

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032
Website: <https://southlandsmd1.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2022/May 2022
Joyce Rocha	Secretary	2023/May 2023
April Elliott	Treasurer	2022/May 2022
<i>VACANT</i>		2023/May 2022
<i>VACANT</i>		2022/May 2022

DATE: October 26, 2021
TIME: 9:30 a.m.
PLACE: Southlands Shopping Center
Management Office
6155 South Main Street, Suite 260
Aurora, Colorado 80016

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of Independent Contractor Agreement between the District and Integrated Wall Solutions for the retaining wall repair work (enclosure).
- Ratify approval of Independent Contractor Agreement between the District SavATree for holiday lighting, in the amount of \$87,089 (enclosure).

- Ratify approval of Independent Contractor Agreement between the District and Vista Marketing Lighting LLC d/b/a Full Spectrum lighting, Inc. for Lighting Services (enclosure).
 - Ratify approval of proposal from Lumin8 Transportation Technologies for the modifications at the Southlands Parkway intersection (enclosure).
-

IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosure):

Fund	Period Ending Sept. 30, 2021
General	\$ 294,615.43
Debt Service	\$ -0-
Capital Projects	\$ 378.00
Total Claims	\$ 294,993.43

- B. Budget Work Session (enclosed – draft 2022 budget).
-

V. LEGAL MATTERS

- A. _____

VI. OPERATIONS AND MAINTENANCE

- A. Discuss status of the Special Events Permit from M&J Wilkow.
-

- B. Maintenance Report (M & J Wilkow):
-

1. Discuss status of asphalt repair work.
-

- C. Maintenance Report (SDMS):
-

1. Discuss 2022 Tree Care:
-

- a. Review bids for the 2022 Tree Care (enclosure).
-

- b. Award contract for the 2022 Tree Care.
-

D. Discuss 2021-2022 Snow Removal Services:

- 1. Discuss purchasing ice melt or deicer.
-

E. Metco Landscape, LLC:

- 1. Discuss dead trees, warranty issues and test results.
-

F. Review and consider approval of proposals from Keesen Landscape for landscaping at the Main Street sign (enclosures).

VII. CAPITAL IMPROVEMENTS

- A. _____

VIII. OTHER MATTERS

- A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 16, 2021 – BUDGET HEARING.**

**INDEPENDENT CONTRACTOR AGREEMENT
(RETAINING WALL REPAIR SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 14th day of October, 2021, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and INTEGRATED WALL SOLUTIONS, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof] and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof; or (ii) completion of the Services.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the District for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the District has made lawful appropriations to cover the costs of the additional work.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within Exhibit F to “Owners” shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 12 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile

liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to 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, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under

this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Southlands Metropolitan District No. 1 c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Attention: Ann Finn Phone: (303) 987-0835 Email: afinn@sdmsi.com
-----------	--

With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000
-----------------	--

Centennial, CO 80122
Attention: Clint C. Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Integrated Wall Solutions, LLC
1150 W. Littleton Blvd, Suite 100
Littleton, CO 80120
Attention: Matt Davis
Phone: (303) 656-8017
Email: mdavis@integratedwallsolutions

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

26. 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 in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

35. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

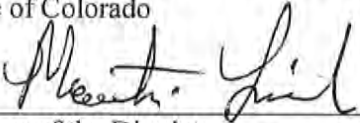
36. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado



Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Retaining Wall Repair
Services with Integrated Wall Solutions, LLC, dated October 14, 2021*

CONTRACTOR:
INTEGRATED WALL SOLUTIONS, LLC, a
Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____, as the _____ of Integrated Wall Solutions,
LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Southlands Metropolitan District No.1
Scope of Work for Existing Smoky Hill Road
Retaining Wall Repair

September 2, 2021

- A. Contractor Requirements**
 - A. The Contractor shall have a minimum of three (3) years' experience with retaining wall installation and/or repair on commercial properties.
 - B. The Contractor will provide three (3) commercial references.
- B. Invoice Details**
 - A. All invoices are subject for approval by a Southlands Metropolitan District No.1 Representative.
- C. Scope of Work** the Scope of Work outlined below will be applicable to and an explicit part of any contract awarded as a result of this RFP.
 - A. General Contractor Requirement**
 - I. Contractor shall provide all management, tools, supplies, equipment, and labor necessary to ensure that the retaining wall repairs are performed at Southlands Metropolitan District No.1 in a manner that will maintain a satisfactory and safe environment. Contractor shall take all reasonable precautions required to protect landscape areas and property from equipment damage.
 - II. Contractor shall provide a list of the equipment that will be used on site.
 - B. Based on the structure of existing retaining wall and the current conditions of wall distresses, the recommended wall repair should include the followings:**
 - I. Remove blocks, debris, and existing steel wall tie straps to at least 3 feet (2-block width) beyond either side of the currently damaged areas to ensure that the facing blocks and wall ties to remain are in good condition.
 - II. Recompact the wall subgrade and restore the leveling pad, if it is disturbed.
 - III. Check the levelness of the bottom course of blocks and make adjustments as necessary.
 - IV. Restack segmental blocks to the original wall alignment and elevations with block connectors. The original blocks and connectors that were not damaged or cracked may be reused. Minor damaged block corners smaller than 1/2 inches on each side would be acceptable for reuse.
 - V. Place flowfill within, between, and fully behind blocks up to the underdrain pipe elevation. The top of flowfill should be graded to a continuous longitudinal slope to the low point and transversely sloping to the wall face.
 - VI. Place underdrain pipe on top of the flowfill at a continuous slope and connect to the discharge pipe located at the low point. A typical wall drain detail is presented in Figure 1.
 - VII. Connect the blocks to shotcrete face using 1-inch 20-gauge galvanized steel wall ties. The wall tie should vertically loop through block cell, be bent 90 degrees at the top and bottom of block to fit well to the back of

- block cell, run straight in level from the block to shotcrete face, and fasten both ends of the wall tie on shotcrete face with 1.5-inch HILTI DS 37 P10 pins or DeWalt 8mm Head Drive Pins (50224). The pins that do not achieve a full penetration should be abandoned and replaced. Wall ties should be installed at every other course of blocks and at an 18-inch horizontal spacing. A typical connection detail is presented in Figure 2.
- VIII. Backfill block cells and the space between blocks and shotcrete above flowfill with colloidal concrete in 2-foot lifts.
 - IX. Place a layer of filter fabric (Mirafi 140N or equivalent) at the top of colloidal concrete.
 - X. Reset wall caps using industrial concrete adhesive.
 - XI. Finish the grades at the top of the wall with appropriate slopes.
 - XII. Raise the finish grades at the bottom of the wall to a minimum 10% slope or up to the bottom of the discharge pipe, and continuously sloping from the wall face to the back of curb.
- C. If the actual conditions encountered during construction differ from those described in this report, Robert Graham should be immediately contacted.
 - D. GROUND should be periodically scheduled by the contractor to perform observations during construction.

**Southlands Metro District No. 1
Retaining Wall Repair**

Proposal Submission Deadline: September 17, 2021

Proposal Submitted by: _____

CONTRACT SERVICES

Integrated Wall Solutions
1150 W. Littleton Blvd
Littleton, Co. 80120
Matt Davis - 303-656-8017
mdavis@integratedwallsolutions.com

ACTIVITY

UNIT PRICE

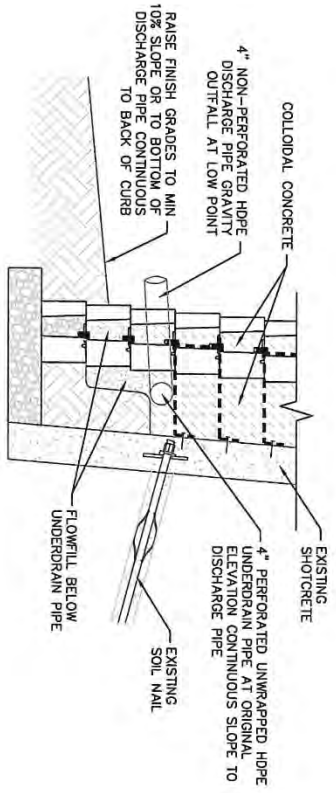
I Remove blocks, debris, and existing steel wall tie straps to at least 3 feet (2-block width beyond either side of the currently damaged areas to ensure that the facing blocks and wall ties to remain are in good condition.	\$ <u>2,153.29</u>
II Recompact the wall subgrade and restore the leveling pad, if it is disturbed.	\$ <u>1,950.76</u>
III Check the levelness of the bottom course of blocks and make adjustments as necessary.	\$ <u>1,336.42</u>
IV Restack segmental blocks to the original wall alignment and elevations with block connectors.	\$ <u>8,840.00</u>
V Place flowfill within, between, and fully behind blocks up to the underdrain pipe elevation	\$ <u>1,756.10</u>
VI Place underdrain pipe on top of the flowfill at a continuous slope and connect to the located at the low point.	\$ <u>510.00</u>
VII Connect the blocks to shotcrete face using 1-inch 20-gauge galvanized steel wall ties	\$ <u>3,016.15</u>
VIII Backfill block cells and the space between blocks and shotcrete above flowfill with colloidal concrete in 2-foot lifts	\$ <u>18,615.37</u>
IX Place a layer of filter fabric (Mirafi 140N or equivalent) at the top of colloidal concrete	\$ <u>425.96</u>
X Reset wall caps using industrial concrete adhesive.	\$ <u>536.42</u>
XI Finish the grades at the top of the wall with appropriate slopes.	\$ <u>1,226.32</u>
XII Raise the finish grades at the bottom of the wall to a minimum 10% slope or up to the bottom of the discharge pipe, and continuously sloping from the wall face to the back of curb.	\$ <u>925.87</u>

Special Considerations:
Shortage of block and caps for repair. There will be addition cost if more blocks or caps are needed. Blocks will be \$9.50 and Caps 5.75 each.

