

## **Waters' Edge Metropolitan District**

7555 E Hampden Ave, STE 501, Denver, CO 80231

Tel: 720-213-6621 |

Website: [www.watersedgemetrodistricts.org/](http://www.watersedgemetrodistricts.org/)

Email: [watersedge@publicalliancecellc.com](mailto:watersedge@publicalliancecellc.com)

OWNER: Waters' Edge Metropolitan District  
C/O Public Alliance  
7555 E Hampden Blvd, STE 501  
Denver, CO 80231  
303-261-1251  
Attn: Justin Janca

### **Request for Proposals (RFP 2026.01) 2026 Landscape and Snow Maintenance – Waters' Edge Metropolitan District**

The Waters' Edge Metropolitan District, Fort Collins, Colorado (the "District"), is soliciting proposals from qualified contractors to provide general maintenance services for the District. Located north of Richards Lake in Fort Collins, the community encompasses approximately 108.45 acres and will consist of 373 residential units within a mixed-use, 55+ targeted development. The scope of landscaping responsibilities and service areas will increase in conjunction with construction progress and completion. The District's maintained areas include manicured landscapes, open spaces, trails, and extended detention basins. This description is intended as a general overview and is not exhaustive of all areas included in the scope of work.

Services generally include, but are not limited to:

1. On-site physical coverage to address issues requiring immediate attention and perform weekly inspections;
2. Performance of maintenance tasks as outlined in the Scope of Services (*Exhibit B*); and
3. Availability 24 hours a day, seven days a week, to respond to emergencies.

A complete copy of the Scope of Services is included as *Exhibit B* or on the District's website at <https://www.watersedgemetrodistricts.org/district-documents/2026-Landscaping-RFP>. Any questions regarding the Scope of Services can be sent to the address below, or written to the email address provided. Full landscaping cans can be provided upon written request.

Proposals will be received by the District at the following address or by email until **5:00 pm. on November, 14<sup>th</sup>, 2025**. Any proposals received after this time will not be accepted and will not be considered.

#### **Submittal Address:**

Waters' Edge Metropolitan District  
c/o Public Alliance, LLC  
Attn: Justin Janca, District Manager  
7555 E Hampden Ave, Suite 501  
Denver, CO 80231  
Email: [Justin@publicalliancecellc.com](mailto:Justin@publicalliancecellc.com)  
Phone: 303.261.1251

The work to be performed shall be governed by an Independent Contractor's Agreement for General Maintenance Services ("Agreement"). The Agreement term shall commence on **January 1, 2026**, and expire on **December 31, 2026**, subject to annual appropriation. The Agreement will define the relationship between the District and the selected Contractor and outline the specific services to be provided. Draft copies of the Agreement will be available from Public Alliance, LLC, beginning **October 20, 2025**.

All proposals must be submitted in the form of a **written qualification statement** that includes:

- A detailed demonstration of the bidder's ability to provide the services listed in the Scope of Services (*Exhibit B*); and
- An annual cost proposal for providing such services, billed in twelve (12) equal monthly installments.

The **basis of award** will be determined solely by the District. All bidders must be familiar with Title 32, Colorado Revised Statutes, governing Metropolitan Districts and their operations.

No proposal may be withdrawn for a period of thirty (30) days following the date of proposal receipt. The District reserves the right to reject any and all proposals, to waive informalities or irregularities in bids, and to accept the bid or combination of bids which, in the sole and absolute judgment of the District, best serves the District's interests.

/s/ District Manager  
Waters' Edge Metropolitan District

## **Exhibit A**

Map of site boundaries.



## **Exhibit B**

Scope of Services

**Waters' Edge Metropolitan District**  
7555 E Hampden Ave, STE 501, Denver, CO 80231  
720-213-6621  
watersedge@publicalliancellc.com  
[www.watersedgemetrodistricts.org/](http://www.watersedgemetrodistricts.org/)

## **Scope of Services (2026)**

### **Common Areas**

#### **1. Spring and Fall Cleanup**

- a. Beds
    - i. Landscape beds shall be cleared of leaves and other accumulated debris in common areas twice per year, in spring and fall.
    - ii. Herbaceous perennials and ornamental grasses shall be pruned or cut back twice per year, in spring and fall.
    - iii. Mulch shall be top-dressed as necessary to maintain consistent coverage and aesthetics.
  - b. Turf Areas
    - i. Irrigated turf areas may be mowed during the spring and fall cleanup at the Contractor's discretion.
    - ii. Leaves, sticks, and other debris shall be collected and removed from turf areas during cleanup activities.
- 

#### **2. Aeration**

- a. Turf Areas
    - i. All irrigated turf areas shall be core-aerated once per growing season to reduce compaction and promote healthy root growth.
- 

#### **3. Weekly Service**

- a. Mowing Schedule
  - i. Mowing shall occur biweekly in April (second and fourth weeks) and October (first and third weeks).
  - ii. Mowing shall occur weekly from May through September.
- b. Mowing Standards
  - i. Mower deck height shall be maintained between 2.5" and 3.5", adjusted for weather and growing conditions.
  - ii. Mowing shall be avoided during wet conditions, except when persistent wet conditions are beyond the Contractor's control.
- c. Trimming
  - i. Grass areas inaccessible to mowing equipment shall be string-trimmed on the same schedule as mowing. Includes medians.
  - ii. Where practical, growth regulators or non-selective herbicides may be applied around fences, trees, and other sensitive obstacles to prevent damage from repeated trimming.

