

WHEATLANDS METROPOLITAN DISTRICT

SPECIAL MEETING (via Teleconference)

December 8, 2022 at 6:00 p.m.

www.wheatlandsmetro.org

Paulette Martin, President	Term to May 2023
Kathy Barela, Treasurer	Term to May 2025
Rodney DeWalt, Assistant Secretary	Term to May 2023
Sameer Bhatnagar, Assistant Treasurer	Term to May 2023
Brooke Holliman, Secretary	Term to May 2025

Link:

<https://us06web.zoom.us/j/81932605954?pwd=MW9yYVdWR3lNQ3dFTG9YazIvMXdZQT09>

Meeting ID: 819 3260 5954

Passcode: 469789

Call-in Number: 1-720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – 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 per person. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
5. Discuss Oil and Gas Leasing
 - a. General Background Discussion Regarding Oil, Gas, and Mineral Rights
 - b. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., conference with an attorney for the District for the purpose of receiving legal advice as it relates to a proposed Oil and Gas Lease and related documents with Axis Exploration LLC (collectively, the “Oil and Gas Lease”) for real property owned by the District, and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the proposed Oil and Gas Lease
 - c. Return to Regular Session and Board Discussion of Oil and Gas Lease
6. Consider Approval of Oil and Gas Lease Documents
 - a. Oil and Gas Lease
 - b. Addendum to Oil and Gas Lease
 - c. Memorandum of Oil and Gas Lease
 - d. Order of Payment
7. Management Items
 - a. Ratify Work Order No. 2 to Independent Contractor Agreement for General Engineering Services dated December 5, 2018 (Site Plans and Utility Plans for Fields/Courts)
 - b. Consider Approval of Independent Contractor Agreement with LEO Renovations LLC for the Clubhouse Kitchen and Restroom Remodel

- c. Consider Approval of Independent Contractor Agreement with Santa For Hire LLC
 - d. Approve Pay Application No. 8 from Richdell Construction, Inc. and Authorize Publication of Notice of Final Payment
 - e. Other Management Items
8. Other Business
9. Adjourn

2022 Regular Meetings	Location
Second Thursday of each month @ 6:00 p.m.	Wheatlands Clubhouse, 6601 S. Wheatlands Parkway, Aurora, Colorado



November 11, 2022

Ms. Kathy Barela
Wheatlands Metropolitan District
6100 S Wheatlands Parkway
Aurora, CO 80016

RE: Proposal for Wheatlands YMCA fields, Aurora Colorado

Dear Ms. Barela,

Thank you for the opportunity to provide Professional civil engineering services. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the "Agreement") between Elevation Consulting Group Ltd. (Elevation Consulting) and Wheatlands Recreation Authority (the "Client").

Scope of Services

Elevation Consulting will prepare up to three (3) Conceptual Site and Utility Plans depicting proposed site improvements for 1 (one) mini-soccer pitch and 1 (one) Futsal/Pickleball court.

Elevation Consulting will revise the approved civil construction plans for Wheatlands YMCA (COA#219329) sheets 7, 10, 11, 14, 17 and 20 to add construction information for selected Conceptual Site and Utility Plan and submit Authorization to Revise Approved Plans to the City for approval. Elevation will address up to 2 rounds of City review comments, should additional reviews be required, Elevation Consulting Group will complete necessary work to address comments at the attached hourly rates once approved by Client.

Schedule of Fees

Lump Sum \$14,000.00

Exclusions to the Scope of Services

- Engineering Services other than those specifically included in the scope above.

Reimbursable Expenses

Non labor expenses including printing, deliveries, mileage, parking, postage and other miscellaneous expenses will be billed at cost. All sub-consultants will be billed at cost plus 10%.

Invoicing

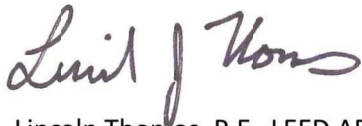
It shall be noted that this proposal is based on our best understanding of the project. The fee estimate provided is based on a standard schedule of work for this project; compressed schedule or unforeseen conditions may require Elevation Consulting to revisit our scope of service and this fee estimate with the client.

