever
Its: Secretary

HOMESTEAD PAINTING, LLC


By: Jake Morgan
Its: owner

ATTEST:

Exhibit A

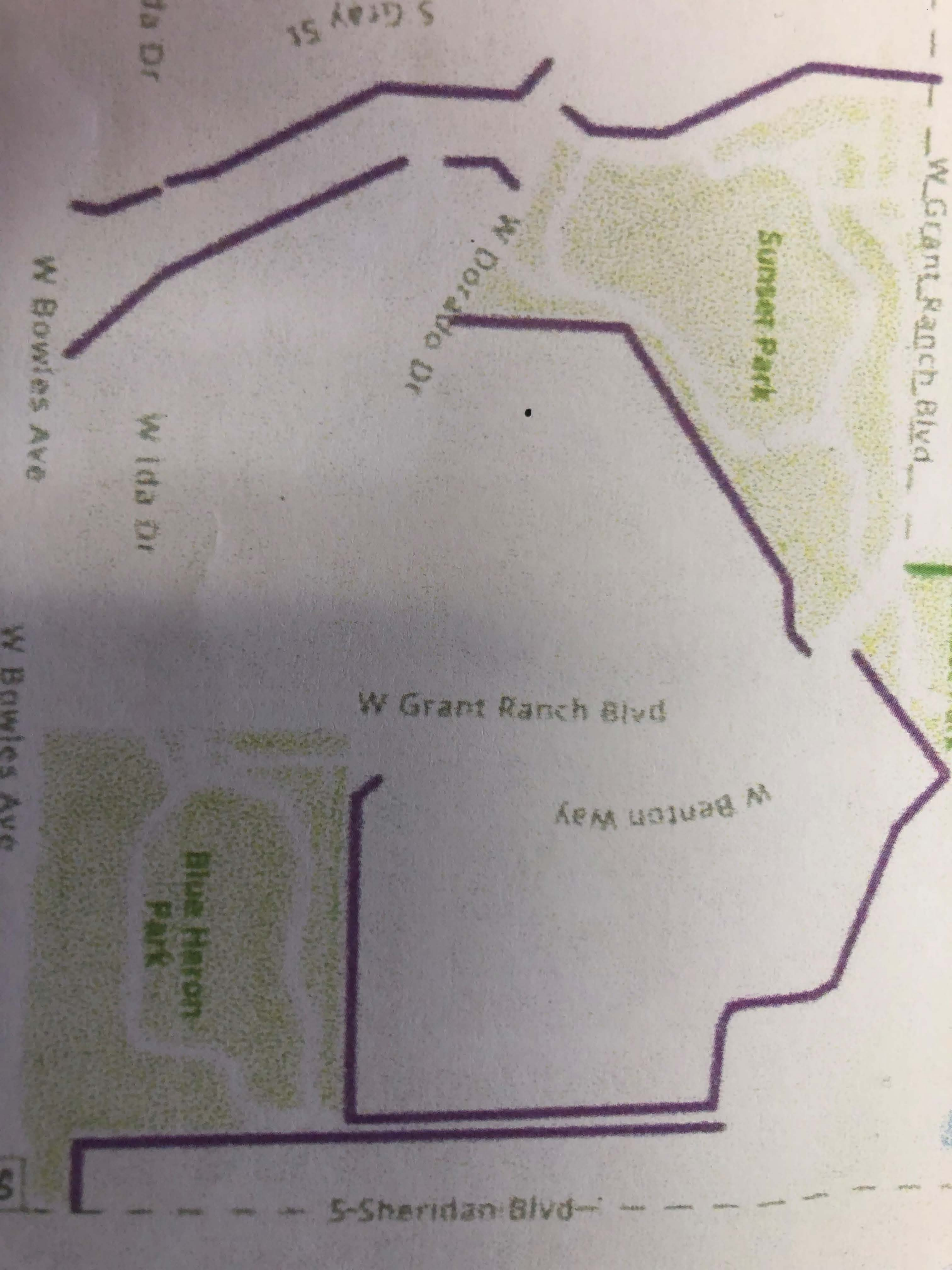
SCOPE OF WORK

The Contractor will furnish the materials and perform the labor necessary for the completion of the following as identified on the map contained within **Exhibit A-1**, attached hereto and incorporated herein by this reference:

1. Complete utility locates prior to the commencement of the Work.
2. On the east fence of Sunset Park along the school
 - a. Replace Six (6) rails.
 - b. Replace Six (6) posts.
 - c. Restain Fence
3. 2024 Phase Improvements
 - a. Replace One Hundred Forty-Seven (147) rails.
 - b. Replace Forty-Three (43) posts.
 - c. Restain Fence
4. Inspect all areas and resecure loose fence rails with coated deck screws.
5. Staining
 - a. Protect, by masking or shielding, rocks, vegetation or other areas not being stained.
 - b. The Contractor will provide a trailer mounted water tank and power washer but will need to coordinate with the District for access for water refills. At no time will individual homeowners' water be used.
6. Surface Preparation
 - a. Power wash to remove any foreign matter on the surface to be stained. Surfaces will be washed in a manner not to disturb the integrity of the surface.
 - b. Wire brush and existing surface to remove any loose and peeling paint/stain as needed.

Exhibit A-1

MAP



W Grant Ranch Blvd

Sunset Park

W Dorado Dr

W Grant Ranch Blvd

W Benton Way

W Ida Dr

W Bowles Ave

W Ida Dr

S Gray St

Blue Heron Park

S Sheridan Blvd

W Bowles Ave

S

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

2024 FENCE IMPROVEMENTS

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 _____ for the 2024 Fence Improvements (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 three (3) 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

Sunset Park: Replace Eight (8) Posts, Replace Six Rails, and Restain Fence: \$8,400.00

2024 Phase: Replace Forty-Three (43) Posts, Replace One Hundred Forty-Seven (147) Rails,
and Restain Fence: \$71,900.00

Total Compensation: \$80,300.00

Exhibit F

CHANGE ORDER FORM

CHANGE ORDER

BOWLES METROPOLITAN DISTRICT

**2024 FENCE IMPROVEMENTS CONTRACT
CHANGE ORDER**

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

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

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

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

BOWLES METROPOLITAN DISTRICT

By: _____
Its: _____

HOMESTEAD PAINTING, LLC

By: _____
Its: _____

CONSULTING SERVICES AGREEMENT

This **AGREEMENT FOR CONSULTING SERVICES** (the “Agreement”) is entered into effective as of 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 MULHERN MRE, INC., a Colorado corporation (the “Consultant”).