- d. Edging
    - i. Concrete surfaces, including sidewalks and driveways, shall be edged once per month throughout the growing season.
    - ii. Edging shall be limited to concrete surfaces; asphalt, brick, decks, and similar surfaces shall be excluded.
    - iii. Drain and trickle pans shall not be edged unless specifically directed by the District.
  - e. Clippings and Debris
    - i. Clippings shall be blown clear of hard surfaces and manicured beds after each mowing.
    - ii. All landscape areas shall be inspected during mowing operations for loose trash, debris, and weeds. As shall extended detention basins.
    - iii. Trash and small debris shall be removed from lawn areas during mowing activities.
    - iv. Items exceeding normal policing (e.g., construction materials, furniture, bulk debris) shall be removed on a time-and-materials basis, subject to District approval.
  - f. Pet Waste Stations
    - i. Pet waste stations shall be emptied and bags replenished throughout the contract period.
    - ii. Pet waste in landscaped areas is not the responsibility of the Contractor.
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#### **4. Bed Maintenance**

- i. Beds shall be kept free of weeds through chemical and mechanical control methods.
  - ii. A pre-emergent herbicide shall be applied in late winter or early spring to minimize weed growth.
  - iii. Post-emergent weeds shall be controlled with non-selective herbicide.
  - iv. Commercial applicators shall be licensed by the Colorado Department of Agriculture.
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#### **5. Native Mowing**

- i. All dryland grass areas shall be mowed once in late winter or early spring and once at the end of the growing season. Includes extended detention basins.
  - ii. Native areas located between the rear of homes shall be mowed monthly during the growing season.
  - iii. Additional dryland mowing visits may be performed upon District request.
  - iv. Mowing height shall range between 3.5 and 6.0 inches to promote healthy turf growth.
  - v. Excess clippings shall be blown clear of hard surfaces.
  - vi. Reasonable efforts shall be made to avoid mowing during wet conditions.
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## **6. Tree and Shrub Care**

### **a. Tree Care**

- i. Tree branches under ten (10) feet shall be pruned for clearance purposes; structural and hazard pruning are excluded.
- ii. Grass-free rings shall be maintained around trees in turf areas using non-selective herbicide to prevent mechanical damage.
- iii. Insect and disease control are not included; when infestations meet IPM treatment thresholds, the Contractor shall provide recommendations. Treatments shall be performed on a time-and-materials basis with District approval.

### **b. Shrub Care**

- i. Shrubs shall be selectively pruned throughout the year following best horticultural practices, at the Contractor's discretion. Includes medians.
  - ii. Rejuvenative pruning may be performed when appropriate to promote health and regrowth.
  - iii. Flowering shrubs shall not be pruned while in bloom unless clearance is required.
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## **7. Turf Care**

### **a. Fertilization**

- i. All irrigated turf areas shall be fertilized three (3) times per growing season:
  1. Round 1 (Early Spring): Quick-release fertilizer with pre-emergence herbicide.
  1. Round 2 (Mid-Summer): Fertilizer with fast- and slow-release nutrients, iron, and micronutrients.
  1. Round 3 (Late Summer/Early Fall): Fertilizer with fast- and slow-release nutrients, iron, and micronutrients.

### **b. Weed Control**

- i. Post-emergence turf weeds shall be treated on a curative basis during fertilizer applications using an IPM approach.

### **c. Insect and Disease Control**

- i. Treatments are not included. When infestations meet IPM thresholds, recommendations shall be provided. Treatments shall be approved by the District and performed on a time-and-materials basis.

### **d. Licensing**

- i. Commercial applicators shall be licensed by the Colorado Department of Agriculture.
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## **8. Native Weed Control**

- i. Post-emergence weeds in native areas shall be treated on a curative basis using IPM methods, with the exception of native areas between homes. See ii.
- ii. Native areas located between the rear of homes shall be treated monthly, either mechanically or chemically, during the growing season.