Invoicing shall be monthly and payable within 30 days of invoice dated. Services for changes not part of this scope of services will be billed per the rates given in the attached schedule of fees, after receiving written authorization from Client. Elevation Consulting holds the right to stop work on any phase of the projects, should payment be delayed by more than 45 days.

We appreciate this opportunity and look forward to working with you. If you have any questions, please feel free to contact me at 303-204-5065 at your earliest convenience.

Sincerely,

Elevation Consulting Group



Lincoln Thomas, P.E., LEED AP
Principal

Accepted

This agreement, together with the Elevation Consulting terms and conditions and any other attachments, here to are made a part of an entire agreement between both parties, binding all successors and assigns. The terms of this contract covers all work performed prior to the execution of this contract. We trust this proposal is acceptable and complete and we look forward to exceeding your expectations.

I hereby authorize Elevation Consulting Group, Ltd. to proceed with the defined scope of work as described above.

Wheatlands Metropolitan District

Date

Attachments: Terms and Conditions

Schedule of Fees

Work Order No. 2 to Independent Contractor Agreement for General Engineering Services dated December 5, 2018 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement shall apply to the Scope of Services set forth in the Work Order.

District: Paulette Martin Date: Nov 16, 2022

Contractor: Lincoln Thomas Date: 11/16/2022

TERMS AND CONDITIONS

Elevation Consulting Group, Ltd., hereinafter referred to as the Firm, shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments:

Invoices for the Firm's services shall be submitted at the Firm's option either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited to the final invoice.

Late Payments:

At the sole decision of the Firm, accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees. In addition, services being performed by the Firm will cease upon written notice to the Client for accounts unpaid 30 days after the invoice date.

Claims and Disputes:

The Client and Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Client and Firm waive all claims and causes of action not commenced in accordance with the Agreement.

To the extent damages are covered by property insurance, the Client and Firm waive all rights against each other and against contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Firm, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Client shall indemnify and hold the Firm, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, the Contractor or the employees, consultants or subcontractors of either of them.

The Firm and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

If the Client authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Firm or its consultants, the Client shall indemnify and hold harmless the Firm, the Firm's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Firm's services, the Firm may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Client and Firm shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate

demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Agreement, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Agreement, the method of binding dispute resolution shall be Arbitration.

Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Risk Allocation:

In recognition of the relative risks, regards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the value of this contract or \$50,000.00, whichever is less. Such causes include but are not limited to the Firm's negligence, errors, omissions, strict liability breach of contract, or breach of warranty.

Certifications, Guarantees and Warranties:

The Firm shall not be required to sign any documents, no matter by whom requested, that would result in the Firm's having to certify, guarantee or warrant the existence of conditions whose existence the Firm cannot ascertain. The Client also agrees not to make resolution of any dispute with the Firm or payment of any amount due to the Firm in any way contingent upon the Firm's signing any such certification.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.



SCHEDULE OF FEES

Effective January 1, 2022

	Classification	Hourly Rate
Engineering		
	Principal	\$200.00
	Senior Project Manager	\$175.00
	Project Manager	\$150.00
	Senior Project Engineer	\$125.00
	Project Engineer	\$110.00
	Design Engineer	\$100.00
	CAD Technician	\$ 95.00
Expenses		
	Bond (24" x 36")	\$5.00 Each
	Vellum (24" x 36")	\$10.00 Each
	Mylar (24" x 36")	\$17.00 Each
	Color Bond (24" x 36")	\$15.00 Each
	Color Vellum (24" x 36")	\$17.00 Each
	Color Mylar (24" x 36")	\$20.00 Each
	Bond (30" x 42")	\$10.00 Each
	Vellum (30" x 42")	\$15.00 Each
	Mylar (30" x 42")	\$25.00 Each
	Color Bond (30" x 42")	\$20.00 Each
	Color Vellum (30" x 42")	\$25.00 Each
	Color Mylar (30" x 42")	\$30.00 Each
	B/W Scan (24" x 36")	\$10.00 Each
	Color Scan (24" x 36")	\$30.00 Each
	B/W Scan (30" x 42")	\$15.00 Each
	Color Scan (30" x 42")	\$40.00 Each
	Photocopies (B/W)	\$0.25/Copy
	Photocopies (Color)	\$0.75/Copy
	Mileage	\$0.585/Mile
	Electronic Files on CD	\$5.00/Each

Non-Labor expenses such as deliveries, tolls, parking, blueprints, photographs, and other miscellaneous expenses will be billed at cost or at the minimum costs listed above. All sub-consultants will be billed at cost + 10%. Rates are in effect until December 31, 2022 and may be superseded by a new schedule after that date.

