

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Otis Moore, III	Treasurer	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2023
Blake Amen	Assistant Secretary	2023/May 2023
Ann Finn	Secretary	

DATE: January 23, 2023

TIME: 1:00 p.m.

PLACE: VIA Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/84356862246?pwd=MjdWemR5bUU0QWpScFlvd25SUnltZ09>

Meeting ID: 843 5686 2246

Passcode: 018446

One tap mobile

+17193594580,,84356862246#,,,*018446# US

+16699006833,,84356862246#,,,*018446# US (San Jose)

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of meeting and posting of meeting notices. Designate 24-hour posting location.

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

- Review and approve Minutes of the October 24, 2022 Regular Meeting (**DHP, CIC No. 13 and CIC No. 14**) (enclosures).

III. PUBLIC COMMENTS

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

- A. Review and ratify approval of the payment of claims for the period beginning _____, 2022 through _____, 2022, in the amount of \$_____ (**DHP**) (to be distributed).
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- B. Review and accept the Financial Statements dated _____, 2022 and Cash Position Schedule, dated _____, 2022, updated as of _____, 2022 (**DHP, CIC No. 13, CIC No. 14**) (to be distributed).
-

V. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 15, dated _____, 2023, prepared by Schedio Group LLC, for the amount of \$_____ (to be distributed) (**DHP, CIC No. 13, CIC No. 14**).
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- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 15 (**DHP, CIC No. 13, CIC No. 14**).
-
- C. Consider approval, ratification or acknowledgment (as appropriate) of reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 15 (**DHP, CIC No. 13, CIC No. 14**).
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- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 15 (**DHP, CIC No. 13, CIC No. 14**).
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- E. Consider ratifying approval of Requisition No. __ under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$_____ (**DHP, CIC No. 13, CIC No. 14**- (to be distributed).
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- F. Consider approval of Service Agreement for Denver High Point at DIA Landscape Maintenance between the District and All Phase Landscape Construction, Inc. (DHP) (enclosure).”
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VI. OPERATIONS AND MAINTENANCE

- A. _____

VII. LEGAL MATTERS

- A. _____

VIII. OTHER BUSINESS

- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 27, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD OCTOBER 24, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the Denver High Point at DIA Metropolitan District (referred to hereafter as the "District") was convened on Monday, the 24th day of October, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick

Following discussion, upon motion duly made by Director Klein Seconded by Director Laudick and, upon vote, unanimously carried, the absence of Director Otis Moore, III, was excused.

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the agenda was approved, as amended.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxing electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the August 25, 2022 and September 29, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Minutes of the August 25, 2022 and September 29, 2022 Special Meetings.

Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on the 4th Monday of each month at 1:00 p.m. via conference call.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-01, Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Requirements of §32-1-809, C.R.S.: The Board discussed the requirements of §32-1-809, C.R.S., (Transparency Notice) and the mode of eligible elector notification for 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

Board Appointments: The Board discussed the vacancies on the Board and considered the appointments of qualified individuals Megan Waldschmidt and Blake Amen to the Board of Directors. It was noted that the Notice of Vacancy was published on September 20, 2022, and that no letters of interest from eligible electors were received by the District within 10 days following such publication.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed Megan Waldschmidt and Blake Amen to the Board of Directors.

Appointment of Officers: Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt
Assistant Secretary	Blake Amen

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Claims: There were no claims at this time.

Financial Statements and Cash Position Schedule: No financial statements or cash position schedule were presented.

Preparation of 2022 Audit: The Board considered the engagement of Schilling & Company, Inc. for preparation of the 2022 Audit, for an amount not to exceed \$5,000.00.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. for preparation of the 2022 Audit, for an amount not to exceed \$5,000.00.

CliftonLarsonAllen LLP 2023 Scope of Work: The Board reviewed the CliftonLarsonAllen LLP 2023 Scope of Work.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP 2023 Scope of Work.

2022 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing

RECORD OF PROCEEDINGS

was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review, the Board determined that no amendment to the 2022 Budget was required.