- iii. Insect and disease treatments are not included; recommendations and time-and-materials treatments shall be provided when infestations meet IPM thresholds.
  - iv. Commercial applicators shall be licensed by the Colorado Department of Agriculture.
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## **9. Irrigation Services**

### **a. Activation**

- i. The irrigation system shall be activated and tested annually between March and May.
- ii. Repairs identified during activation shall be performed on a time-and-materials basis with District approval.

### **b. Monthly Management**

- i. Monthly inspections shall include:
  - 1. Running each irrigation zone to verify operation.
  - 1. Visually inspecting sprinkler heads and making adjustments.
  - 1. Adjusting controllers based on weather conditions.
- ii. Repairs identified during inspections shall be completed on a time-and-materials basis with District approval.

### **c. Winterization**

- i. The irrigation system shall be winterized with compressed air before November 1.
  - ii. Above-ground devices shall be wrapped or removed to prevent freeze damage.
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## **10. Snow Removal**

### **a. Snow Plowing**

- i. The Contractor shall plow all drives and parking areas; unpaved surfaces are excluded.
- ii. Primary access paths shall be cleared first during heavy snow or extreme weather, with remaining areas cleared when conditions permit.

### **b. Hand/Light Equipment Clearing**

- i. Sidewalks, entrances, and driveways shall be cleared of snow; unpaved surfaces are excluded.
- ii. Primary access paths shall be cleared first during heavy snow, with remaining areas cleared when conditions permit.

### **c. Chemical Ice Melt**

- i. Chemical ice melt shall only be applied when directed by the District.

### **d. Mobilization and Scheduling**

- i. The Contractor shall mobilize when snow accumulation reaches two (2) inches.
- ii. For accumulations under two (2) inches, mobilization requires District approval.
- iii. For storms of extended duration, primary access paths shall be cleared at the two-inch trigger depth, with full snow removal completed once conditions are favorable.

e. Responsibility

- i. The District shall ensure vehicles and movable obstacles are removed from snow clearance and stockpile areas.
- ii. The Contractor shall only clear areas where and when it is safe and efficient to do so.

## Private Lots (Front Only)

### 1. Spring and Fall Cleanup

- a. Beds
    - i. Landscape beds shall be cleared of leaves and other accumulated debris in front yards twice per year, in spring and fall.
  - b. Turf Areas
    - i. Irrigated turf areas may be mowed during the spring and fall cleanup at the Contractor's discretion.
    - ii. Leaves, sticks, and other debris shall be collected and removed from turf areas during cleanup activities.
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### 2. Aeration

- a. Turf Areas
    - i. All irrigated turf areas shall be core-aerated once per growing season to reduce compaction and promote healthy root growth.
- 

### 3. Weekly Service

- a. Mowing Schedule
  - i. Mowing shall occur biweekly in April (second and fourth weeks) and October (first and third weeks).
  - ii. Mowing shall occur weekly from May through September.
- b. Mowing Standards
  - i. Mower deck height shall be maintained between 2.5" and 3.5", adjusted for weather and growing conditions.
  - ii. Mowing shall be avoided during wet conditions, except when persistent wet conditions are beyond the Contractor's control.
- c. Trimming
  - i. Grass areas inaccessible to mowing equipment shall be string-trimmed on the same schedule as mowing.
- d. Edging
  - i. Concrete surfaces, including sidewalks and driveways, shall be edged once per month throughout the growing season.
  - ii. Edging shall be limited to concrete surfaces; asphalt, brick, decks, and similar surfaces shall be excluded.

e. Clippings and Debris

- i. Clippings shall be blown clear of hard surfaces and manicured beds after each mowing.
- ii. All landscape areas shall be inspected during mowing operations for loose trash, debris, and weeds.
- iii. Trash and small debris shall be removed from lawn areas during mowing activities.

**4. Turf Care**

a. Fertilization

- i. All irrigated turf areas shall be fertilized three (3) times per growing season:
  1. Round 1 (Early Spring): Quick-release fertilizer with pre-emergence herbicide.
  2. Round 2 (Mid-Summer): Fertilizer with fast- and slow-release nutrients, iron, and micronutrients.
  3. Round 3 (Late Summer/Early Fall): Fertilizer with fast- and slow-release nutrients, iron, and micronutrients.

b. Weed Control

- i. Post-emergence turf weeds shall be treated on a curative basis during fertilizer applications using an IPM approach.

c. Licensing

- i. Commercial applicators shall be licensed by the Colorado Department of Agriculture.

**5. Irrigation Services**

a. Activation

- ii. The irrigation system shall be activated annually between March and May.

b. Winterization

- iii. The irrigation system shall be winterized with compressed air before November

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**6. Snow Removal**

a. Snow Plowing

- iv. The Contractor shall plow all walks; unpaved surfaces are excluded.
- v. Primary access paths shall be cleared first during heavy snow or extreme weather, with remaining areas cleared when conditions permit.

b. Hand/Light Equipment Clearing

- vi. Sidewalks shall be cleared of snow; unpaved surfaces are excluded.
- vii. Primary access paths shall be cleared first during heavy snow, with remaining areas cleared when conditions permit.

c. Chemical Ice Melt

- viii. Chemical ice melt shall only be applied when directed by the District.

d. Mobilization and Scheduling

- ix. The Contractor shall mobilize when snow accumulation reaches two (2) inches.
- x. For accumulations under two (2) inches, mobilization requires District approval.