INDEPENDENT CONTRACTOR AGREEMENT (CLUBHOUSE REMODEL SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 8th day of December 2022, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), an LEO RENOVATIONS 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 18 hereof; or (ii) December 31, 2023. 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 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.

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. 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 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:

Wheatlands Metropolitan District
c/o YMCA at Wheatlands
6100 S. Kewaunee Way
Aurora, CO 80016
Attention: Isabell Rodau
Phone: (720) 524-2763
Email: irodau@denverymca.org

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:

LEO Renovations LLC

[_____]
[_____]

Attention: Edgar Estrada

Phone: [_____]

Email: leorenovations79@gmail.com

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 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 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 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:
WHEATLANDS METROPOLITAN
DISTRICT, 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 Clubhouse Remodel
Services with LEO Renovations LLC, dated December 8, 2022***

LEO RENOVATIONS LLC, a Colorado limited liability company

Title

Notary Public

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EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include the following renovations services pursuant to work orders approved and executed by an authorized representative of the District and the Contractor. The Compensation Schedule shall be detailed pursuant to such work orders approved and executed by an authorized representative of the District and the Contractor.

Kitchen:

- Demo of existing cabinets and countertops.
- Remove all the wall mounted items like first aid kits, fire extinguisher, etc. and reinstall them.
- Drywall repairs.
- Keeping existing refrigerator but dispose of old dishwasher and sink.
- Some plumbing and Electrical work - move electrical for undercounter.
- microwave, align sink plumbing, and install new disposal.
- Installation of new cabinets.
- Installation of new countertops.
- Installation of new tile backsplash.
- Cabinet hardware installation.
- Paint the little bit of wall space open.

Men and Women's Bathroom:

- Painting the walls from the top of the tile to the ceiling.
- Paint the existing Partitions Black (same as the pool bathroom partitions) Not just regular paint but something that's hardy like an epoxy.
- Remove wood trim at ceiling and do necessary patch work prior to painting.
- Remove existing vanity countertops, sink, faucets.
- Plumbing work.
- New vanities, sinks and faucets - want to explore floating or floating.
- with metal legs if necessary.
- Keep existing Mirrors but install new vanity lights - some electrical work.

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. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. 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,

Leo Renovations LLC

is a

Limited Liability Company

formed or registered on 06/14/2022 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 20221584325 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/30/2022 that have been posted, and by documents delivered to this office electronically through 12/05/2022 @ 09:48:41 .

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 12/05/2022 @ 09:48:41 in accordance with applicable law. This certificate is assigned Confirmation Number 14510878 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

WHEATLANDS METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Santa for Hire, LLC

Title of Agreement/Contract: Santa Clause Rental Services

Agreement/Contract Date: December 8, 2022

This Contract ("Agreement") is made by and between Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "**Services**"): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. 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. 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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) 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 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense

and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. 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 substantially and materially to the preparation of this Agreement.

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

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. 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.

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:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule

APPLICATION AND CERTIFICATE FOR PAYMENT

COVER

TO OWNER:

Wheatlands Metropolitan District
White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave. Suite 2000
Centennial, CO 80122

Attn: Lianne Dominguez
Liz Wolfman
Paulette Martin

APPLICATION NO: 8
PERIOD TO: 11/30/2022

Distribution to:

OWNER ☒
ARCHITECT ☒

FROM CONTRACTOR:

Richdell Construction, Inc
7905 West 120th Avenue
Broomfield, CO 80020
Telephone: 303-252-0809

CONTRACT FOR: Wheatlands Park Phase II Impvts.
CONTRACT DATE: 2/15/2022
PROJECT NOS:

CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

1. TOTAL CONTRACT	\$	1,648,000.00
2. NET CHANGE BY CHANGE ORDERS/GMP'S		\$32,458.09
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,680,458.09
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,576,917.14
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work		\$78,845.86