Inclusions:
Site visits from Ground Engineering.
Labor and Equipment for scope of work.
1- mobilization.
Taxes.

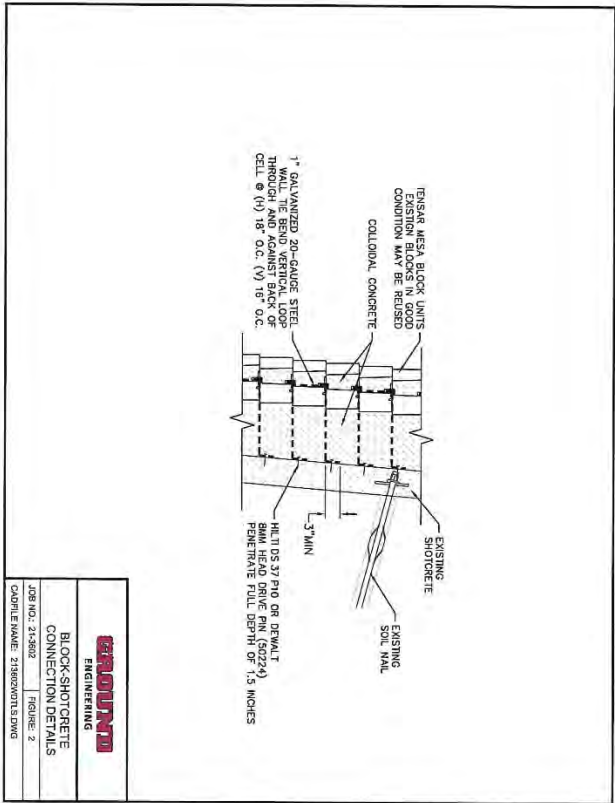
Exclusions:
Landscaping materials, Grass, rocks, trees or shrubs.
Sprinkler repair
Permit fees
Survey
Handrails, guardrails, fencing
PE stamped engineered drawings
Parking lot control, blocking off areas for construction.
Towing of any vehicles in construction zone.

TOTAL CONTRACT PRICE \$ 41,292.66



- NOTES:
1. FLOWFILL SHALL CONFORM TO CDOT SECTION 206.02 AND THE FOLLOWING PHYSICAL PROPERTIES:
 SLUMP 7 - 10 INCHES
 MIN 28-DAY COMPRESSIVE STRENGTH 75 PSI
 2. COLLOIDAL CONCRETE SHALL HAVE THE FOLLOWING PHYSICAL PROPERTIES:
 SLUMP 1 - 2 INCHES
 AIR CONTENT 12 - 19 PERCENT
 MIN 28-DAY COMPRESSIVE STRENGTH 1,500 PSI
 3. CONTACT RICK LUCERO AT 303-437-3777 OR RICKLUCERO@MSN.COM FOR AUTHORIZED COLLOIDAL CONCRETE SUPPLIERS.

GROUND ENGINEERING	
WALL UNDERDRAIN DETAILS	
JOB NO.: 21-3802	FIGURE: 1
CADFILE NAME: 213802WDTLS.DWG	



BRAND
ENGINEERING

BLOCK SHOTCRETE
CONNECTION DETAILS

JOB NO. 242982 | FIGURE 2

COMPILE NAME: 218020713.DWG

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Integrated Wall Solutions, LLC

is a

Limited Liability Company

formed or registered on 05/08/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171352177 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/12/2021 that have been posted, and by documents delivered to this office electronically through 10/13/2021 @ 15:41:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/13/2021 @ 15:41:03 in accordance with applicable law. This certificate is assigned Confirmation Number 13508113 .



Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES.
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No sign shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any sign so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Overized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not turn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No hand-written signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early in the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.



Holiday Décor Proposal

Southlands Mall

Submitted by: Matthew Schovel



The Benefits of Using SavATree

Exceptional Service

- Your total and complete satisfaction is guaranteed
- General maintenance, take-down, and storage are all included
- Displays are customized to your property
- Our replacement program ensures aesthetic quality
- Variety of colors and décor options are offered each year as we keep up with the latest trends and technology
- We proactively service decorations
- We use premium installation hardware
- You have options to build your program over time
- Our experienced Customer Care Representatives are on stand-by during normal business hours to answer any questions and address any concerns you may have.

Training & Credentials:

- Unlike many décor companies, we are properly insured.
- Our expert installers are highly trained and certified.
- Over 10 years of décor experience.
- We have an extensive portfolio of work we've completed and an endless list of residential and commercial referrals.

Quality:

- Only premier products are used
- Outdoor UL approved extension cords
- Bulb life is above industry average



The Benefits of LED Lighting Over Incandescent



- LED lighting consumes approximately 85-90% less power than incandescent lighting, allowing for significant *savings in energy costs*.
- LEDs are less likely to cause an overload and trip your circuits.
- LED lighting requires *less maintenance*.
- Made of poly-plastic, LED lights are nearly *indestructible*, and the bulbs reduce the incidence of broken glass.
- *Bulbs stay illuminated* even if one bulb stops working.
- LED lights produce *little to no heat* unlike standard incandescent bulbs.
- LED lighting allows more lights on a single power source than incandescent bulbs, which provides *more options when designing* your display.
- No need to contact an electrician to add more power



Southlands Mall
Attn: Joyce Rocha
6155 S Main, Aurora, CO
jirocha@wilkow.com

Re: Southlands Mall (AK) 2094655-Holiday Décor Proposal 2021

Holiday Décor

We want the opportunity to earn back your business for the upcoming Holiday Décor Season 2021-2022. SavATree takes great pride in every property it services, with the utmost attention to quality and detail. Our team is comprised of dedicated, passionate, and highly trained professionals.

We look forward to another year of Holiday Décor Season and hopefully we can bring some Holiday Cheer!

Holiday Decor Lighting:

Canopy Wrap with Large LED Bulbs - Small Trees \$29,686.00

Service Details: All trees large along street and within Plaza. Proposal includes Spruce tree in NE corner of Plaza. Proposal includes trees designated on map along 3 entrances from Aurora Pkwy along Orchard Road, Commons Ave and Southlands Pkwy. Pine trees behind 3 Monuments are included. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Warm White bulbs. Red & Green

Canopy Wrap with Large LED Bulbs - Small Trees \$6,964.00

Service Details: Option: Additional trees along street on outside of plaza on east and west sides. Warm White bulbs. Warm White

Canopy Wrap with LED Mini Lights - Small Trees \$33,170.00

Service Details: All trees along street and within Plaza. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Warm White bulbs. Warm White

Trunk Wrap with LED Mini Lights - Small Trees \$13,671.00

Service Details: All trees along street and within Plaza. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Red bulbs. Red

Trunk Wrap with LED Mini Lights - Small Trees \$996.00

Service Details: Option: Additional trees along street on outside of plaza on east and west sides. Red bulbs. Red

Decor Daytime Installation:

Wreath - 48 inch Warm White LED with bow 1st Story \$2,602.00

Service Details: Monument signs at entry points. Locations are designated on map provided. Wreathes are lit and include large red bows.