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

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

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

WHEREAS, the District desires to engage the Consultant to render these services consistent with the terms of this Agreement; and

WHEREAS, the Consultant desires to render said services; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Consultant shall provide the engineering services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services in the manner required by this Agreement. Consultant shall perform the Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the Denver metropolitan area. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. ADDITIONAL SERVICES. The District may, in writing, request that the Consultant provide the District with certain additional or different services which are not required in **Exhibit A** (hereinafter the “Additional Services”). Additional Services shall not be performed

by the Consultant unless Consultant receives a written request for the performance of Additional Services from the District. Upon receipt of the written request, the District and the Consultant shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Consultant and the District. If the Consultant performs any Additional Services prior to or without receiving a signed agreement to do so from the District, the Consultant shall not be entitled to any compensation for such Additional Services.

3. TERM OF AGREEMENT. The term of this Agreement shall begin on the date of execution set forth above and shall expire on December 31, 2024, or when the Services have been completely performed to the District's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

4. COMPENSATION.

A. Compensation for Services. The District shall compensate the Consultant for all labor, equipment and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Agreement on a time and materials basis, at the hourly rates set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

B. Additional Services. Compensation for Additional Services of the Consultant shall be negotiated by the parties and included in the written agreement contemplated by Section 2.

C. Progress Payments. Consultant shall submit monthly invoices to the District's Finance Department for progress payments of portions of the Services satisfactorily performed during the term of the Agreement with progress payments to be made monthly for Services performed during the preceding month unless another invoice submittal/payment interval is specified in **Exhibit B**. The District shall be invoiced only for actual time and direct costs incurred for the performance of the Services unless otherwise indicated in Exhibit A. The District will pay approved invoices, or parts thereof, within thirty (30) days after receipt. All invoices shall be addressed to the District as follows: Bowles Metropolitan District, c/o CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, Attn: Nicholas Carlson, Email: Nicholas.Carlson@clacconnect.com

D. Requirements for Progress Payment.

1. Invoices. For Services completed, the Consultant shall submit to the District an invoice itemizing the costs of the Services performed. The Consultant's invoices shall be in a format acceptable to the District and the District's approval of invoices shall be a condition to payment. Invoices shall be supported by cost information in such detail as may be required by the District to substantiate the charges being invoiced and for a proper audit and post audit thereof.

2. Invoice Documentation. If and to the extent requested by the District, the Consultant shall submit with each invoice a progress report describing

Services performed, results achieved, deliverable status and certification of payment to all employees, vendors, and sub-consultants.

E. Unsatisfactory Invoices. The District may return to the Consultant unsatisfactory invoices and may withhold payment thereof.

F. Unsatisfactory Performance of Services and Right to Withhold Payment. The District reserves the right to withhold payment and to continue to withhold any such payment for Services which are not completed as scheduled, completed unsatisfactorily, behind schedule or otherwise performed in an inadequate or untimely fashion, as determined by the District in its sole discretion. All payments previously withheld by the District shall be released and paid to the Consultant promptly when the Services are subsequently determined by the District to be satisfactory.

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

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

6. WARRANTIES AND REPRESENTATIONS. The Consultant represents, warrants, and covenants that:

A. It has the required authority, ability, skills, and capacity to, and shall, perform the Services in a manner consistent with this Agreement. Further, all employees and sub-consultants of Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.

B. It has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Services, and the Services shall be performed in conformity with such requirements and practices.

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

D. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of or a default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which its properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

E. This Agreement constitutes the legal, valid, and binding obligation of the Consultant enforceable in accordance with its terms.

7. CONSULTANT'S INSURANCE.

A. General Requirements. The Consultant shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Consultant from claims that arise out of or result from the operations under this Agreement by the Consultant or by a sub-consultant or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in subsection 7.C. The Consultant shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Consultant shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal, or material modification of any policy of insurance obtained to comply with this Section.

B. Minimum Insurance Coverages.

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

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

a. Premises and operations;

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

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

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

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

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

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

D. Certificates of Insurance. Prior to commencing any Services under the Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the name of this Agreement, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the Services, such sub-consultant(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Consultant and containing the "additional

insured,” “waiver of subrogation” and “cancellation” conditions found in this Section. If the coverage required expires during the term of this Agreement, the Consultant and its sub-consultant(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

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

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

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

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

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

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

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

J. Sub-consultants. If the Consultant subcontracts any portion(s) of the Services, the Consultant shall require that each sub-consultant retained by the Consultant acquire and maintain insurance coverage as set forth in this Section 7. The Consultant shall require each sub-consultant to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Consultant shall retain all sub-consultant insurance certificates and endorsements for the duration of the Agreement. The Consultant shall, upon the District's request, submit them to the District for review or audit. Failure to acquire and maintain sub-consultant insurance certificates is a material breach of this Agreement.

8. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Agreement, the Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles) and liabilities, of, by or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant or any of its sub-consultants, material suppliers, agents, representatives or employees, or the agents, representatives or employees of any sub-consultants or material suppliers (collectively the "Consultant/Related Parties"), in connection with this Agreement (or a breach thereof) and/or the Consultant's Services hereunder whether arising before or after completion of performance of the Services, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents and consultants, and to the extent Section 13-50-.5-102(8)(a), Colorado Revised Statutes applies to the Consultant and Consultant's Services under this Agreement, the Consultant shall only be responsible for that portion of the foregoing represented by the degree or percentage of negligence or fault attributable to the Consultant/Related Parties.