2023 Budget Hearing: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2022 revenues and expenditures and the proposed 2023 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-10-02 to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-10-03 to Set Mill Levies (for the General Fund at 0.000 mills, the Debt Service Fund at 0.000 mills, and for Contractual Obligations - Regional at 15.000 mills, for a total mill levy of 15.000 mills). Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the City and County of Denver on or before December 10, 2022. Mr. Leavitt was authorized to transmit the Certification of Mill Levies to the City and County of Denver not later than December 15, 2022. Ms. Finn was authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the City and County of Denver and other interested parties.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and Director Klein to execute the DLG-70 Mill Levy Certification form, and directed CliftonLarsonAllen LLP to file the Certification form with the City and County of Denver and other interested parties.

RECORD OF PROCEEDINGS

Preparation of 2024 Budget: The Board considered the appointment of the District Accountant to prepare the 2024 Budget.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Acceptance of Verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report: The Board discussed the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report: The Board discussed the reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by

RECORD OF PROCEEDINGS

Director Laudick and, upon vote, unanimously carried, the Board approved the reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report:

The Board discussed requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 14.

Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds: The Board discussed Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

OPERATIONS AND MAINTENANCE

Service Agreement for Denver High Point at DIA Landscape Maintenance Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.:

The Board discussed the Service Agreement for Denver High Point at DIA Landscape Maintenance Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved Service Agreement for Denver High Point at DIA Landscape Maintenance Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.

Service Agreement for Denver High Point at DIA Snow Removal Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.:

The Board reviewed the Service Agreement for Denver High Point at DIA Snow Removal Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Service Agreement for Denver High Point at DIA Snow Removal Services between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc.

LEGAL MATTERS

May 2, 2023 Regular Directors' Election: The Board discussed the May 2, 2023 Regular Directors' Election and considered the adoption of Resolution No. 2022-10-04; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the May 2, 2023 Regular Directors' Election and adopted Resolution No. 2022-10-04; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: The Board discussed Resolution No. 2022-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees: The Board discussed Resolution No. 2022-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver

RECORD OF PROCEEDINGS

and effective January 1, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

OTHER BUSINESS

The Board confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 6, 2022.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD OCTOBER 24, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 13 (referred to hereafter as the "District") was convened on Monday, the 24th day of October, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick

Following discussion, upon motion duly made by Director Klein Seconded by Director Laudick and, upon vote, unanimously carried, the absence of Director Otis Moore, III, was excused.

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the agenda was approved, as amended.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the August 25, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Minutes of the August 25, 2022 Special Meeting.

Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on the 4th Monday of each month at 1:00 p.m. via conference call.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-01, Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Requirements of §32-1-809, C.R.S.: The Board discussed the requirements of §32-1-809, C.R.S., (Transparency Notice) and the mode of eligible elector notification for 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

Board Appointments: The Board discussed the vacancies on the Board and considered the appointments of qualified individuals Megan Waldschmidt and Blake Amen to the Board of Directors. It was noted that the Notice of Vacancy was published on September 20, 2022, and that no letters of interest from eligible electors were received by the District within 10 days following such publication.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed Megan Waldschmidt and Blake Amen to the Board of Directors.

Appointment of Officers: Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt
Assistant Secretary	Blake Amen

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Financial Statements and Cash Position Schedule: No financial statements or cash position schedule were presented.

Preparation of 2022 Audit Exemption: The Board considered the appointment of the District Accountant to prepare the Application for Exemption from Audit for 2022.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2022.

CliftonLarsonAllen LLP 2023 Scope of Work: The Board reviewed the CliftonLarsonAllen LLP 2023 Scope of Work.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP 2023 Scope of Work.

2022 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

RECORD OF PROCEEDINGS

Following review, the Board determined that no amendment to the 2022 Budget was required.