Total for 6 services \$87,089.00

Customer:	
Contact:	
Phone:	
The earliest your lights can be put up?	
The latest your lights need to be completed?	
When would you like any wreaths or garland installed by (if applicable):	
Date lights should be turned on:	
Date lights should be turned off:	
Takedown start date:	
Takedown completion:	
Other specific instructions:	

Total for 2021 Holiday Décor \$87,089.00

Presented By Your Decor Consultant Matthew Schovel

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Southlands Mall AK 2094655

Authorized By: _____ Date: _____

TERMS AND CONDITIONS FOR HOLIDAY DECOR SERVICES

SavATree, LLC d/b/a SavATree, Swingle Lawn, Tree and Landscape Care, and Mountain High Tree Service collectively referred to as "SavATree". We guarantee the quality of our decorations and workmanship for a period of one season (Oct.-Jan.). Should you have any problems with the display, we want to correct them as soon as possible, so please advise us promptly of any issues. We recommend that you test the lights for several hours for the first five evenings to assure that the lighting program is functioning properly. This will allow us to make corrections and bulb replacements as soon as possible in order to maximize the enjoyment of your decorations. Repairs needed due to theft, vandalism, neglect, extraordinary weather conditions, animals, or acts of nature, are not warranted and will be billed accordingly. We are not responsible for any items that you add to our installed power sources or extension cords. Power failure or damage to lights may occur as a result. We cannot install any customer-owned items that are not listed on your holiday decorating estimate, proposal and/or services agreement. Contact us before installation for any items you are planning to add to the decor program. If customer owned items are added to the display and issues arise concerning the power supplied, then all service visits to address these issues will be billable and shall be invoiced in Colorado at \$95.00 per employee per hour or \$237 per employee per hour if use of a bucket lift truck is necessary, or in Illinois at \$100.00 per employee per hour or \$250.00 per employee per hour if use of a bucket lift truck is necessary, in Minnesota at \$95.00 per employee per hour or \$142.00 per employee per hour if use of a bucket lift truck is necessary, in Michigan at \$104.00 per employee per hour or \$156.00 per employee per hour if a bucket truck is necessary. Some residential or business displays may not be accessible with a bucket lift truck; in this case the last option would be to cancel those portions of the installation where access is not possible. Power failure or tripping of GFI circuits that occur as a result of inclement weather are not the responsibility of SavATree. We will perform required service calls to solve these issues, but we cannot be held liable for damage that may occur as a result of acts of nature, and you agree not to bring any such claims against SavATree.

SERVICE POLICY

All of your decorations will be installed and/or reinstalled in working order. Billable service calls will be invoiced at the above stated rates. There is a one-hour minimum charge for all service calls. Materials required as a result of the service call will be billed in addition.

BILLING CONDITIONS/QUALITY OF SERVICE

In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed upon, are billed at the time of installation, at which time payment is due. SavATree guarantees the quality of all material and workmanship; however, any questions in regard to the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first. Additional charges may apply to future reinstallations for jobs not taken down by SavATree.

CONTINUING SERVICE DECORATION REPLACEMENT AND REPAIR POLICY (CONTINUING SERVICE DECOR)

Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and takedown charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill materials and labor at the appropriate rates. Any additional items requested at the time of service will also be invoiced accordingly.

LEASE AGREEMENT

All materials, supplies, decorations and lights are owned by SavATree during both the lease term and at the completion of the lease term. SavATree and/ or the client have the right to accept or reject an extension of this agreement at the end of the lease term, upon newly agreed upon terms and conditions. Cancellation fees for any part of a lease agreement will be for 50% of the balance of the value of the contract and due and payable within 30 days of cancellation. For multiple year lease agreements, please see separate lease contract.

SEASONAL LIGHTING

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. SavATree can only warranty seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continuously.

PHOTOS

Please note, that unless otherwise agreed upon, SavATree reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet, or postcards, and you're engaging our services constitutes permission for such use by SavATree. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

OFFICE HOURS

SavATree office hours during the Christmas season are from 7:00 a.m. to 4:30 p.m. Monday-Friday. Service call requests received after 4:30 p.m. or over the weekend will be addressed on the following business day. SavATree is closed on Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, and New Year's Day. Extreme weather events may cause office hours to be restricted further.

TERMS OF PAYMENT

The total cost estimates within this agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit may be required prior to the commencement of work. A finance charge at the maximum interest rate allowed by applicable state law will be added to invoices after 30 days. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this estimate, proposal, and/or services agreement per your local and state tax jurisdiction. Should any terms of this agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof.

LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES

Customer is responsible for supplying all electrical power sources and paying electric bills. If a requested item becomes unavailable, SavATree reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the item(s) off of the installation and invoice. Residential clients will be under a continuing service agreement, meaning that yearly decor services are authorized, unless SavATree is notified otherwise. Seller warranties title, and that all services and goods sold by SavATree for Decor Services, hereunder conform to the label description. There is no other warranty or responsibility of any kind, expressed or implied, concerning the goods or services, including no implied warranty of merchantability or fitness of the goods or service for any particular purpose, and no such warranties shall be implied by law. No liability, hereunder, shall be asserted unless any loss, damage, injury, or other claim is reported to SavATree in writing within thirty days after discovery, and failure to give notice of any claim within such period shall constitute an absolute and unconditional waiver of such claim. The exclusive remedy against SavATree for any cause of action is a claim for damages and in no event shall damages or any of the recovery of any kind against SavATree exceed the price of the specific good or services, which caused the alleged loss, damage, injury, or other claim. SavATree shall not be liable and all claims against seller are waived, for special, direct, or consequential damages or expense, of any nature including, but not limited to loss of profits or income, crop or property loss or damage, labor charges and freight charges, whether based on SavATree's negligence breach of warranty strict liability in tort or any other cause of action.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement or the breach thereof, the work performed by SavATree for you, and/or any commission or omission by SavATree, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which SavATree performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

Customer Referral Program

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with a representative of SavATree, we will send you a thank you gift.

Your Satisfaction is Important

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right!

Rev. 9/25/19



Holiday Décor Proposal

Southlands Mall- The Power Center

Submitted by: Matthew Schovel



The Benefits of Using SavATree

Exceptional Service

- Your total and complete satisfaction is guaranteed
- General maintenance, take-down, and storage are all included
- Displays are customized to your property
- Our replacement program ensures aesthetic quality
- Variety of colors and décor options are offered each year as we keep up with the latest trends and technology
- We proactively service decorations
- We use premium installation hardware
- You have options to build your program over time
- Our experienced Customer Care Representatives are on stand-by during normal business hours to answer any questions and address any concerns you may have.

Training & Credentials:

- Unlike many décor companies, we are properly insured.
- Our expert installers are highly trained and certified.
- Over 10 years of décor experience.
- We have an extensive portfolio of work we've completed and an endless list of residential and commercial referrals.

Quality:

- Only premier products are used
- Outdoor UL approved extension cords
- Bulb life is above industry average



The Benefits of LED Lighting Over Incandescent



- LED lighting consumes approximately 85-90% less power than incandescent lighting, allowing for significant *savings in energy costs*.
- LEDs are less likely to cause an overload and trip your circuits.
- LED lighting requires *less maintenance*.
- Made of poly-plastic, LED lights are nearly *indestructible*, and the bulbs reduce the incidence of broken glass.
- *Bulbs stay illuminated* even if one bulb stops working.
- LED lights produce *little to no heat* unlike standard incandescent bulbs.
- LED lighting allows more lights on a single power source than incandescent bulbs, which provides *more options when designing* your display.
- No need to contact an electrician to add more power



Southlands Mall- The Power Center

Attn: Joyce Rocha

6155 S Main, Aurora, CO

irocha@wilkow.com

Re: Southlands Mall (Power Center) (AK) 3567674-Holiday Décor Proposal 2021

Holiday Décor

We want the opportunity to earn back your business for the upcoming Holiday Décor Season 2021-2022. SavATree takes great pride in every property it services, with the utmost attention to quality and detail. Our team is comprised of dedicated, passionate, and highly trained professionals.

We look forward to another year of Holiday Décor Season and hopefully we can bring some Holiday Cheer!

Canopy Wrap with Large LED Bulbs - Small Trees	\$8,661.00
Service Details: (25) Locust and Ash trees in tree grates in front of stores from Off Broadway to Alta and stand alone store pad site to include Paint Cellar Warm white	
Trunk Wrap with LED Mini Lights - Small Trees	\$2,742.00
Service Details: (25) Locust and ash trees in tree grates in front of Red	
<u>Total \$11,403.00</u>	

Customer:	
Contact:	
Phone:	
The earliest your lights can be put up?	
The latest your lights need to be completed?	
When would you like any wreaths or garland installed by (if applicable):	
Date lights should be turned on:	
Date lights should be turned off:	
Takedown start date:	
Takedown completion:	
Other specific instructions:	

Total for 2021 Holiday Décor \$11,403.00

Presented By Your Decor Consultant Matthew Schovel

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Southlands Mall (AK) 3567674