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

Subject to Section 13-50-.5-102(8)(c), Colorado Revised Statutes, if applicable to the Consultant and Consultant's Services performed under this Agreement, the Consultant will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim, and the District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Consultant. The Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property

caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8)(c), Colorado Revised Statutes, are applicable to the Consultant and Consultant's Services performed under this Agreement, the Consultant and the District hereby agree for the purposes of this Section that if the Consultant's percentage of liability or fault has been determined by adjudication (rather than other means permitted by Section 13-50.5-102(8)(c), C.R.S.): (i) "the degree or percentage of negligence or fault attributable" to the Consultant/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

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

9. ASSIGNMENT. The Consultant shall not assign this Agreement or parts hereof or its duties hereunder without the express written consent of the District. In the event of the dissolution or termination of the District, the parties agree that the District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

10. SUB-CONSULTANTS. Consultant is solely and fully responsible to the District for the Services under this Agreement. Use of any sub-consultant by Consultant shall be pre-approved by the District. Consultant agrees that each and every agreement of Consultant with any sub-consultant to perform Services under this Agreement shall be terminable not for cause and shall include the insurance required herein.

11. TERMINATION FOR CONVENIENCE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, for convenience, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with Section 4 hereof, for Services performed up to the termination and unpaid at termination.

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

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

14. CONSULTANT'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

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

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

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

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

practices, activities or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Consultant's obligations under this Agreement.

16. MISCELLANEOUS.

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

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

Notices to District:

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

With a copy to:

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

Notices to Consultant:

Mulhern MRE, Inc.
 188 Inverness Drive West, Suite 140
 Englewood, Colorado 80112
 Attn: Luis Tovar
 Email: Luis@mulhernmre.com

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

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

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

F. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

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

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

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

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

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

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

M. Rules of Construction. For purposes of this Agreement, except as otherwise expressly

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

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

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

[Remainder of page intentionally left blank].

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

BOWLES METROPOLITAN DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

CONSULTANT

MULHERN MRE, INC.

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A**SCOPE OF SERVICES**

Upon prior approval of the District Manager, the Consultant shall provide general on call civil and water engineering services and specific project engineering services on an as needed basis and as directed by the District's manager.

EXHIBIT B**SERVICES RATE SCHEDULE**

The District will be billed for time and materials based on actual time required to perform the tasks requested at the rates set forth below:

President	\$166
Project Manager	\$163
Senior Engineer	\$163
Engineer II	\$143
Engineer I	\$133
Accountant	\$115
Senior Administrative	\$115
Administrative	\$110



Project: Street Scape Valve Replacement
RE: Bowles Metro District
Prepare by: Johnny Jimenez 720-879-1602
Date Issued: 1/11/2024

ESTIMATE

Excavate And Replace 66 Valves Starting At The West Entrance Of Grant Ranch Blvd To Dorado Intersection.

QTY	UNIT	DESCRIPTION	COST	AMOUNT
66	EA	Scrubber Valves 1 1/2"	\$380.00	\$25,080.00
1	LS	Labor to excavate valves	\$3,500.00	\$3,500.00
15	TON	1 1/2" Mountain Granite (For Below Valve Boxes)	\$285.00	\$4,275.00
66	EA	Unions	\$60.00	\$3,960.00
66	EA	Direct Bury Splice Kit	\$8.50	\$561.00
66	EA	Male Adapters 1 1/2" PVC	\$8.50	\$561.00
66	EA	PVC Slip Fix 1 1/2"	\$35.00	\$2,310.00
66	EA	Purple Irrigation Valve Box Lids	\$55.00	\$3,630.00
264	EA	Bricks (One For Each Corner Of The Valve Box)	\$4.25	\$1,122.00
1	LS	Fabric	\$400.00	\$400.00
3	EA	Delivery	\$135.00	\$405.00
1	LS	Disposal of excavation material	\$975.00	\$975.00
1	LS	Labor To Remove And Dispose Of Mulch And Fabric	\$10,720.00	\$10,720.00
TBD	EA	If needed bush removal to acces valves @ \$55 EA	TBD	TBD
1	LS	Replace all Drip line for a total of \$4,700 installed or repair as needed	TBD	TBD
Total				\$57,499.00

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

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

016-16
1 1/2"

005-13
1 1/2"

2 1/2"

3"

W. DORADO DR.

2 1/2"

CONTROLLER

2"

2 1/2"

006-8
1 1/2"

006-
1 1/2"

IRRIGATION PLAN "AS-BUILT"