Total Retainage

Total in Column I of G703) \$78,845.86

6. TOTAL EARNED LESS RETAINAGE	\$	1,498,071.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$1,297,461.20
8. CURRENT PAYMENT DUE		\$200,610.08
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4)	\$103,540.95	
PLUS RETAINAGE (Line 3 less Line 6)		\$182,386.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total changes approved current month	\$32,458.09	\$0.00
TOTALS	\$32,458.09	\$0.00
NET CHANGES by Change Order	\$32,458.09	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [COMPANY]

By: *[Signature]*
State of: COLORADO
County of: LARIMER
Subscribed and sworn to before me this day of

Date: 11-29-2022
Mary R Skiff
Notary Public
State of Colorado
Notary ID 19954011220
My Commission Expires July 20, 2023

Notary Public: *[Signature]*
My Commission expires: 7/20/2023

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$200,610.08

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 12/05/22

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

COVER

CONTINUATION SHEET

APPLICATION NO: 8
 PERIOD TO: 11/30/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS:

						WORK	COMPLETED	PERIOD	MATERIALS	TOTAL		BALANCE	Retainage rate	RETAINAGE
ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	PRESENTLY STORED (NOT IN F OR G)	COMPLETED AND STORED TO DATE (F+G+H)	% (I+E)	TO FINISH (E-I)	(10% retained to 50% completion) max 5% of total contract	(IF VARIABLE RATE)
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$72,000.00	10.00%	\$ 8,000.00	\$0.00	\$ 80,000.00	100%	\$0.00	5%	\$ 4,000.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$20,000.00	0.00%	\$ -	\$0.00	\$ 20,000.00	100%	\$0.00	5%	\$ 1,000.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
04	Site Prep & Demo	1	LS	\$ 45,000.00	\$45,000.00	\$45,000.00	0.00%	\$ -	\$0.00	\$ 45,000.00	100%	\$0.00	5%	\$ 2,250.00
05	Tree Retention & Protection	1	LS	\$ 1,000.00	\$1,000.00	\$1,000.00	0.00%	\$ -	\$0.00	\$ 1,000.00	100%	\$0.00	5%	\$ 50.00
06	Erosion and Sediment Control	1	LS	\$ 26,000.00	\$26,000.00	\$24,700.00	5.00%	\$ 1,300.00	\$0.00	\$ 26,000.00	100%	\$0.00	5%	\$ 1,300.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$70,000.00	0.00%	\$ -	\$0.00	\$ 70,000.00	100%	\$0.00	5%	\$ 3,500.00
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$10,400.00	0.00%	\$ -	\$0.00	\$ 10,400.00	100%	\$0.00	5%	\$ 520.00
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$18,725.00	30.00%	\$ 8,025.00	\$0.00	\$ 26,750.00	100%	\$0.00	5%	\$ 1,337.50
10	6" Perforated HDPE Pipe	240	LF	\$ 40.00	\$9,600.00	\$9,600.00	0.00%	\$ -	\$0.00	\$ 9,600.00	100%	\$0.00	5%	\$ 480.00
11	6" PVC Pipe	390	LF	\$ 38.00	\$14,820.00	\$14,820.00	0.00%	\$ -	\$0.00	\$ 14,820.00	100%	\$0.00	5%	\$ 741.00
12	8" PVC Pipe	135	LF	\$ 50.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
13	12" PVC Pipe	65	LF	\$ 75.00	\$4,875.00	\$4,875.00	0.00%	\$ -	\$0.00	\$ 4,875.00	100%	\$0.00	5%	\$ 243.75
14	8" Drain Basin	5	EA	\$ 1,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
15	10" Drain Basin	4	EA	\$ 1,600.00	\$6,400.00	\$6,400.00	0.00%	\$ -	\$0.00	\$ 6,400.00	100%	\$0.00	5%	\$ 320.00
16	12" Drain Basin	1	EA	\$ 2,000.00	\$2,000.00	\$2,000.00	0.00%	\$ -	\$0.00	\$ 2,000.00	100%	\$0.00	5%	\$ 100.00
17	15" Drain Basin	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
18	24" Drain Basin	1	EA	\$ 4,500.00	\$4,500.00	\$4,500.00	0.00%	\$ -	\$0.00	\$ 4,500.00	100%	\$0.00	5%	\$ 225.00
19	Modified Type C Inlet	1	EA	\$ 6,000.00	\$6,000.00	\$6,000.00	0.00%	\$ -	\$0.00	\$ 6,000.00	100%	\$0.00	5%	\$ 300.00