Authorized By: _____ Date: _____

TERMS AND CONDITIONS FOR HOLIDAY DECOR SERVICES

SavATree, LLC d/b/a SavATree, Swingle Lawn, Tree and Landscape Care, and Mountain High Tree Service collectively referred to as "SavATree". We guarantee the quality of our decorations and workmanship for a period of one season (Oct.-Jan.). Should you have any problems with the display, we want to correct them as soon as possible, so please advise us promptly of any issues. We recommend that you test the lights for several hours for the first five evenings to assure that the lighting program is functioning properly. This will allow us to make corrections and bulb replacements as soon as possible in order to maximize the enjoyment of your decorations. Repairs needed due to theft, vandalism, neglect, extraordinary weather conditions, animals, or acts of nature, are not warranted and will be billed accordingly. We are not responsible for any items that you add to our installed power sources or extension cords. Power failure or damage to lights may occur as a result. We cannot install any customer-owned items that are not listed on your holiday decorating estimate, proposal and/or services agreement. Contact us before installation for any items you are planning to add to the decor program. If customer owned items are added to the display and issues arise concerning the power supplied, then all service visits to address these issues will be billable and shall be invoiced in Colorado at \$95.00 per employee per hour or \$237 per employee per hour if use of a bucket lift truck is necessary, or in Illinois at \$100.00 per employee per hour or \$250.00 per employee per hour if use of a bucket lift truck is necessary, in Minnesota at \$95.00 per employee per hour or \$142.00 per employee per hour if use of a bucket lift truck is necessary, in Michigan at \$104.00 per employee per hour or \$156.00 per employee per hour if a bucket truck is necessary. Some residential or business displays may not be accessible with a bucket lift truck; in this case the last option would be to cancel those portions of the installation where access is not possible. Power failure or tripping of GFI circuits that occur as a result of inclement weather are not the responsibility of SavATree. We will perform required service calls to solve these issues, but we cannot be held liable for damage that may occur as a result of acts of nature, and you agree not to bring any such claims against SavATree.

SERVICE POLICY

All of your decorations will be installed and/or reinstalled in working order. Billable service calls will be invoiced at the above stated rates. There is a one-hour minimum charge for all service calls. Materials required as a result of the service call will be billed in addition.

BILLING CONDITIONS/QUALITY OF SERVICE

In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed upon, are billed at the time of installation, at which time payment is due. SavATree guarantees the quality of all material and workmanship; however, any questions in regard to the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first. Additional charges may apply to future reinstallations for jobs not taken down by SavATree.

CONTINUING SERVICE DECORATION REPLACEMENT AND REPAIR POLICY (CONTINUING SERVICE DECOR)

Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and takedown charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill materials and labor at the appropriate rates. Any additional items requested at the time of service will also be invoiced accordingly.

LEASE AGREEMENT

All materials, supplies, decorations and lights are owned by SavATree during both the lease term and at the completion of the lease term. SavATree and/ or the client have the right to accept or reject an extension of this agreement at the end of the lease term, upon newly agreed upon terms and conditions. Cancellation fees for any part of a lease agreement will be for 50% of the balance of the value of the contract and due and payable within 30 days of cancellation. For multiple year lease agreements, please see separate lease contract.

SEASONAL LIGHTING

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. SavATree can only warranty seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continuously.

PHOTOS

Please note, that unless otherwise agreed upon, SavATree reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet, or postcards, and you're engaging our services constitutes permission for such use by SavATree. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

OFFICE HOURS

SavATree office hours during the Christmas season are from 7:00 a.m. to 4:30 p.m. Monday-Friday. Service call requests received after 4:30 p.m. or over the weekend will be addressed on the following business day. SavATree is closed on Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, and New Year's Day. Extreme weather events may cause office hours to be restricted further.

TERMS OF PAYMENT

The total cost estimates within this agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit may be required prior to the commencement of work. A finance charge at the maximum interest rate allowed by applicable state law will be added to invoices after 30 days. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this estimate, proposal, and/or services agreement per your local and state tax jurisdiction. Should any terms of this agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof.

LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES

Customer is responsible for supplying all electrical power sources and paying electric bills. If a requested item becomes unavailable, SavATree reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the item(s) off of the installation and invoice. Residential clients will be under a continuing service agreement, meaning that yearly decor services are authorized, unless SavATree is notified otherwise. Seller warranties title, and that all services and goods sold by SavATree for Decor Services, hereunder conform to the label description. There is no other warranty or responsibility of any kind, expressed or implied, concerning the goods or services, including no implied warranty of merchantability or fitness of the goods or service for any particular purpose, and no such warranties shall be implied by law. No liability, hereunder, shall be asserted unless any loss, damage, injury, or other claim is reported to SavATree in writing within thirty days after discovery, and failure to give notice of any claim within such period shall constitute an absolute and unconditional waiver of such claim. The exclusive remedy against SavATree for any cause of action is a claim for damages and in no event shall damages or any of the recovery of any kind against SavATree exceed the price of the specific good or services, which caused the alleged loss, damage, injury, or other claim. SavATree shall not be liable and all claims against seller are waived, for special, direct, or consequential damages or expense, of any nature including, but not limited to loss of profits or income, crop or property loss or damage, labor charges and freight charges, whether based on SavATree's negligence breach of warranty strict liability in tort or any other cause of action.

Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement or the breach thereof, the work performed by SavATree for you, and/or any commission or omission by SavATree, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which SavATree performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

Customer Referral Program

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with a representative of SavATree, we will send you a thank you gift.

Your Satisfaction is Important

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right!

Rev. 9/25/19

INDEPENDENT CONTRACTOR AGREEMENT
(LIGHTING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 21st day of September, 2021, to be effective January 1, 2022, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and VISTA MARKETING LIGHTING LLC, a Colorado limited liability company d/b/a FULL SPECTRUM LIGHTING, INC. (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within Exhibit F to "Owners" shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority

to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 12 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires

during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to 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, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements

specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Southlands Metropolitan District No. 1 c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Attention: Ann Finn Phone: (303) 987-0835 Email: afinn@sdmsi.com
-----------	--

With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
-----------------	--

Contractor: Vista Marketing Lighting LLC
6696 E. Archer Drive
Denver, CO 80230
Phone: (303) 204-0949

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

26. 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 in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed

as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Monthly Lighting
Inspection and Repair Services with Vista Marketing Lighting LLC, dated September 21, 2021*

CONTRACTOR:
VISTA MARKETING LIGHTING LLC, a
Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____, as the _____ of Vista Marketing Lighting
LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Monthly Lighting
Inspection and Repair Services with Southlands Metropolitan District No. 1, dated September
21, 2021***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include services as approved by the District pursuant to written service/work orders executed by an authorized representative of the District and the Contractor. The hourly rates to be charged by the Contractor are set forth in this **Exhibit A**.



Full Spectrum Lighting, Inc.
6896 E. Archer Drive
Denver, Co. 80230

www.fullspectrumlighting-inc.com
303-204-0949

August 4, 2021

Southlands Metropolitan District No. 1

T&M Pricing

RATES:

BOOM TRUCK- \$85 per hour with no additional service charges if services are provided while onsite performing monthly maintenance. This includes technician and truck. Lamps and ballasts for parking lot and other exterior lighting will be provided by FSL at a cost plus 25%.

ELECTRICAL- \$90 per hour for all electrical troubleshooting and repairs.

Normal service call charges include a \$75 charge in addition to hourly rates

This contract is executed at Denver, Colorado. Full Spectrum Lighting, Inc. is entitled to recover attorney fees, costs, or other expenses incurred by Full Spectrum Lighting, Inc. in any attempted collection, legal proceedings for collection, enforcement, or attempted enforcement of this contract for services or enforcement of any judgment obtained for services provided pursuant to this contract.

This proposal is hereby accepted and Full Spectrum Lighting is authorized to proceed with the work.

This proposal is valid until:
Amended

Purchaser - Company Name

Signature

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Vista Marketing Lighting LLC

is a

Limited Liability Company

formed or registered on 12/10/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181961284 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/16/2021 that have been posted, and by documents delivered to this office electronically through 08/18/2021 @ 10:45:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/18/2021 @ 10:45:00 in accordance with applicable law. This certificate is assigned Confirmation Number 13376943 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES.
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No sign shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any sign so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior area immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as set forth liquidated damage. Overized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not turn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No hand-written signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early in the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

INDEPENDENT CONTRACTOR AGREEMENT
(MODIFICATIONS AT SOUTHLANDS PARKWAY INTERSECTION)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 14th day of October, 2021, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof; or (ii) completion of the Services; or (iii) December 31, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the District for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the District has made lawful appropriations to cover the costs of the additional work.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within Exhibit F to "Owners" shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 12 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this

Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to 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, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or

for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including

reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor:

Lumin8 Transportation Technologies, LLC
5920 Lamar Street
Arvada, CO 80003
Littleton, CO 80120
Attention: Kevin Marsh
Phone: (303) 422-7985
Email: kmarsh@lumin8.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

26. 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 in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and

irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

35. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the

Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

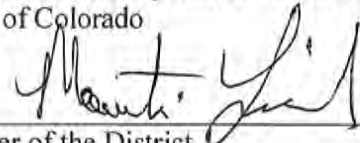
36. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado



Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Modification of
Southlands Parkway Intersection with Lumin8 Transportation Technologies, LLC, dated
October 14, 2021*

CONTRACTOR:

LUMIN8 TRANSPORTATION
TECHNOLOGIES, LLC, a Colorado limited
liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as the _____ of Lumin8 Transportation Technologies, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Modifications of Southlands Parkway Intersection with Southlands Metropolitan District No. 1, dated October 14, 2021

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Lumin8 Transportation Technologies

5920 Lamar St.
Arvada, CO 80003
303-422-7985 FAX 303-422-1634

Date: 9/16/2021

Bid Proposal

Job Name or Bid Number Southlands Parkway

Total Bid: \$ 29,810.50

Bid #	Description	Quantity	Unit Prices	Unit	Ext.
100	Res TS Head	1	\$ 370.00	EA	\$ 370.00
110	TS Face 12-12-12-12	1	\$ 1,451.00	EA	\$ 1,451.00
120	TS Backplates	1	\$ 265.00	EA	\$ 265.00
130	Sign Panel Class I	64.5	\$ 41.00	SF	\$ 2,644.50
140	Sign Panel Class II	20	\$ 56.00	SF	\$ 1,120.00
150	Steel Sign Post(2x 2 Tubing)	74	\$ 56.00	LF	\$ 4,144.00
160	Remove Pavement Marking	147	\$ 7.00	SF	\$ 1,029.00
170	Modified Epoxy Pavement Marking	2	\$ 1,390.00	GAL	\$ 2,780.00
180	Preformed Thermoplastic W-S	166	\$ 42.00	SF	\$ 6,972.00
190	Preformed Thermoplastic X-S	8	\$ 70.00	SF	\$ 560.00
200	Traffic Control	1	\$ 4,475.00	LS	\$ 4,475.00
210	Mobilization	1	\$ 4,000.00	LS	\$ 4,000.00

PRICES GOOD FOR 30 DAYS

EXCLUSIONS:

ASPHALT REMOVAL AND PATCHING
CONCRETE REMOVAL OR REPLACEMENT
LANDSCAPE OR SPRINKLER REPAIR
SPOILS REMOVAL FROM JOB SITE
UNFORESEEN UNDERGROUND CONDITIONS
HAZMAT HANDLING
SURVEYING
TAXES
WASTE WATER / EROSION CONTROL MANAGEMENT
ENGINEERING
PERMIT FEES

INCLUSIONS:

PERFORM WORK LISTED ABOVE

The above prices, specifications and conditions are satisfactory and are accepted.
Lumin8 Transportation Technologies is authorized to do the work as specified.

Name Printed: _____

2109101 Southlands Parkway

Signature: _____

Company Name: _____

Billing Address: _____

Kevin Marsh
Estimator
Lumin8 Transportation Technologies
303-422-7985
Fax 303-422-1634
kmarsh@lumin8.com



2109101 Southlands Parkway

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Lumin8 Transportation Technologies, LLC

is a

Limited Liability Company

formed or registered on 12/31/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871704662 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/12/2021 that have been posted, and by documents delivered to this office electronically through 10/13/2021 @ 17:44:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/13/2021 @ 17:44:24 in accordance with applicable law. This certificate is assigned Confirmation Number 13508485 .



Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES.
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signs, if applicable, shall be done professionally. No hand-written signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early in the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00am and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common areas of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

**Southlands Metropolitan District No. 1
September-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	
Allied Universal	11697162	8/26/2021	9/25/2021	\$ 4,908.80	Security	117806	
Animal & Pest Control Specialist, Inc.	76058	6/24/2021	6/24/2021	\$ 1,500.00	Pest control	107803	
Animal & Pest Control Specialist, Inc.	76056	8/24/2021	8/25/2021	\$ 900.00	Pest control	107803	
Brody Chemical	507277	8/18/2021	9/17/2021	\$ 99.09	Repairs and maintenance	117582	
Brody Chemical	507097	8/18/2021	8/18/2021	\$ 1,293.84	Repairs and maintenance	117582	
Brody Chemical	507461	8/23/2021	9/22/2021	\$ 99.58	Repairs and maintenance	117582	
Brody Chemical	507538	8/31/2021	9/30/2021	\$ 104.99	Repairs and maintenance	117582	
City of Aurora	146368	8/21	9/13/2021	10/4/2021	\$ 2,763.42	Utilities	117701
City of Aurora	152426	8/21	9/13/2021	10/4/2021	\$ 8,998.94	Utilities	117701
City of Aurora	151226	8/21	9/13/2021	9/13/2021	\$ 1,142.34	Utilities	117701
City of Aurora	151228	8/21	9/13/2021	9/13/2021	\$ 1,113.50	Utilities	117701
City of Aurora	146396	8/21	8/13/2021	8/13/2021	\$ 2,319.91	Utilities	117701
City of Aurora	151230	8/21	9/13/2021	9/13/2021	\$ 1,976.29	Utilities	117701
City of Aurora	142090	8/21	9/13/2021	9/13/2021	\$ 7,579.47	Utilities	117701
City of Aurora	150518	8/21	9/13/2021	9/13/2021	\$ 277.14	Utilities	117701
City of Aurora	146452	8/21	9/13/2021	9/13/2021	\$ 2,979.72	Utilities	117701
CliftonLarsonAllen LLP	2973893	7/31/2021	7/31/2021	\$ 3,125.32	Accounting	107000	
Collins Engineers Inc.	49961	6/15/2021	6/15/2021	\$ 3,750.00	Engineering	107584	
Common Area Maintenance Services	M09012343	9/30/2021	9/30/2021	\$ 1,905.00	Property maintenance	107804	
Common Area Maintenance Services	M08152101	8/13/2021	8/13/2021	\$ 1,905.00	Property maintenance	107804	
DBC Irrigation Supply	S4332009.001	9/2/2021	9/2/2021	\$ 95.68	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4339606.001	9/9/2021	9/9/2021	\$ 115.14	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4286778.001	8/4/2021	8/4/2021	\$ 1,800.89	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4304549.001	8/16/2021	8/16/2021	\$ 490.05	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4329388.001	8/31/2021	8/31/2021	\$ 30.31	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4311399.001	8/19/2021	8/19/2021	\$ 684.39	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4292662.001	8/9/2021	8/9/2021	\$ 319.31	Landscape maintenance & irrigation repair	117585	
DBC Irrigation Supply	S4326201.001	8/30/2021	8/30/2021	\$ 339.60	Landscape maintenance & irrigation repair	117585	
Deck The Malls Inc.	21-0124	9/22/2021	9/22/2021	\$ 5,300.00	Signage and decor	117587	
Dodge Data & Analytics	A40036087	9/2/2021	9/2/2021	\$ 122.40	Retaining wall repairs/replace caps	117593	
Full Spectrum Lighting, Inc	2111343	8/16/2021	8/16/2021	\$ 5,107.50	Street lighting/ striping	117855	
IMS Printing & Signs	40837	8/18/2021	9/2/2021	\$ 11,400.00	Signage and decor	117587	
Lumin8 Transportation Technologies LLC	37611	8/31/2021	9/30/2021	\$ 306.80	Traffic signals maintenance	117809	
Metco Landscape	5695139	7/30/2021	7/30/2021	\$ 24,732.68	Landscape maintenance & irrigation repair	117585	
Metco Landscape	5694531	8/13/2021	8/13/2021	\$ 1,600.00	Landscape maintenance & irrigation repair	117585	
Metco Landscape	563263	3/20/2021	3/20/2021	\$ 126,662.20	Landscape maintenance & irrigation repair	117585	
Metco Landscape	561276	2/18/2021	2/18/2021	\$ 13,586.82	Landscape maintenance & irrigation repair	117585	
Metco Landscape	566698	5/6/2021	5/6/2021	\$ 6,500.00	Landscape maintenance & irrigation repair	117585	
M & J Wilkow Properties, LLC	25451	9/30/2021	9/30/2021	\$ 9,616.33	Property maintenance	117804	
Millard Mall Services	80877	8/31/2021	9/30/2021	\$ 18,771.71	Monthly cleaning	117802	
Pentair	1622707	8/25/2021	8/25/2021	\$ 343.98	Repairs and maintenance	117582	
Pentair	1648508	9/9/2021	9/10/2021	\$ 77.22	Repairs and maintenance	117582	
Rocky Mountain Flag Company	17404	8/12/2021	8/13/2021	\$ 1,265.00	Repairs and maintenance	117582	
Rocky Mountain Flag Company	17184	6/4/2021	6/5/2021	\$ 316.60	Repairs and maintenance	117582	
Rocky Mountain Parking Services, Inc	46890	7/19/2021	7/20/2021	\$ 3,891.00	Street lighting/ striping	117855	
SavATree	8053545	8/16/2021	8/16/2021	\$ 990.00	Landscape maintenance & irrigation repair	117585	
Special District Management Services, Inc.	PM 08/2021	8/31/2021	8/31/2021	\$ 3,014.28	Property management	117805	
Special District Management Services, Inc.	DM 08/2021	8/31/2021	8/31/2021	\$ 180.00	Retaining wall repairs/replace caps	117593	
Special District Management Services, Inc.	DM 08/2021	8/31/2021	8/31/2021	\$ 342.00	Medians	307863	
Special District Management Services, Inc.	DM 08/2021	8/31/2021	8/31/2021	\$ 8,186.79	District management	107440	
Special District Management Services, Inc.	DM 08/2021	8/31/2021	8/31/2021	\$ 36.00	Monument	307861	
Utility Notification Center of Colorado	68330- 221081394	8/31/2021	8/31/2021	\$ 26.40	Repairs and maintenance	117582	