CONTRACTOR: COL. ORLANDO DESIGNSCAPES
(303)816-6221

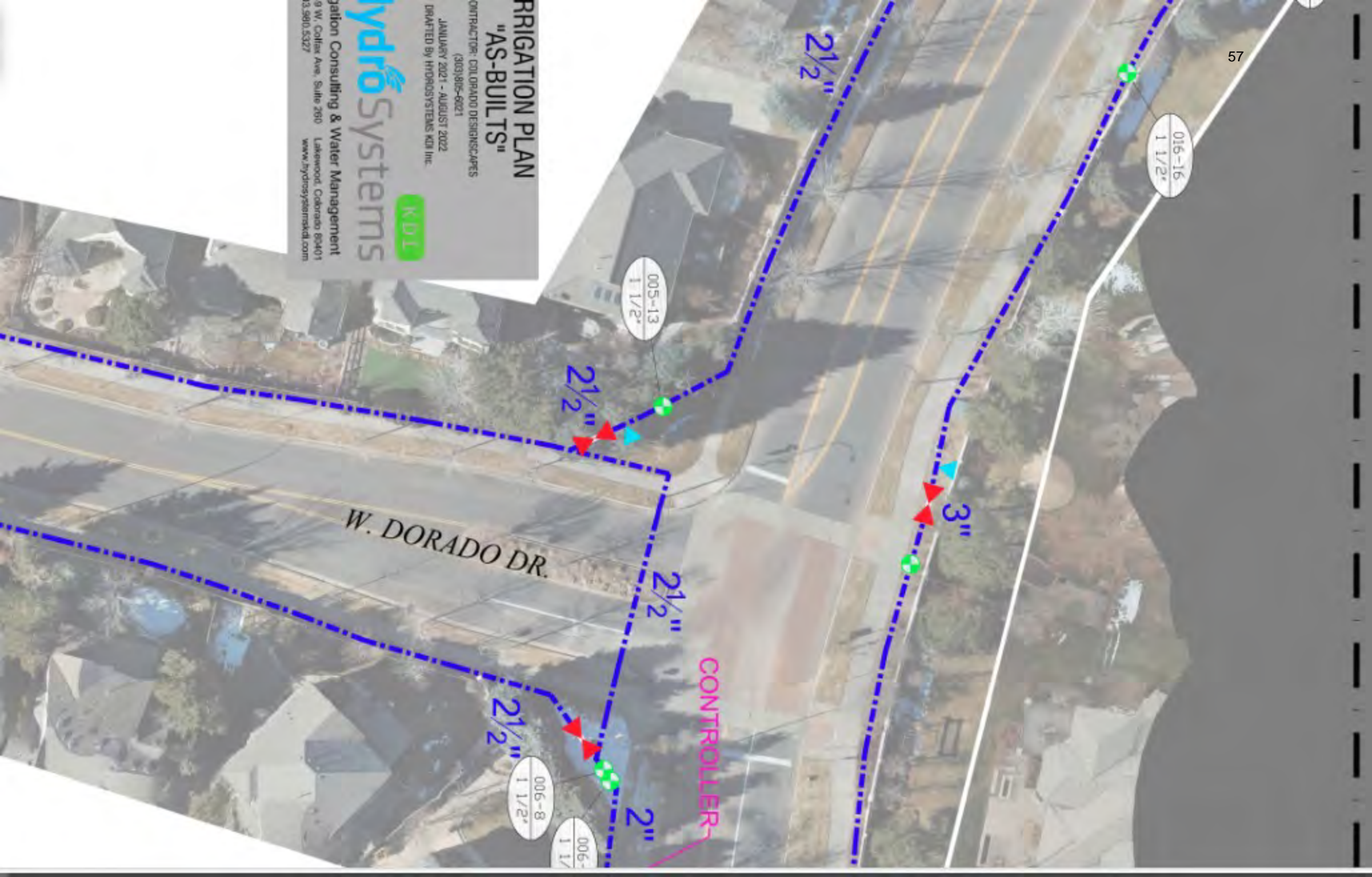
JANUARY 2021 - AUGUST 2022

DRAFTED BY HYDROS SYSTEMS KDI Inc.



Hydro Systems

Consulting & Water Management
Lakewood, Colorado 80401
www.hydrosystemsksd.com
13.980.5327





Project: Grant Ranch HOA Mulch Replacement

RE: Grant Ranch HOA

Prepare by: Johnny Jimenez

Date Issued: 1/23/2024

ESTIMATE

Install New Fabric And Mulch From Dorado Drive Nearest Village Center to Home Depot Entrance

QTY	UNIT	DESCRIPTION	COST	AMOUNT
165	CY	Cascade Cedar "Gorilla Hair" Installed	\$190.00	\$31,350.00
15000	S.F	Typar (Weed Fabric) Installed	\$0.70	\$10,500.00
2	EA	Pins for Fabric	\$200.00	\$400.00
2	D.F	Delivery Fee's	\$125.00	\$250.00
		Total		\$42,500.00

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

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



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

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Client	Service Location	1/23/2024
CLIFTON ALLEN LARSON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1706052339 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Removal		\$840.00		\$840.00
Cut off to as low a stump as possible - 1 mostly dead Spruce tree NE corner of GRB and entrance to Blue Heron Park along the wall. Haul off all wood and debris.				
<input type="checkbox"/> Stump Grinding		\$420.00		\$420.00
Stump grind out the above Spruce stump below grade. Hole is backfilled with the resulting woody debris.				
<input type="checkbox"/> Mycorrhizae/BioPak Application	February	\$220.00		\$220.00
Deep root fertilize with Mycorrhizae and BioPak - 4 Spruce trees West side of parking in Blue Heron Park and 4 other Spruce trees NE corner of GRB and entrance to Blue Heron park along the wall. (Feb)				
<input type="checkbox"/> Special Treatment	March	\$220.00		\$220.00
Quartely soil application/deep root treatment with the curative rate of "Essential" for the following trees- 4 Spruce trees West side of parking in Blue Heron Park and 4 other Spruce trees NE corner of GRB and entrance to Blue Heron park along the wall. (March)				
<input type="checkbox"/> Special Treatment	June	\$220.00		\$220.00
Quartely soil application/deep root treatment with the curative rate of "Essential" for the following trees- 4 Spruce trees West side of parking in Blue Heron Park and 4 other Spruce trees NE corner of GRB and entrance to Blue Heron park along the wall. (June)				
<input type="checkbox"/> Special Treatment	September	\$220.00		\$220.00
Quartely soil application/deep root treatment with the curative rate of "Essential" for the following trees- 4 Spruce trees West side of parking in Blue Heron Park and 4 other Spruce trees NE corner of GRB and entrance to Blue Heron park along the wall. (Sept)				
<input type="checkbox"/> Special Treatment	December	\$220.00		\$220.00
Quartely soil application/deep root treatment with the curative rate of "Essential" for the following trees- 4 Spruce trees West side of parking in Blue Heron Park and 4 other Spruce trees NE corner of GRB and entrance to Blue Heron park along the wall. (Dec)				

Yes, please schedule the services marked above.