20	6" Mitered Drain	2	EA	\$ 750.00	\$1,500.00	\$1,500.00	0.00%	\$ -	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
21	12" Mitered Drain	1	EA	\$ 2,200.00	\$2,200.00	\$2,200.00	0.00%	\$ -	\$0.00	\$ 2,200.00	100%	\$0.00	5%	\$ 110.00
22	Irrigation System Modification	1	LS	\$ 120,000.00	\$120,000.00	\$108,000.00	10.00%	\$ 12,000.00	\$0.00	\$ 120,000.00	100%	\$0.00	5%	\$ 6,000.00
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$10,596.00	20.00%	\$ 2,649.00	\$0.00	\$ 13,245.00	100%	\$0.00	5%	\$ 662.25
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$22,958.00	48.00%	\$ 21,192.00	\$0.00	\$ 44,150.00	100%	\$0.00	5%	\$ 2,207.50
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
26	Chinquapin Oak 2.5"	3	EA	\$ 750.00	\$2,250.00	\$2,250.00	0.00%	\$ -	\$0.00	\$ 2,250.00	100%	\$0.00	5%	\$ 112.50
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$1,500.00	0.00%	\$ -	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
28	Golden Raintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
30	London Plaintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
32	Skyline Honeylocust 2.5"	7	EA	\$ 750.00	\$5,250.00	\$5,250.00	0.00%	\$ -	\$0.00	\$ 5,250.00	100%	\$0.00	5%	\$ 262.50
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
34	Neon Flash Spirea #5	236	EA	\$ 50.00	\$11,800.00	\$11,800.00	0.00%	\$ -	\$0.00	\$ 11,800.00	100%	\$0.00	5%	\$ 590.00
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$3,840.00	0.00%	\$ -	\$0.00	\$ 3,840.00	100%	\$0.00	5%	\$ 192.00
36	Royal Gold Wodwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$6,000.00	0.00%	\$ -	\$0.00	\$ 6,000.00	100%	\$0.00	5%	\$ 300.00
37	Dwarf Fountain Grass Hemeln #5	217	EA	\$ 65.00	\$14,105.00	\$14,105.00	0.00%	\$ -	\$0.00	\$ 14,105.00	100%	\$0.00	5%	\$ 705.25
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$672.00	0.00%	\$ -	\$0.00	\$ 672.00	100%	\$0.00	5%	\$ 33.60
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$3,720.00	0.00%	\$ -	\$0.00	\$ 3,720.00	100%	\$0.00	5%	\$ 186.00
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$3,584.00	0.00%	\$ -	\$0.00	\$ 3,584.00	100%	\$0.00	5%	\$ 179.20
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$7,875.00	0.00%	\$ -	\$0.00	\$ 7,875.00	100%	\$0.00	5%	\$ 393.75
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$3,689.00	44.11%	\$ 2,911.00	\$0.00	\$ 6,600.00	100%	\$0.00	5%	\$ 330.00
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$16,804.00	31.41%	\$ 7,696.00	\$0.00	\$ 24,500.00	100%	\$0.00	5%	\$ 1,225.00
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$16,926.00	61.00%	\$ 26,474.00	\$0.00	\$ 43,400.00	100%	\$0.00	5%	\$ 2,170.00
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00	\$14,105.00	69.00%	\$ 31,395.00	\$0.00	\$ 45,500.00	100%	\$0.00	5%	\$ 2,275.00
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00	\$14,234.81	-0.25%	\$ (34.81)	\$0.00	\$ 14,200.00	100%	\$0.00	5%	\$ 710.00
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00	\$12,028.82	28.40%	\$ 4,771.18	\$0.00	\$ 16,800.00	100%	\$0.00	5%	\$ 840.00
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00	\$5,000.00	50.00%	\$ 5,000.00	\$0.00	\$ 10,000.00	100%	\$0.00	5%	\$ 500.00
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00	\$7,500.00	0.00%	\$ -	\$0.00	\$ 7,500.00	100%	\$0.00	5%	\$ 375.00
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00	\$5,250.00	0.00%	\$ -	\$0.00	\$ 5,250.00	50%	\$5,250.00	5%	\$ 262.50
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00	\$9,000.00	0.00%	\$ -	\$0.00	\$ 9,000.00	100%	\$0.00	5%	\$ 450.00
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00	\$0.00	100.00%	\$ 600.00	\$0.00	\$ 600.00	100%	\$0.00	5%	\$ 30.00