\$ 294,993.43

Southlands Metropolitan District No. 1
September-21

	General	Debt	Capital	Totals
Disbursements	\$ 265,464.70		\$ 378.00	\$ 265,842.70
Xcel - Auto Pay		\$ -	\$ -	\$ -
Aurora Water - Auto Pay	\$ 29,150.73	\$ -	\$ -	\$ 29,150.73
Total Disbursements from Checking Acct	\$ 294,615.43	\$ -	\$ 378.00	\$ 294,993.43

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

**SOUTHLANDS METRO DISTRICT NO. 1
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 4,199,987	\$ 4,016,661	\$ 3,926,648	\$ 3,926,648	\$ 4,080,056
REVENUES					
Property taxes	3,250,199	3,287,045	3,247,545	3,287,045	3,365,189
Specific ownership tax	246,255	230,075	132,678	228,500	235,563
Interest income	19,733	20,000	1,197	2,000	2,200
General operations fee	1,754,955	2,010,000	1,172,500	2,002,060	2,077,000
Permits and fees	1,000	-	3,000	3,000	-
Reimbursed expenditures	4,300	-	-	-	-
General operations fee - penalty and other	7,870	5,000	1,372	2,000	2,000
Total revenues	<u>5,284,312</u>	<u>5,552,120</u>	<u>4,558,292</u>	<u>5,524,605</u>	<u>5,681,952</u>
TRANSFERS IN	<u>697,643</u>	<u>460,000</u>	<u>16,765</u>	<u>200,000</u>	<u>660,000</u>
Total funds available	<u>10,181,942</u>	<u>10,028,781</u>	<u>8,501,705</u>	<u>9,651,253</u>	<u>10,422,008</u>
EXPENDITURES					
General and administrative	271,758	328,000	191,981	274,844	310,000
Operations and maintenance	1,604,632	2,020,000	994,440	2,004,860	2,080,000
Debt service	2,891,629	2,900,000	1,184,208	2,891,493	2,955,000
Capital projects	789,632	460,000	21,431	200,000	660,000
Total expenditures	<u>5,557,651</u>	<u>5,708,000</u>	<u>2,392,060</u>	<u>5,371,197</u>	<u>6,005,000</u>
TRANSFERS OUT	<u>697,643</u>	<u>460,000</u>	<u>16,765</u>	<u>200,000</u>	<u>660,000</u>
Total expenditures and transfers out requiring appropriation	<u>6,255,294</u>	<u>6,168,000</u>	<u>2,408,825</u>	<u>5,571,197</u>	<u>6,665,000</u>
ENDING FUND BALANCES	<u>\$ 3,926,648</u>	<u>\$ 3,860,781</u>	<u>\$ 6,092,880</u>	<u>\$ 4,080,056</u>	<u>\$ 3,757,008</u>
EMERGENCY RESERVE	\$ 17,100	\$ 16,000	\$ 15,300	\$ 16,000	\$ 16,300
GENERAL & ADMIN RESERVE	500,000	350,000	350,000	350,000	250,000
CAPITAL REPLACEMENT RESERVE	-	200,000	200,000	200,000	200,000
GOF RESERVE	650,000	650,000	650,000	650,000	650,000
SERIES 2017 A-1 RESERVE	1,687,625	1,687,625	1,687,625	1,687,625	1,687,625
SERIES 2017 A-2 RESERVE	149,750	149,750	149,750	149,750	149,750
SERIES 2017 SURPLUS	300,000	300,000	300,000	300,000	300,000
TOTAL RESERVE	<u>\$ 3,304,475</u>	<u>\$ 3,353,375</u>	<u>\$ 3,352,675</u>	<u>\$ 3,353,375</u>	<u>\$ 3,253,675</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METRO DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION					
Commercial	\$ 78,922,263	\$ 74,707,402	\$ 74,707,402	\$ 74,707,402	\$ 76,697,462
State assessed	20	646,190	646,190	646,190	647,600
Vacant land	418,563	418,563	418,563	418,563	415,182
Certified Assessed Value	<u>\$ 79,340,846</u>	<u>\$ 75,772,155</u>	<u>\$ 75,772,155</u>	<u>\$ 75,772,155</u>	<u>\$ 77,760,244</u>
MILL LEVY					
General	7.000	6.500	6.500	6.500	6.500
Debt Service Fund - Series 2017 A-1	32.000	32.000	32.000	32.000	32.000
Debt Service Fund - Series 2017 A-2	3.500	3.500	3.500	3.500	3.500
Total mill levy	<u>42.500</u>	<u>42.000</u>	<u>42.000</u>	<u>42.000</u>	<u>42.000</u>
PROPERTY TAXES					
General	\$ 555,386	\$ 492,519	\$ 492,519	\$ 492,519	\$ 505,442
Debt Service Fund - Series 2017 A-1	2,538,907	2,424,709	2,424,709	2,424,709	2,488,328
Debt Service Fund - Series 2017 A-2	277,693	265,203	265,203	265,203	272,161
Levied property taxes	3,371,986	3,182,431	3,182,431	3,182,431	3,265,931
Adjustments to actual/rounding	(150,704)	-	(39,500)	-	-
Refunds and abatements	(74,101)	-	-	-	-
Budgeted property taxes	<u>\$ 3,147,181</u>	<u>\$ 3,182,431</u>	<u>\$ 3,142,931</u>	<u>\$ 3,182,431</u>	<u>\$ 3,265,931</u>
ASSESSED VALUATION					
Commercial	\$ 2,999,470	\$ 2,999,470	\$ 2,999,470	\$ 2,999,470	\$ 2,730,234
State assessed	10	10	10	10	10
Vacant land	145	145	145	145	145
Personal property	219,696	269,556	269,556	269,556	371,430
Certified Assessed Value	<u>\$ 3,219,321</u>	<u>\$ 3,269,181</u>	<u>\$ 3,269,181</u>	<u>\$ 3,269,181</u>	<u>\$ 3,101,819</u>
MILL LEVY					
Debt Service Fund - Series 2017 A-1	32.000	32.000	32.000	32.000	32.000
Total mill levy	<u>32.000</u>	<u>32.000</u>	<u>32.000</u>	<u>32.000</u>	<u>32.000</u>
PROPERTY TAXES					
Debt Service Fund - Series 2017 A-1	103,018	104,614	104,614	104,614	99,258
Certified Assessed Value	<u>\$ 103,018</u>	<u>\$ 104,614</u>	<u>\$ 104,614</u>	<u>\$ 104,614</u>	<u>\$ 99,258</u>
BUDGETED PROPERTY TAXES					
General	\$ 518,359	\$ 492,519	\$ 486,406	\$ 492,519	\$ 505,442
Debt Service	2,731,840	2,794,526	2,761,139	2,794,526	2,859,747
	<u>\$ 3,250,199</u>	<u>\$ 3,287,045</u>	<u>\$ 3,247,545</u>	<u>\$ 3,287,045</u>	<u>\$ 3,365,189</u>

No assurance provided. See summary of significant assumptions.