Commercial Applicators are licensed by the Colorado Department of Agriculture



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

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Client	Service Location	Date
CLIFTON ALLEN LARSON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	1/23/2024 Proposal #: 20005890-1706052339 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

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

Derek Fox

Derek Fox
Cert TreeCare Safety Prof 02769

Authorization

Date

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

Tree Care

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

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

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

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

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

Tree and Shrub Fertilization/SoilCare

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

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

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

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

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

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

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

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

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

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

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

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

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

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

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

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

Sunset Park Playground

Refined Concept Presentation

February 2024

Sunset Park Playground

Concept 2: Medium level of investment

Design Features

- Retain some play elements in their existing locations, while moving others & supplementing with new elements to create an enhanced play experience
- Enhance the northern area of the playground with a cantilevered tire swing, 2-5 friendly spinner, seesaw, & springers with a focus on motion
- Establish a sensory focused role play area in the southern portion of the playground with relocated play house, relocated drums, added chimes, tunnel, discovery theme element & steppers
- Create a playable connection between the north and south playground areas with a boulder scramble
- Regrade path intersection at the southern play area and establish a concrete seatwall to direct potential water flows to adjacent swale
- Improve circulation to the park pavilion and around the playground areas



PLAYGROUND CONCEPT

LEGEND

1. SWING
2. SEESAW
3. SPRINGER
4. SPINNER
5. SCRAMBLE/STEPS
6. MAIN PLAY STRUCTURE (RETAINED)
7. ROCK CLIMBER (RELOCATED)
8. SOLO-SPINNER (RETAINED)
9. STEPPERS
10. TUNNEL
11. PLAY HOUSE (RELOCATED)
12. BONGOS (RELOCATED)
13. CHIMES



PLAYGROUND THEME 1

Traditional: Build From The Current Character

RETAINED
ELEMENTS



MAIN PLAY STRUCTURE



ROCK CLIMBER



SOLO-SPINNER



PLAY HOUSE

NEW
ELEMENTS



SEESAW



SPINNER



SPRINGER



SWING



CONNECTING ELEMENT



STEPPERS



CHIMES



TUNNEL

PLAYGROUND THEME 2

Naturalistic: Inspired By Nature

RETAINED ELEMENTS



MAIN PLAY STRUCTURE



ROCK CLIMBER



SOLO-SPINNER



PLAY HOUSE

NEW ELEMENTS



SEESAW



SPINNER



SPRINGER



SWING



STEEPERS



STEEPERS



CONNECTING ELEMENT



TUNNEL

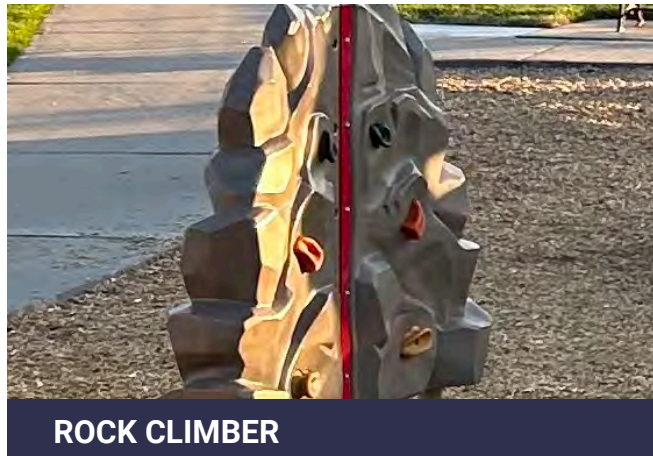
PLAYGROUND THEME 3

Whimsical Woodland: A Playful Composition of Nature & Imagination

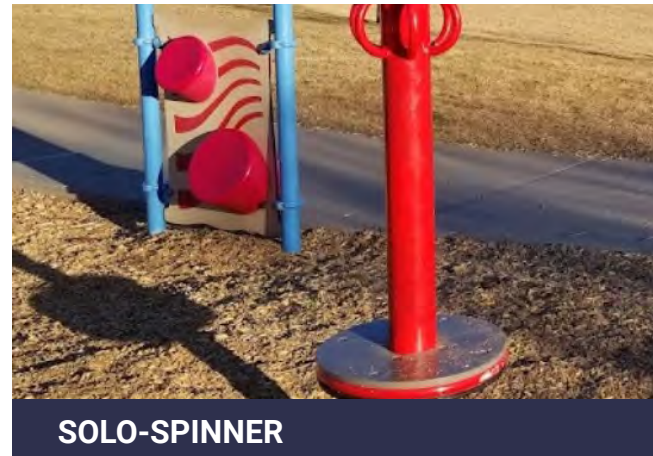
RETAINED
ELEMENTS



MAIN PLAY STRUCTURE



ROCK CLIMBER



SOLO-SPINNER



PLAY HOUSE

NEW
ELEMENTS



SEESAW



SPINNER



SPRINGER



SWING



CONNECTING ELEMENT



STEEPERS



CHIMES



TUNNEL

Bowles Metro District
Prior Claims
January 3, 2024 - February 6, 2024

Date	Vendor	Amount
1/3/2024	Rocky Mountain Pump & Controls LLC	\$ 325.00
1/3/2024	EcoResource Solutions Inc.	461.50
1/3/2024	Icenogle Seaver Pogue	2,457.00
1/3/2024	Designscapes Colorado	1,365.00
1/3/2024	Designscapes Colorado	1,177.00
1/3/2024	Designscapes Colorado	2,057.00
1/3/2024	Designscapes Colorado	540.50
1/3/2024	Designscapes Colorado	23,639.25
1/3/2024	UNCC	113.52
1/3/2024	Wastewater Management Division	68.78
1/3/2024	Wastewater Management Division	14.50
1/3/2024	Wastewater Management Division	190.93
1/3/2024	Wastewater Management Division	322.28
1/3/2024	Wastewater Management Division	16.13
1/3/2024	Wastewater Management Division	12.89
1/3/2024	Wastewater Management Division	74.04
1/3/2024	Wastewater Management Division	210.80
1/3/2024	Wastewater Management Division	28.50
1/3/2024	Wastewater Management Division	12.89
1/3/2024	Wastewater Management Division	12.89
1/3/2024	Wastewater Management Division	43.44
1/3/2024	Wastewater Management Division	205.62
1/3/2024	Wastewater Management Division	12.89
1/3/2024	Wastewater Management Division	38.93
1/3/2024	Wastewater Management Division	173.42
1/3/2024	Dependable Portable Restrooms	525.00
1/3/2024	Mulhern MRE Inc	300.00
1/3/2024	Foothills Park & Recreation	860.57
1/5/2024	Dependable Portable Restrooms	525.00
1/9/2024	Tim LaPan	100.00
1/9/2024	Donald Korte	100.00
1/9/2024	Linda Lutz-Ryan	100.00
1/9/2024	Alan Lee	100.00
1/9/2024	Paul Lefever	100.00
1/17/2024	Designscapes Colorado	35,059.00
1/17/2024	Designscapes Colorado	21,990.00
1/17/2024	UNCC	89.01
1/17/2024	Flatirons Inc.	13,360.00
1/24/2024	Xcel Energy	99.32
1/24/2024	Xcel Energy	54.74
1/26/2024	Xcel Energy	599.72
1/30/2024	Icenogle Seaver Pogue	579.00
1/30/2024	The JW Bowles Reservoir Company	57,400.00
1/30/2024	Colorado Special Districts Property and Liability Pool	25,512.00
1/30/2024	Colorado Special Districts Property and Liability Pool	450.00
1/30/2024	Dependable Portable Restrooms	525.00
1/30/2024	CliftonLarsonAllen LLP	8,894.75
1/30/2024	Mulhern MRE Inc	878.00
1/30/2024	Foothills Park & Recreation	1,027.29
Total		\$ 202,803.10