2023 Budget Hearing: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2022 revenues and expenditures and the proposed 2023 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-10-02 to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-10-03 to Set Mill Levies (for the General Fund at 11.031 mills, for the Debt Service Fund at 55.158 mills, and for Contractual Obligations - Regional at 16.547 mills, for a total mill levy of 82.736 mills). Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the City and County of Denver on or before December 10, 2022. Mr. Leavitt was authorized to transmit the Certification of Mill Levies to the City and County of Denver not later than December 15, 2022. Ms. Finn was authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan: The Board discussed Resolution No. 2022-10-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the City and County of Denver and other interested parties.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and Director Klein to execute the DLG-70 Mill Levy Certification form, and directed CliftonLarsonAllen LLP to file the Certification form with the City and County of Denver and other interested parties.

Preparation of 2024 Budget: The Board considered the appointment of the District Accountant to prepare the 2024 Budget.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Acceptance of Verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report: The Board discussed the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside)

RECORD OF PROCEEDINGS

between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report: The Board discussed the reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report: The Board discussed requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 14.

Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds: The Board discussed Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

LEGAL MATTERS

May 2, 2023 Regular Directors’ Election: The Board discussed the May 2, 2023 Regular Directors’ Election and considered the adoption of Resolution No. 2022-10-05; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the May 2, 2023 Regular Directors’ Election and adopted Resolution No. 2022-10-05; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the

RECORD OF PROCEEDINGS

Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: The Board discussed Resolution No. 2022-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

OTHER BUSINESS

The Board confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 6, 2022.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD OCTOBER 24, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 14 (referred to hereafter as the "District") was convened on Monday, the 24th day of October, 2022, at 1:00 p.m., via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick

Following discussion, upon motion duly made by Director Klein Seconded by Director Laudick and, upon vote, unanimously carried, the absence of Director Otis Moore, III, was excused.

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the agenda was approved, as amended.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxing electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the August 25, 2022 and September 29, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Minutes of the August 25, 2022 and September 29, 2022 Special Meetings.

Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2022-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on the 4th Monday of each month at 1:00 p.m. via conference call.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-01, Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Requirements of §32-1-809, C.R.S.: The Board discussed the requirements of §32-1-809, C.R.S., (Transparency Notice) and the mode of eligible elector notification for 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

Board Appointments: The Board discussed the vacancies on the Board and considered the appointments of qualified individuals Megan Waldschmidt and Blake Amen to the Board of Directors. It was noted that the Notice of Vacancy was published on September 20, 2022, and that no letters of interest from eligible electors were received by the District within 10 days following such publication.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed Megan Waldschmidt and Blake Amen to the Board of Directors.

Appointment of Officers: Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt
Assistant Secretary	Blake Amen

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Financial Statements and Cash Position Schedule: No financial statements or cash position schedule were presented.

Preparation of 2022 Audit: The Board considered the engagement of Schilling & Company, Inc. for preparation of the 2022 Audit, for an amount not to exceed \$5,000.00.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. for preparation of the 2022 Audit, for an amount not to exceed \$5,000.00.

CliftonLarsonAllen LLP 2023 Scope of Work: The Board reviewed the CliftonLarsonAllen LLP 2023 Scope of Work.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP 2023 Scope of Work.

2022 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were

RECORD OF PROCEEDINGS

received, and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-02 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2023 Budget Hearing: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2022 revenues and expenditures and the proposed 2023 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-10-03 to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-10-04 to Set Mill Levies (for the General Fund at 10.224 mills, the Debt Service Fund at 51.122 mills, and for Contractual Obligations - Regional at 15.336 mills, for a total mill levy of 76.682 mills). Upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the City and County of Denver on or before December 10, 2022. Mr. Leavitt was authorized to transmit the Certification of Mill Levies to the City and County of Denver not later than December 15, 2022. Ms. Finn was authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan: The Board discussed Resolution No. 2022-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

RECORD OF PROCEEDINGS

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the City and County of Denver and other interested parties.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and Director Klein to execute the DLG-70 Mill Levy Certification form, and directed CliftonLarsonAllen LLP to file the Certification form with the City and County of Denver and other interested parties.

Preparation of 2024 Budget: The Board considered the appointment of the District Accountant to prepare the 2024 Budget.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 14, dated October 24, 2022, prepared by Schedio Group LLC, for the amount of \$314,573.83.