SOUTHLANDS METRO DISTRICT NO. 1
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 1,273,040	\$ 841,758	\$ 871,273	\$ 871,273	\$ 926,748
REVENUES					
Property taxes	518,359	492,519	486,406	492,519	505,442
Specific ownership tax	39,357	34,475	19,880	34,200	35,381
Interest income	8,918	5,000	381	600	500
Permits and fees	1,000	-	3,000	3,000	-
Total revenues	<u>567,634</u>	<u>531,994</u>	<u>509,667</u>	<u>530,319</u>	<u>541,323</u>
Total funds available	<u>1,840,674</u>	<u>1,373,752</u>	<u>1,380,940</u>	<u>1,401,592</u>	<u>1,468,071</u>
EXPENDITURES					
General and administrative					
Accounting	54,011	63,000	28,593	52,000	57,000
Auditing	5,500	6,000	5,800	5,800	6,500
County Treasurer's fee	7,761	7,388	7,297	7,388	7,582
Directors' fees	5,600	6,000	2,000	3,500	4,000
Dues and licenses	1,650	2,000	1,238	1,238	2,000
Insurance and bonds	32,450	38,000	38,918	38,918	42,000
District management	69,047	70,000	32,757	62,000	68,000
Legal services	47,614	65,000	24,731	45,000	50,000
Miscellaneous	10,926	5,000	2,364	5,000	5,000
Billing services	10,765	12,000	6,283	12,000	13,000
Election expense	1,034	-	-	-	3,000
Public Events	25,400	45,000	42,000	42,000	45,000
Contingency	-	8,612	-	-	6,918
Total expenditures	<u>271,758</u>	<u>328,000</u>	<u>191,981</u>	<u>274,844</u>	<u>310,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>697,643</u>	<u>460,000</u>	<u>16,765</u>	<u>200,000</u>	<u>660,000</u>
Total expenditures and transfers out requiring appropriation	<u>969,401</u>	<u>788,000</u>	<u>208,746</u>	<u>474,844</u>	<u>970,000</u>
ENDING FUND BALANCES	<u>\$ 871,273</u>	<u>\$ 585,752</u>	<u>\$ 1,172,194</u>	<u>\$ 926,748</u>	<u>\$ 498,071</u>
EMERGENCY RESERVE	\$ 17,100	\$ 16,000	\$ 15,300	\$ 16,000	\$ 16,300
GENERAL & ADMIN RESERVE	500,000	350,000	350,000	350,000	250,000
CAPITAL REPLACEMENT RESERVE	-	200,000	200,000	200,000	200,000
TOTAL RESERVE	<u>\$ 517,100</u>	<u>\$ 566,000</u>	<u>\$ 565,300</u>	<u>\$ 566,000</u>	<u>\$ 466,300</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METRO DISTRICT NO. 1
GENERAL OPERATIONS FEE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 479,451	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000
REVENUES					
Interest income	8,056	5,000	470	800	1,000
Reimbursed expenditures	4,300	-	-	-	-
General operations fee	1,754,955	2,010,000	1,172,500	2,002,060	2,077,000
General operations fee - penalty and other	7,870	5,000	1,372	2,000	2,000
Total revenues	<u>1,775,181</u>	<u>2,020,000</u>	<u>1,174,342</u>	<u>2,004,860</u>	<u>2,080,000</u>
Total funds available	<u>2,254,632</u>	<u>2,670,000</u>	<u>1,824,342</u>	<u>2,654,860</u>	<u>2,730,000</u>
EXPENDITURES					
Operations and maintenance					
Floral	224,485	250,000	105,750	225,000	250,000
Monthly cleaning	171,006	187,000	117,416	200,000	220,000
Pest control	-	10,000	-	10,000	10,000
Property maintenance	115,396	116,000	67,311	116,000	120,000
Landscape maintenance & irrigation repair	153,553	170,000	244,136	400,000	170,000
Property management	36,696	45,000	21,511	37,000	40,000
Repairs and maintenance	40,463	335,000	22,360	150,000	335,000
Security	59,084	70,000	35,871	62,000	68,000
Signage and decor	192,617	105,000	5,272	105,000	105,000
Snow removal	236,824	400,000	241,272	350,000	400,000
Street lighting/ striping	92,218	100,000	17,207	100,000	100,000
Street repairs/sidewalk	84,632	42,000	-	42,000	42,000
Street sweeping	22,860	25,000	13,335	22,860	25,000
Traffic signals maintenance	-	5,000	8,868	15,000	15,000
Utilities	174,798	160,000	94,131	170,000	180,000
Total expenditures	<u>1,604,632</u>	<u>2,020,000</u>	<u>994,440</u>	<u>2,004,860</u>	<u>2,080,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,604,632</u>	<u>2,020,000</u>	<u>994,440</u>	<u>2,004,860</u>	<u>2,080,000</u>
ENDING FUND BALANCES	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 829,902</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>
GOF RESERVE	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>
TOTAL RESERVE	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>

No assurance provided. See summary of significant assumptions.

SOUTHLANDS METRO DISTRICT NO. 1
GENERAL OPERATIONS FEE FUND - REPAIRS AND MAINTENANCE
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

10/14/21

ESTIMATED	BUDGET
2021	2022

REPAIRS AND MAINTENANCE

Banners	\$	-	\$ 30,000
Retaining wall repairs/replace caps		-	5,000
Tree replacement/removal/care		-	100,000
Fountains/chemicals		-	30,000
Contingency/other		-	50,000
Detention pond		-	25,000
Playground inspections/repairs		-	4,000
Locates		-	6,000
Irrigation system upgrade		-	85,000
TOTAL	\$	150,000	\$ 335,000

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METRO DISTRICT NO. 1
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 2,355,772	\$ 2,524,903	\$ 2,405,375	\$ 2,405,375	\$ 2,503,308
REVENUES					
Property taxes	2,731,840	2,794,526	2,761,139	2,794,526	2,859,747
Specific ownership tax	206,898	195,600	112,798	194,300	200,182
Interest income	2,494	10,000	346	600	700
Total revenues	<u>2,941,232</u>	<u>3,000,126</u>	<u>2,874,283</u>	<u>2,989,426</u>	<u>3,060,629</u>
Total funds available	<u>5,297,004</u>	<u>5,525,029</u>	<u>5,279,658</u>	<u>5,394,801</u>	<u>5,563,937</u>
EXPENDITURES					
Debt Service					
Bond interest - Series 2017 A-1	2,104,250	2,088,950	1,044,475	2,088,950	2,073,200
Bond interest - Series 2017 A-2	185,975	184,625	92,313	184,625	183,275
Bond principal - Series 2017 A-1	510,000	525,000	-	525,000	590,000
Bond principal - Series 2017 A-2	45,000	45,000	-	45,000	50,000
Contingency	-	8,507	-	-	9,629
County Treasurer's fee	40,904	41,918	41,420	41,918	42,896
Paying agent fees	5,500	6,000	6,000	6,000	6,000
Total expenditures	<u>2,891,629</u>	<u>2,900,000</u>	<u>1,184,208</u>	<u>2,891,493</u>	<u>2,955,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,891,629</u>	<u>2,900,000</u>	<u>1,184,208</u>	<u>2,891,493</u>	<u>2,955,000</u>
ENDING FUND BALANCES	<u>\$ 2,405,375</u>	<u>\$ 2,625,029</u>	<u>\$ 4,095,450</u>	<u>\$ 2,503,308</u>	<u>\$ 2,608,937</u>
SERIES 2017 A-1 RESERVE	\$ 1,687,625	\$ 1,687,625	\$ 1,687,625	\$ 1,687,625	\$ 1,687,625
SERIES 2017 A-2 RESERVE	149,750	149,750	149,750	149,750	149,750
SERIES 2017 SURPLUS	300,000	300,000	300,000	300,000	300,000
TOTAL RESERVE	<u>\$ 2,137,375</u>	<u>\$ 2,137,375</u>	<u>\$ 2,137,375</u>	<u>\$ 2,137,375</u>	<u>\$ 2,137,375</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METRO DISTRICT NO. 1
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 7/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 91,724	\$ -	\$ -	\$ -	\$ -
REVENUES					
Interest income	265	-	-	-	-
Total revenues	<u>265</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TRANSFERS IN					
Transfers from other funds	<u>697,643</u>	<u>460,000</u>	<u>16,765</u>	<u>200,000</u>	<u>660,000</u>
Total funds available	<u>789,632</u>	<u>460,000</u>	<u>16,765</u>	<u>200,000</u>	<u>660,000</u>
EXPENDITURES					
Capital Projects					
Monument	-	160,000	8,884	100,000	60,000
HUB/Landscape	777,503	-	-	-	-
Medians	12,129	300,000	12,547	100,000	200,000
Other	-	-	-	-	400,000
Total expenditures	<u>789,632</u>	<u>460,000</u>	<u>21,431</u>	<u>200,000</u>	<u>660,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>789,632</u>	<u>460,000</u>	<u>21,431</u>	<u>200,000</u>	<u>660,000</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,666)</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized by court order dated December 3, 2002, to provide financing for the design, acquisition, construction and installation of essential public-purpose facilities such as water, streets, traffic and safety controls, parks, open space and recreation, and sewer and drainage facilities, and the operation and maintenance of the District. The District's service area is located entirely in Arapahoe County, Colorado in the City of Aurora.

The District operates under the Service Plan as approved by the City of Aurora.

On November 5, 2002, the electorate authorized general obligation debt in the amount of \$63,000,000, refunding debt of \$49,000,000 and \$1,000,000 debt for operating expenditures. Debt is subject to the terms of the Service Plan. On November 5, 2002, the electorate also approved the removal of limitations imposed by the TABOR Amendment and any other law that purports to limit the District's revenue or expenditures and a \$130,000 annual property tax increase for operations.