Bowles Metropolitan District
Balance Sheet - Governmental Funds
December 31, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
First Bank	\$ 61,894.96	\$ -	\$ -	\$ 61,894.96
Colotrust	1,941,557.88	138,760.98	-	2,080,318.86
Accounts Receivable	9.60	-	-	9.60
Receivable from County Treasurer	12,950.36	880.21	-	13,830.57
Property Tax Receivable	1,568,811.00	1,893,965.00	-	3,462,776.00
CTF Receivable	10,321.68	-	-	10,321.68
Total Assets	<u><u>\$ 3,595,545.48</u></u>	<u><u>\$ 2,033,606.19</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 5,629,151.67</u></u>
Liabilities				
Accounts Payable	\$ 140,969.02	\$ -	\$ -	\$ 140,969.02
Deferred Property Tax	1,568,811.00	1,893,965.00	-	3,462,776.00
Total Liabilities	<u><u>1,709,780.02</u></u>	<u><u>1,893,965.00</u></u>	<u><u>-</u></u>	<u><u>3,603,745.02</u></u>
Fund Balances	<u><u>1,885,765.46</u></u>	<u><u>139,641.19</u></u>	<u><u>-</u></u>	<u><u>2,025,406.65</u></u>
Liabilities and Fund Balances	<u><u>\$ 3,595,545.48</u></u>	<u><u>\$ 2,033,606.19</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 5,629,151.67</u></u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Bowles Metropolitan District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes - Denver	\$ 660,633.00	\$ 662,792.83	\$ (2,159.83)
Property taxes - Jeffco	657,477.00	657,351.36	125.64
Specific ownership taxes - Denver	111,705.00	82,743.43	28,961.57
Specific ownership taxes - Jeffco	111,200.00	103,854.29	7,345.71
Conservation Trust Fund proceeds	20,000.00	44,132.72	(24,132.72)
Interest income	2,000.00	112,022.96	(110,022.96)
Miscellaneous income	2,000.00	4,343.15	(2,343.15)
HOA Contribution	30,000.00	30,000.00	-
Sub HOA Contributions	4,000.00	-	4,000.00
Irrigation service fees	-	10,440.40	(10,440.40)
Total Revenue	<u>1,599,015.00</u>	<u>1,707,681.14</u>	<u>(108,666.14)</u>
Expenditures			
Accounting	30,000.00	77,400.82	(47,400.82)
Auditing	7,000.00	6,000.00	1,000.00
County Treasurer's fee	19,772.00	16,494.59	3,277.41
Directors' fees	6,000.00	5,600.00	400.00
Dues and membership	1,500.00	1,106.68	393.32
Insurance	15,000.00	20,093.00	(5,093.00)
District management	140,000.00	143,018.22	(3,018.22)
Legal	25,000.00	19,321.39	5,678.61
Miscellaneous	7,000.00	19,253.92	(12,253.92)
Monument Signs	15,000.00	2,182.60	12,817.40
Portable restrooms	15,000.00	8,025.00	6,975.00
Special events HOA	13,000.00	-	13,000.00
Banking fees	-	90.00	(90.00)
Payroll taxes	600.00	428.40	171.60
Election	50,000.00	4,762.50	45,237.50
Repairs and maintenance	70,000.00	221,978.85	(151,978.85)
Landscaping	435,000.00	525,327.05	(90,327.05)
General tree maint/replacement	155,000.00	198,967.01	(43,967.01)
Fence and sign maintenance	-	3,750.00	(3,750.00)
Intergovernmental expenditures	10,000.00	9,585.40	414.60
Snow removal	20,000.00	13,659.00	6,341.00
Telephone	3,000.00	1,539.08	1,460.92
Utilities	24,000.00	28,305.33	(4,305.33)
Storm drainage	55,000.00	13,490.54	41,509.46
Engineering	30,000.00	6,243.80	23,756.20
Water - non utilities	60,000.00	-	60,000.00
Water annual assessment	55,000.00	57,400.00	(2,400.00)
Contingency	1,524,708.00	-	1,524,708.00
Total Expenditures	<u>2,786,580.00</u>	<u>1,404,023.18</u>	<u>1,382,556.82</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,060,558.00)	(293,891.99)	(766,666.01)
Total Other Financing Sources (Uses)	<u>(1,060,558.00)</u>	<u>(293,891.99)</u>	<u>(766,666.01)</u>
Net Change in Fund Balances	(2,248,123.00)	9,765.97	(2,257,888.97)
Fund Balance - Beginning	2,248,123.00	1,875,999.49	372,123.51
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 1,885,765.46</u>	<u>\$ (1,885,765.46)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Bowles Metropolitan District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes - Denver	\$ 793,748.00	\$ 800,165.08	\$ (6,417.08)
Property taxes - Jeffco	797,557.00	793,595.80	3,961.20
Interest income	1,500.00	51,802.83	(50,302.83)
Total Revenue	<u>1,592,805.00</u>	<u>1,645,563.71</u>	<u>(52,758.71)</u>
Expenditures			
County Treasurer's fee	23,878.00	19,919.99	3,958.01
Legal	10,000.00	-	10,000.00
Paying agent fees	3,000.00	300.00	2,700.00
Bond interest	741,388.00	741,387.52	0.48
Bond principal	960,000.00	960,000.00	-
Total Expenditures	<u>1,738,266.00</u>	<u>1,721,607.51</u>	<u>16,658.49</u>
Other Financing Sources (Uses)			
Transfers from other funds	100,000.00	300.00	99,700.00
Total Other Financing Sources (Uses)	<u>100,000.00</u>	<u>300.00</u>	<u>99,700.00</u>
Net Change in Fund Balances	(45,461.00)	(75,743.80)	30,282.80
Fund Balance - Beginning	215,385.00	215,384.99	0.01
Fund Balance - Ending	<u>\$ 169,924.00</u>	<u>\$ 139,641.19</u>	<u>\$ 30,282.81</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Bowles Metropolitan District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures			
Landscaping	100,000.00	-	100,000.00
Fence and sign maintenance	75,000.00	58,417.00	16,583.00
Parks and recreation	200,000.00	11,469.00	188,531.00
Asphalt	140,000.00	-	140,000.00
Drainage	10,000.00	26,976.90	(16,976.90)
Sidewalks	25,000.00	195,655.79	(170,655.79)
Trees / Shrubs	115,000.00	-	115,000.00
Irrigation/Ditch improvements	126,000.00	-	126,000.00
Tree removal	8,000.00	-	8,000.00
Irrigation improvements	50,000.00	115,734.31	(65,734.31)
Contingency	235,279.00	-	235,279.00
Total Expenditures	<u>1,084,279.00</u>	<u>408,253.00</u>	<u>676,026.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	960,558.00	293,591.99	666,966.01
Total Other Financing Sources (Uses)	<u>960,558.00</u>	<u>293,591.99</u>	<u>666,966.01</u>
Net Change in Fund Balances	(123,721.00)	(114,661.01)	(9,059.99)
Fund Balance - Beginning	123,721.00	114,661.01	9,059.99
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