Acceptance of Verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report: The Board discussed the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 14.

RECORD OF PROCEEDINGS

Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report: The Board discussed the reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 14.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report: The Board discussed requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 14.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 14.

Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds: The Board discussed Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved Requisition No. 59 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$314,573.83.

LEGAL MATTERS

May 2, 2023 Regular Directors’ Election: The Board discussed the May 2, 2023 Regular Directors’ Election and considered the adoption of Resolution No. 2022-10-06; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the May 2, 2023 Regular Directors’ Election and adopted Resolution No. 2022-10-06;

RECORD OF PROCEEDINGS

Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees: The Board discussed Resolution No. 2022-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2023.

OTHER BUSINESS

The Board confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 6, 2022.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Klein, seconded by Director Laudick and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA LANDSCAPE MAINTENENCE**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA LANDSCAPE MAINTENANCE (this “**Agreement**”) is entered into the 1st day of October 2022, by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ALL PHASE LANDSCAPE CONSTRUCTION, INC.**, (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District as set forth in **Exhibit B** hereto, attached and incorporated herein (“**Specifications**”) for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 **Duties of Consultant.** The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed 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 or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

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

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto. The Consultant 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**, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses; however, the Consultant shall not be required to obtain prior approval for irrigation system repairs of up to \$300.00 per day. Irrigation system repairs shall be billed on a time and materials basis. All pricing for additional work shall be pre-approved by the District.

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District regular invoices, in a form acceptable to the District. Invoices shall be paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2022. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this

Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Denver, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Aurora, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

5.16 Warranty. The Limited Liability Warranty attached hereto as **Exhibit D**, is incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). **ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A-Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A-Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and containment pruning throughout the contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other additional pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A-Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A-Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.**
- 4) Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. **SURCHARGES** – Contractor may add a **fuel surcharge** to any invoice at the time of billing. Contractor will charge a 2% surcharge on **all credit card transactions** for any invoice paid by credit card.

PLEASE INITIAL: _____ / _____
Contracting / date Contractor / date
Officer (All Phase Landscape)
Page 5 of 6

Attachment I

Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.**

Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * Contractor is available to assist with the preparation / formulation of landscape plans for the winter / following year growing season..

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

Rates for Time & Materials (T&M) work (Equipment rates include Operator) ***

Job Tech. (labor)	\$50.00 per/hr.	String Trimmer	\$59.00 per/hr.
Job Foreman	\$66.00 per/hr.	Mower	\$81.00 per/hr.
Arbor Care Foreman	\$71.00 per /hr.	2 Ton Flat Bed Dump	\$84.00 per/hr.
Irrigation Technician	\$71.00 per/hr.	Hand Tiller	\$66.00 per/hr.
Irrigation Technician:		Brush Hog (6' mower)	\$87.00 per/hr.
Emergency Repair	\$121.00 per/hr.	Batwing Mower	\$150.00 per/hr.
(portal to portal, response within 24 hours)		Skid Steer	\$72.00 per/hr.
Account Mgr./ Project. Mgr.	\$99.00 per/hr.	Backhoe	\$138.00 per/hr.
Director	\$146.00 per/hr.	Trencher - small	\$88.00 per/hr.
Executive	\$174.00 per/hr.	Grading Tractor (small)	\$99.00 per/hr.
Spray Technician	\$70.00 per/hr.	1 1/2 - 2 Yard Loader	\$110.00 per/hr.
Water Truck	\$72.00 per/hr.	2 1/2 - 3 Yard Loader	\$225.00 per/hr.
Pick up Truck (1 ton)	\$84.00 per/hr.		

Irrigation backflow test (repairs needed to pass backflow are not included in test price) = \$150.00 per backflow

Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each yearly/seasonal anniversary date.

*** All rates are for labor, are hourly and based a 40 hour work week. Any work over the 40 hrs of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated above). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Rates are also available for other equipment that is not listed. Contractor will NOT invoice third parties. Contractor may add a fuel surcharge to any invoice at the time of billing. Contractor will charge a 2% surcharge on all credit card transactions for any invoice paid by credit card.

Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

Snow moving services are not provided for under this contract. A separate Snow Moving Agreement proposal may be provided upon request, subject to the discretion of the Contractor.

PLEASE INITIAL: _____

X

Contracting / date
Officer

Contractor / date
(All Phase Landscape)
Page 6 of 6



DENVER HIGH POINT at DIA
METROPOLITAN DISTRICT

[landscape maintenance service
areas, as highlighted]

 (green) = sod and beds

 (orange) = pond area

(7P) 8/9/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

OWNERSHIP	MAINTENANCE
- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/AUR
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/INR
- HOME OWNER/HOME OWNER	- MASTER ASSOC./ MASTER ASSOC.
- INR/INR	- CITY OF AURORA/CITY OF AURORA
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT

- COMMERCIAL SOLD PROPERTY	- METRO DISTRICT TRACT
- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT
- METRO DISTRICT/SCHULTZ 1YR. MAINTENANCE	

- SPLIT 3 RAIL FENCE
- BLOCK WALL
- UNDER DRAIN
- RETAINING WALL
- SNOW REMOVAL ON WALKS



EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
LIMITED LIABILITY WARRANTY

The Consultant warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by the District or its representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the District or its representative(s) or managing agent(s) or others, any claim not directly attributable to the Consultant's work or materials, delay in notification to the Consultant, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE CONSULTANT.

Written notice of warranty issues must be received by the Consultant before the end of the one (1) year warranty period. If the Consultant receives such written notice before the end of the one (1) year warranty period, the Consultant shall review and, upon determination of validity of warranty issue, the Consultant shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if the Consultant is not notified in writing of any defect in the plants, materials and/or work and/or the Consultant is not given thirty (30) days to commence the repair/replacement of said defect, then the Consultant will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against the Consultant.

If the parties cannot resolve a disagreement regarding a warranty issue, parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any litigation shall be awarded their attorney fees and any reasonable costs incurred in the court proceeding or litigation.

This represents in its entirety the Consultant's warranty and in regards to warranty related issues, no other representations, agreements, or warranties, other than what is written in this Limited Liability Warranty, are applicable.

LANDSCAPE MAINTENANCE CONTRACT

All Phase
LANDSCAPE
303.360.0606
Fax 303.360.7979
16080 Smith Road
Aurora, CO 80011
www.AllPhaseLandscape.net

GENERAL TERMS AND CONDITIONS

1) General Information

Contracting Officer: Denver High Point at DIA Metropolitan District c/o Silverbluff Companies
P.O. Box 3603
Parker, CO. 80134

Contact: Ted L. Laudick

Contractor: All Phase Landscape Construction, Inc.
(All Phase Landscape)

Period of Work: 10/1/2022-9/30/2023

303-360-0606 ext. 304 / 330

Project: Denver High Point at DIA Metropolitan District
64th Ave. & Dunkirk Street (west)
Denver, CO. 80249

Phone #: 303.638.9553 (cell)

Fax #: 303.484.8219

County: Adams

E-mail: TLaudick@Silverbluffcompanies.com

Date: 7/27/2022

2) This contract is made by and between the Contractor and the Contracting Officer indicated above. This Landscape Maintenance Contract hereby incorporates the 'General Terms and Conditions' pages (page 1, 2, & 3), 'Exhibit A - Services and Prices' page (page 4), 'Exhibit B - Specifications' (page 5), and 'Attachment I - Additional Services Available' (page 6), as part of this contract. The terms "Contracting Officer", "Contractor", "Project", and "Period of Work" are defined in Section 1 above.

3) The Contractor agrees to provide, whether by All Phase Landscape or by subcontractor, all the labor, transportation, supervision and equipment necessary to carry out the contracted services as outlined and specifically quoted on the 'Exhibit A - Services and Prices' page in compliance with the contract. All work will be performed according to accepted industry standards.

4) The scope of work will include the specific services quoted by Contractor and selected by the Contracting Officer as outlined on 'Exhibit A - Services and Prices' page, and may be changed during the season as agreed upon in writing by both parties. Line items with a frequency of "T&M" (Time & Materials) are NOT included in the contract price.