CONTINUATION

CONTINUATION SHEET

APPLICATION NO: 8
 PERIOD TO: 11/30/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	%(I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
53	Basketball Court Striping	1	LS	\$ 3,000.00	\$3,000.00	\$0.00	100.00%	\$ 3,000.00	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00	\$191,100.00	0.00%	\$ -	\$0.00	\$ 191,100.00	100%	\$0.00	5%	\$ 9,555.00
55	Post-Tensioned Concrete Pavement	6450	SF	\$ 15.00	\$96,750.00	\$96,750.00	0.00%	\$ -	\$0.00	\$ 96,750.00	100%	\$0.00	5%	\$ 4,837.50
56	Concrete Curb	290	LF	\$ 50.00	\$14,500.00	\$14,500.00	0.00%	\$ -	\$0.00	\$ 14,500.00	100%	\$0.00	5%	\$ 725.00
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00	\$3,200.00	0.00%	\$ -	\$0.00	\$ 3,200.00	100%	\$0.00	5%	\$ 160.00
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00	\$5,200.00	0.00%	\$ -	\$0.00	\$ 5,200.00	100%	\$0.00	5%	\$ 260.00
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00	\$12,000.00	0.00%	\$ -	\$0.00	\$ 12,000.00	100%	\$0.00	5%	\$ 600.00
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00	\$4,400.00	0.00%	\$ -	\$0.00	\$ 4,400.00	100%	\$0.00	5%	\$ 220.00
62	Structural Concrete (stairs)	12	CY	\$ 1,750.00	\$21,000.00	\$21,000.00	0.00%	\$ -	\$0.00	\$ 21,000.00	100%	\$0.00	5%	\$ 1,050.00
63	Structural Concrete (cheekwalls)	22	CY	\$ 1,850.00	\$40,700.00	\$40,700.00	0.00%	\$ -	\$0.00	\$ 40,700.00	100%	\$0.00	5%	\$ 2,035.00
64	Structural Concrete (shelter columns)	76	CY	\$ 1,740.00	\$132,240.00	\$132,240.00	0.00%	\$ -	\$0.00	\$ 132,240.00	100%	\$0.00	5%	\$ 6,612.00
65	Manufactured Stone Veneer	1225	FF	\$ 40.00	\$49,000.00	\$36,750.00	25.00%	\$ 12,250.00	\$0.00	\$ 49,000.00	100%	\$0.00	5%	\$ 2,450.00
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$28,350.00	5%	\$ -
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,689.00	5%	\$ -
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00	\$5,500.00	0.00%	\$ -	\$0.00	\$ 5,500.00	11%	\$42,500.00	5%	\$ 275.00
69	Handrail	70	LF	\$ 240.00	\$16,800.00	\$0.00	100.00%	\$ 16,800.00	\$0.00	\$ 16,800.00	100%	\$0.00	5%	\$ 840.00
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00	\$135,251.00	20.00%	\$ 34,737.00	\$0.00	\$ 169,988.00	98%	\$3,697.00	5%	\$ 8,499.40
									\$ -					
	Change Order #1	1	LS	\$ 25,068.69	\$25,068.69	\$0.00	20.00%	\$ 5,013.74	\$0.00	\$ 5,013.74	20%	\$20,054.95	5%	\$ 250.69
	Change Order #2	1	LS	\$ 7,389.40	\$7,389.40	\$0.00	100.00%	\$ 7,389.40	\$0.00	\$ 7,389.40	100%	\$0.00	5%	\$ 369.47
			(Unit)											
TOTAL		#REF!			\$1,680,458.09	\$1,365,748.63		\$211,168.51	\$0.00	\$1,576,917.14	94%	\$103,540.95	max 5%	\$ 78,845.86