BOWLES METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2023
 Updated as of February 2, 2024

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>First Bank Checking Account</u>				
Balance as of 12/31/2023	\$ 61,894.96	\$ -	\$ -	\$ 61,894.96
Subsequent Activities:				-
1/2/2024 Xcel ACH	(99.32)	-	-	(99.32)
1/2/2024 Bill.com payables	(35,260.27)	-	-	(35,260.27)
1/3/2024 Transfer from ColoTrust	91,000.00	-	-	91,000.00
1/11/2024 ADP Wage Payment	(538.25)	-	-	(538.25)
1/12/2023 Deposit - CTF Q4	10,321.68	-	-	10,321.68
1/16/2024 Bill.com payables	(70,498.01)	-	-	(70,498.01)
1/24/2024 Xcel ACH	(154.06)	-	-	(154.06)
1/26/2024 Xcel ACH	(599.72)	-	-	(599.72)
1/26/2024 Transfer from ColoTrust	100,000.00	-	-	100,000.00
1/29/2024 Xcel ACH	(90.93)	-	-	(90.93)
1/30/2024 Bill.com payables	(95,266.04)	-	-	(95,266.04)
Anticipated Activities				
Anticipated Payables (Bill.com)	(565.00)	-	-	(565.00)
Anticipated Transfer from ColoTrust	(145.04)	-	-	(145.04)
Anticipated Balance	60,000.00	-	-	60,000.00
<u>ColoTrust - Savings Account</u>				
Balance as of 12/31/2023	1,941,557.88	138,760.98	-	2,080,318.86
Subsequent Activities:				
1/2/2024 Transfer to 1st Bank	(91,000.00)	-	-	(91,000.00)
1/26/2024 Transfer to 1st Bank	(100,000.00)	-	-	(100,000.00)
Anticipated Activities				
Anticipated Transfer to Checking	145.04	-	-	145.04
	-	-	-	-
Anticipated Balance	1,763,653.28	139,641.19	-	1,903,294.47
Total Anticipated Balances	\$ 1,823,653.28	\$ 139,641.19	\$ -	\$ 1,963,294.47

Yield information as of 12/31/2023

ColoTrust - 5.5601%

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAXES RECONCILIATION
2023**

	Current Year							% of Total Property	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Taxes Received	
								MONTHLY	Y-T-D
January	\$ 10,361.94	\$ 23,465.41	\$ 16,327.57	\$ 12.12	\$ (366.36)	\$ -	\$ 26,335.27	0.36%	0.36%
February	1,338,700.81	-	16,191.19	-	(17,204.81)	-	1,337,687.19	46.01%	46.01%
March	170,838.55	-	18,675.41	32.42	(1,984.89)	-	187,561.49	5.87%	52.24%
April	256,813.38	-	14,375.86	-	(3,337.65)	-	267,851.59	8.83%	61.07%
May	244,787.20	-	16,373.01	232.73	(3,102.27)	-	258,290.67	8.41%	69.48%
June	828,454.23	-	14,292.06	376.76	(9,920.12)	-	833,202.93	28.47%	97.96%
July	32,957.28	-	14,738.17	796.90	(416.68)	-	48,075.67	1.13%	99.09%
August	5,334.71	-	17,315.72	163.44	(58.33)	-	22,755.54	0.18%	99.27%
September	12.76	-	15,305.92	0.38	(0.13)	-	15,318.93	0.00%	99.27%
October	-	-	15,943.39	-	-	-	15,943.39	0.00%	99.27%
November	738.40	-	14,754.65	51.68	(7.90)	-	15,536.83	0.03%	99.30%
December	1,440.40	-	12,304.77	100.82	(15.42)	-	13,830.57	0.05%	99.35%
	\$ 2,890,439.66	\$ 23,465.41	\$ 186,597.72	\$ 1,767.25	\$ (36,414.56)	\$ -	\$ 3,042,390.07	99.35%	99.35%