On November 4, 2008, the electorate approved general obligation debt in the amount of \$440,000,000 for District improvements, \$40,000,000 for the purpose of refunding, refinancing or defeasing any of the District's debt, \$40,000,000 in multi-year intergovernmental agreements, \$40,000,000 in multi-year agreements with a regional authority and \$40,000,000 in other multi-year financial obligations. Additionally, on November 4, 2008, the electorate approved \$5,000,000 annually for the District's administrative and operating costs from property taxes as well as from fees. The electorate also approved \$5,000,000 in additional property taxes for intergovernmental agreements, \$5,000,000 in additional property taxes for the costs of regional improvements and \$5,000,000 in additional property taxes for private contracts. The electorate also authorized the District to collect, retain and spend the full amount of taxes and fees without regard to the limitation of TABOR.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

Pursuant to the District's First Amendment to the Service Plan as approved by the City of Aurora on July 16, 2007, the amount of debt that can be issued is \$60,000,000. On January 11, 2016, the City Council approved the Second Amendment to the Service Plan which increases the debt issuance limitation to \$125,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term bonds are outstanding.

Net Interest Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

General Operations Fee

The general operations fee is being determined by the amount needed to cover operations and maintenance costs. The District bills its property owners monthly for the general operations fee. The general operations fee is recorded as revenue for budget purposes with no future obligation of repayment.

Expenditures

General and Administrative Expenditures

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Operations and Maintenance

Operations and maintenance expenditures have been provided based on estimates of the District's Board of Directors and consultants and include costs associated with the operations and maintenance of certain facilities and improvements throughout the District.

Debt Service

The principal and interest payments are provided based on the debt amortization schedules from the General Obligation Refunding Bonds, Series 2017A-1 and Series 2017A-2 (discussed under Debt and Leases).

Debt and Leases

On December 1, 2017, the District refunded its General Obligation Refunding and Improvement Bonds, Series 2007 (the 2007 Bonds) and General Obligation Loan, Series 2016 (the 2016 Loan) by the issuances of \$44,690,000 General Obligation Refunding Bonds, Series 2017A-1, and \$3,945,000 General Obligation Refunding Bonds, Series 2017A-2, respectively (the 2017 Bonds). The proceeds were used for the purposes of (i) refunding the 2007 Bonds and 2016 Loan, (ii) funding the debt service reserve requirement (the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund); and (iii) paying costs of issuance of the 2017 Bonds.

The 2017 Bonds, mature on December 1, 2047 with an interest rates of 3.000% - 5.000%, are payable semi-annually on June 1 and December 1. The 2017 Bonds maturing on or after December 1, 2047 are subject to redemption prior to maturity, at the option of the District, as whole or in integral multiples of \$5,000, in any order of maturity and in whole or partial maturities, on December 1, 2047 and on any date thereafter, at a redemption price equal to the par amount thereof plus accrued interest to the redemption date.

The 2017 Bonds are general obligations of the District secured by and payable from the Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the Unlimited Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Unlimited Mill Levy; and (iii) any other legally available moneys of the District deposited in the Bond Fund or the Reserve Fund.

Approximately 11.5 acres, generally encompassing the Lowe's Home Improvement Warehouse, were excluded from the boundaries of the District on November 7, 2007 (the Excluded Property). Accordingly, the Excluded Property is subject to ad valorem taxes by the District to pay the Series 2017A-1 Bonds but will not be subject to ad valorem taxes to pay the Series 2017A-2 Bonds.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases– (continued)

For the purposes of paying the principal and interest on the Bonds, the Board is to annually determine and certify to the County each year in which the 2017 Bonds remain outstanding, in addition to all other taxes, the Unlimited Mill Levy. The 2017 Bonds are not secured by property lying within the District, but rather by, among other things, the District's obligation to annually determine and certify a rate of levy for ad valorem property taxes in an amount sufficient to pay, along with other legally available revenues, the principal and interest on the 2017 Bonds.

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2022, as defined under TABOR.

Debt Service Reserve

At time of issuance of the 2017 Bonds, the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund have been established for the purpose of paying the principal and/or interest on Series 2017A-1 and Series 2017A-2 to the extent the moneys in the Fond Fund are insufficient for such purpose. The 2017A-1

Reserve Fund and 2017A-2 Reserve Fund are required to be maintained at all times in the amounts of \$1,687,625 and \$149,750, respectively.

This information is an integral part of the accompanying budget.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE
REQUIREMENTS TO MATURITY**

**\$44,690,000 General Obligation Refunding Bonds,
Series 2017 A-1
Dated December 1, 2017
Interest - 3.000% - 5.000%
Payable June 1 and December 1
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 590,000	\$ 2,073,200	\$ 2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 42,780,000</u>	<u>\$ 37,089,800</u>	<u>\$ 79,869,800</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE
REQUIREMENTS TO MATURITY**

**\$3,945,000 General Obligation Refunding Bonds,
Series 2017 A-2
Dated December 1, 2017
Interest - 3.000% - 5.000%
Payable June 1 and December 1
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 50,000	\$ 183,275	\$ 233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,780,000</u>	<u>\$ 3,279,900</u>	<u>\$ 7,059,900</u>

No assurance provided. See summary of significant assumptions.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE
REQUIREMENTS TO MATURITY**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 640,000	\$ 2,256,475	\$ 2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 46,560,000</u>	<u>\$ 40,369,700</u>	<u>\$ 86,929,700</u>

No assurance provided. See summary of significant assumptions.



15558 E Hinsdale Cr, Centennial CO 80112

SDMSI AK 4496819 Attn Robert Graham

2022 Tree care proposal

Plant health care recommendations

Treat 96 ash trees for lilac ash borer control = 845.00

Inject soil around all ash trees to control leaf curl aphids, apply at the high rate to also control Emerald ash borer = 1,780.00

Treat all spruce and ponderosa pines to control Ips engraver beetle = 550.00

Inspect all plant material and treat for foliar insect and mite control

Early season visit = 1,190.00

Mid-season visit = 1,190.00

Mid/late season visit = 1.190.00

Deep root fertilize with Kelp all established trees = 5,435.00

Inject soil with kelp around all newly planted trees = 910.00

Deep root water all trees = 6,115.00; November December

General tree care recommendations

Cut to low stumps 49 ash and 18 locusts = 5,670.00

Grind and clean stumps = 4,655.00

Tree planting recommendations

Plant the following trees

Twenty-five 1 3/4" diameter Imperial locust trees = \$19,875.00

Twenty-five 1 3/4" Kentucky coffee trees = 21,375.00

Seventeen 1 3/4' Texas red oaks = 15,045.00

Planting Total = \$56,295.00

We offer a 1 year warranty contingent on drip irrigation being brought to the trees. SAT to water these trees until the drip is installed and during the dormant period for the 1st year.

Price = 815.00 per occurrence

Respectfully submitted

David Entwistle, Certified arborist # RM-0445

Prepared By:

David Entwistle-Colorado Commercial District

ISA Certified Arborist

Phone: (303) 210-9926

Email: dentwistle@savatree.com

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: _____ Date: _____

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees,

express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES

You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS

Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

CUSTOMER REFERRAL PROGRAM

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 9-3-2021 aso-pdf



October 19, 2021

WORK ORDER #79520

PROPOSAL FOR

ROBERT GRAHAM
SPECIAL DISTRICT MANAGEMENT SERVICES
SOUTHLANDS MALL METRO
E. COMMONS AVE. & S. AURORA PARKWAY
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Main Street Sign

Hand watering not included but recommended once irrigation system is blown out and turned off for the season.

\$350 per visit. Recommend 2x per week, weather depending.

Plantings would be the 'backbone' planting for this bed and can stay in place all year long.

Space will be left open in the front and on the sides for bulbs (getting installed), winter decor and summer flowers.

The winter decor will be placed on top of the mulched area so bulbs will not be disturbed. Once the bulbs begin to breakthrough in the spring, the winter decor will be removed. After bulbs have finished blooming, they will be cut back, left in place and summer flowers will be installed.

Winter decor is not a warrantied item.

Sale	\$14,959.55
Sales Tax	\$0.00
Total	\$14,959.55

**SOUTHLANDS MALL METRO
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Main Street Sign Bed	\$0.00	\$7,459.55
Winter Decor	\$0.00	\$7,500.00
	\$0.00	\$14,959.55

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By 

Stephanie Sisler

Date 10/19/2021

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

SOUTHLANDS MALL METRO

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$70.00 per man hour.



October 18, 2021

WORK ORDER #79562

PROPOSAL FOR

Southlands Mall Metro
 E. Commons Ave. & S. Aurora Parkway
 Aurora, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Main Street Sign Bulbs & Mulch

Sale	\$2,202.81
Sales Tax	\$0.00
Total	\$2,202.81

**SOUTHLANDS MALL METRO
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Tulip Bulbs	\$0.00	\$2,202.81
Plant bulbs in front of new sign and small section on back sides:		
RED (curb)		
Yellow		
Purple (near the sign)		
	\$0.00	\$2,202.81

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By  _____
Stephanie Sisler

By _____

Date 10/18/2021 _____

Date _____

**Keesen Landscape Management,
Inc.**

SOUTHLANDS MALL METRO

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$70.00 per man hour.