- xi. For storms of extended duration, primary access paths shall be cleared at the two-inch trigger depth, with full snow removal completed once conditions are favorable.
- d. Responsibility
- i. The District shall ensure vehicles and movable obstacles are removed from snow clearance and stockpile areas.
  - ii. The Contractor shall only clear areas where and when it is safe and efficient to do so.

# SUMMARY

## Common Areas

<b>Service Category</b>	<b>Scope of Work</b>	<b>Frequency / Timing</b>
<b>Seasonal Cleanup</b>	Remove debris, prune perennials/grasses, top-dress mulch	2x/year (Spring & Fall)
<b>Turf Care</b>	Mowing, trimming, edging concrete, blowing clippings/debris, trash removal	Weekly (May–Sep); Biweekly (Apr & Oct)
	Core aeration	1x/year
	Fertilization with weed control (pre/post-emergent, micronutrients)	3x/year
<b>Bed Maintenance</b>	Weed control via chemical/mechanical methods, IPM approach	Pre-emergent (late winter/early spring); post-emergent as needed
<b>Native Areas</b>	Mow dryland/native grasses; blow excess clippings	Dryland: 2x/year; Between homes: monthly
<b>Tree &amp; Shrub Care</b>	Clearance pruning, shrub rejuvenation, selective pruning, maintain grass-free tree rings	Year-round
<b>Irrigation</b>	Spring activation, monthly inspections/adjustments, winterization, repairs as needed	Annually; monthly during growing season
<b>Snow Removal</b>	Plow drives/lots; clear sidewalks and entrances; apply ice melt if directed	As needed; mobilize at 2" accumulation

# SUMMARY

## Private Lots (Front Yards Only)

<b>Service Category</b>	<b>Scope of Work</b>	<b>Frequency / Timing</b>
<b>Seasonal Cleanup</b>	Remove debris, prune perennials/grasses, mulch as needed	2x/year (Spring & Fall)
<b>Turf Care</b>	Weekly/biweekly mowing, trimming, edging concrete, blowing clippings/debris, trash removal	Weekly (May–Sep); Biweekly (Apr & Oct)
	Core aeration	1x/year
	Fertilization with weed control	3x/year
<b>Bed Maintenance</b>	Weed control through pre- and post-emergent applications	As scheduled/as needed
<b>Irrigation</b>	Spring activation, monthly checks/adjustments, winterization, repairs as needed	Annually; monthly during growing season
<b>Snow Removal</b>	Shoveling/clearing front walks and drives; apply ice melt if directed	As needed; mobilize at 2" accumulation

## **Exhibit C**

### Independent Contractor Agreement

## INDEPENDENT CONTRACTOR AGREEMENT

[ \_\_\_\_\_ ]

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_], by and between WATERS’ EDGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and \_\_\_\_\_, a Colorado [\_\_\_\_\_] (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 [\_\_\_\_], 20[ ] and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) [\_\_\_\_], 20[ ]. 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 complied 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; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

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. 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.

9. 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.**

10. **EQUAL OPPORTUNITY.** 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.

11. **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.

12. 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.

13. 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.

14. 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 and/or 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 15, below.

15. 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 15 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 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. 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.

17. 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.

18. 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 19. 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.

19. 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 20 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.

20. 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 20 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: Waters' Edge Metropolitan District No. 1  
c/o Public Alliance LLC  
7555 E. Hampden Ave, Suite 501  
Denver, CO 80231  
Attention: Justin Janca, District Manager  
Phone: (720) 213 6621  
Email: [justin@publicalliancellc.com](mailto:justin@publicalliancellc.com)

With a Copy to: WBA, PC  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Robert G. Rogers, Esq.  
Phone: (303) 858-1800  
E-mail: [rrogers@wbapc.com](mailto:rrogers@wbapc.com)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: [ \_\_\_\_\_ ]  
Phone: [ \_\_\_\_\_ ]  
Email: [ \_\_\_\_\_ ]

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 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 B** 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 B**, 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 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 B** 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 B**, 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.

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 the 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:**

**WATERS' EDGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Officer of the District

ATTEST:

By: \_\_\_\_\_

*[District's Signature Page to Independent Contractor Agreement for [\_\_\_\_\_] Services with \_\_\_\_\_, dated [\_\_\_\_\_] , 20[\_\_]]*



**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

**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; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

**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**