	Taxes Levied	% of Levied	Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,318,110.00	45.30%	\$ 1,320,144.20	100.15%
Debt Service Fund	1,591,305.00	54.70%	1,593,760.87	100.15%
	\$ 2,909,415.00	100.00%	\$ 2,913,905.07	100.15%
Specific Ownership Tax				
General Fund	\$ 222,905.00	100.00%	\$ 186,597.72	83.71%
	\$ 222,905.00	100.00%	\$ 186,597.72	83.71%
Treasurer's Fees				
General Fund	\$ 19,772.00	45.30%	\$ 16,494.59	83.42%
Debt Service Fund	23,878.00	54.70%	19,919.97	83.42%
	\$ 43,650.00	100.00%	\$ 36,414.56	83.42%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted

**BOWLES METROPOLITAN DISTRICT
PROPERTY TAXES RECONCILIATION
2023**

Denver County

	Current Year								% of Total Property Taxes Received	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Monthly	Y-T-D	
January	\$ 4,767.91	\$ 23,465.41	\$ 7,113.64	\$ 12.12	\$ (282.45)	\$ -	\$ 35,076.63	1.94%	1.94%	
February	575,144.30	-	7,494.24	-	(5,751.46)	-	576,887.08	39.44%	41.38%	
March	115,609.96	-	9,560.24	24.87	(1,156.35)	-	124,038.72	7.93%	49.31%	
April	102,912.46	-	6,857.63	-	(1,029.14)	-	108,740.95	7.06%	56.36%	
May	114,520.16	-	7,101.67	81.37	(1,145.99)	-	120,557.21	7.85%	64.22%	
June	502,132.09	-	6,016.66	343.78	(5,024.79)	-	503,467.74	34.44%	98.65%	
July	17,534.89	-	6,291.47	393.61	(179.29)	-	24,040.68	1.20%	99.86%	
August	4,679.17	-	7,368.75	150.33	(48.30)	-	12,149.95	0.32%	100.18%	
September	12.76	-	6,776.34	0.38	(0.13)	-	6,789.35	0.00%	100.18%	
October	-	-	6,706.31	-	-	-	6,706.31	0.00%	100.18%	
November	738.40	-	5,588.09	51.68	(7.90)	-	6,370.27	0.05%	100.23%	
December	1,440.40	-	5,868.39	100.82	(15.42)	-	7,394.19	0.10%	100.33%	
Total	\$ 1,439,492.50	\$ 23,465.41	\$ 82,743.43	\$ 1,158.96	\$ (14,641.22)	\$ -	\$ 1,532,219.08	100.33%	100.33%	

	<u>Assessed Value</u>	<u>Mills Levied</u>
General Fund	\$36,454,750	18.122
Debt Service Fund	\$36,454,750	21.878

Jefferson County

	Current Year								% of Total Property Taxes Received	
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due (to) / from County	Total Amount Received	Monthly	Y-T-D	
January	\$ 5,594.03	\$ -	\$ 9,213.93	\$ -	\$ (83.91)	\$ -	\$ 14,724.05	0.39%	0.39%	
February	763,556.51	-	8,696.95	-	(11,453.35)	-	760,800.11	52.36%	52.75%	
March	55,228.59	-	9,115.17	7.55	(828.54)	-	63,522.77	3.79%	56.54%	
April	153,900.92	-	7,518.23	-	(2,308.51)	-	159,110.64	10.55%	67.09%	
May	130,267.04	-	9,271.34	151.36	(1,956.28)	-	137,733.46	8.93%	76.02%	
June	326,322.14	-	8,275.40	32.98	(4,895.33)	-	329,735.19	22.38%	98.40%	
July	15,422.39	-	8,446.70	403.29	(237.39)	-	24,034.99	1.06%	99.46%	
August	655.54	-	9,946.97	13.11	(10.03)	-	10,605.59	0.04%	99.51%	
September	-	-	8,529.58	-	-	-	8,529.58	0.00%	99.51%	
October	-	-	9,237.08	-	-	-	9,237.08	0.00%	99.51%	
November	-	-	9,166.56	-	-	-	9,166.56	0.00%	99.51%	
December	-	-	6,436.38	-	-	-	6,436.38	0.00%	99.51%	
Total	\$ 1,450,947.16	\$ -	\$ 103,854.29	\$ 608.29	\$ (21,773.34)	\$ -	\$ 1,533,636.40	99.51%	99.51%	

	<u>Assessed Value</u>	<u>Mills Levied</u>
General Fund	\$36,280,629	18.122
Debt Service Fund	\$36,280,629	21.878

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted

**SCHILLING & COMPANY, INC.***Certified Public Accountants*P.O. Box 631579
HIGHLANDS RANCH, CO 80163PHONE: 720.348.1086
FAX: 720.348.2920

January 10, 2023

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

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Bowles Metropolitan District (District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI, if presented, in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as listed in the table of contents of the basic financial statements, is required by generally accepted accounting principles in the United States of America (GAAP) and will be subjected to certain limited procedures but will not be audited, if presented.

We have also been engaged to report on supplementary information, if presented, other than RSI that accompanies the District's financial statements. We will subject the supplementary information, as listed in the table of contents of the basic financial statements, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the other information, if presented, as listed in the table of contents of the basic financial statements, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant those emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional

disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We understand that the District's accountants will prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At this time we do not anticipate performing any nonattest services. However, if during our audit it is determined that nonattest services are needed, we will communicate those services with you or your designee.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them, if applicable.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with GAAP, if presented. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, long-term obligations or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Schilling & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators and their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schilling & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or its designee. The regulators or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$6,200 unless matters arise as discussed below. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-

pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate of \$200.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements which may also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express our opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Bowles Metropolitan District.

Board Member Signature: 

Title: President

Date: 1/30/2024

Certificate Of Completion

Envelope Id: CF73D7F1497243689B8DE0EE0C2FACDE	Status: Completed
Subject: Complete with DocuSign: BMD - 2023 Audit Engagement Letter.pdf	
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Client Number: A515731	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
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Envelopeld Stamping: Enabled	Natalie Herschberg
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Natalie.Herschberg@claconnect.com
	IP Address: 73.153.120.72

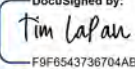
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tim.lapan@denverwater.org
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise CliftonLarsonAllen LLP of your new email address

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.