5) At its own expense, the Contractor will maintain for the duration of the Period of Work, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. The Contractor will provide an insurance certificate to the Contracting Officer upon request, as evidence of this coverage. Any special request outside the Contractor's standard insurance coverage (as determined by Contractor), may be provided at Contractor's discretion, and may cost the Contracting Officer an additional fee NOT included in the contract price.

6) **The Contracting Officer specifically agrees to indemnify, defend, and hold harmless** the Contractor, employees of Contractor, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from and against any claims, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this contract. Contracting Officer, however, shall not be obligated under this contract to indemnify or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said injury or damage. The Contracting Officer and Contractor shall be responsible for investigating all claims.

7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its subcontractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its subcontractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will **SPECIFICALLY WAIVE THE RIGHT** to pursue any other alternate resolution or claim. If Contracting Officer does notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 10 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.

X PLEASE INITIAL:

Contracting /
Officer / date

Contractor /
(All Phase Landscape) / date

8) The Contracting Officer agrees to pay the Contractor the total fee for the Basic Services and applicable Additional Services as per the payment schedule and separate quoted prices for services as outlined on the attached 'Exhibit A-Services and Prices' page, as total compensation for the performance of said services. Additionally, Contracting Officer will pay for any other work it authorizes on a Time and Materials (T&M) basis (unless approval is for a separate, specific price agreed upon in advance for such work). The Contracting Officer agrees to pay invoices in full to Contractor within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. Contractor must be notified in writing of any dispute of services rendered and/or **the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or monies invoiced by the Contractor and agrees to pay the full amount of the invoice. If only a portion of the services and/or monies are disputed on any invoice, Contracting Officer** agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and to provide written notification to Contractor of disputed portion, within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for the collection of any past due amounts owed. Contractor will not be required to bill or collect from a third party for any materials or for work performed by Contractor pursuant to this contract, or otherwise done for the benefit of the Project. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

9) Either party may terminate this contract, with or without cause, with thirty (30) days written notice to the other party. If the contract is terminated prior to the end of the Period of Work (defined in Section 1), final billings will be determined by Contractor within thirty (30) days from the final day services are performed at the Project. The final Landscape Maintenance Contract billing will be based on the percentage of work completed by the final day that Contractor performs services at the Project. Additional billing(s) will also be prepared for materials (acquired or installed) and for any extra work performed. The Contracting Officer agrees to pay all unpaid invoices in full within ten (10) days of termination date; all invoices prepared after termination will be paid in full within ten (10) days of invoice date.

10) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Contract. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances.

11) LIMITED LIABILITY WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by Contracting Officer or Owner or their representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the Contracting Officer or Owner or their representative(s) or managing agent(s) or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE CONTRACTOR. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives such written notice before the end of the one (1) year warranty period, Contractor shall review and, upon determination of validity of warranty issue, Contractor shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if Contractor is not notified in writing of any defect in the plants, materials and/or work and/or Contractor is not given thirty (30) days to commence the repair/replacement of said defect, then Contractor will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against Contractor. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 10 above. No other representations, agreements, or warranties, other than what is written in this contract, are applicable.

12) This contract contains the entire agreement and understanding regarding terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this contract are not a part of this contract. If any additional or subsequent documents are presented or produced during the Period of Work, that contain language contrary or contradictory to or are different from the terms and conditions contained in this contract, then the parties agree that the terms and conditions of this Landscape Maintenance Contract shall control. No other terms and conditions can be added except via an Addendum or Amendment specific to this contract, signed by the Contractor and Contracting Officer. The basic scope of work (services and pricing) can be modified if both parties agree to the change in writing. No other terms and conditions can be added for extra work or for repairs via an alternate document provided by the Contractor, except to define or approve the scope (description) and pricing of specific work. All paperwork provided by Contractor for extras and repairs is also subject to Section 13.

13) All contract terms and conditions related to any work provided at or related to the Project are outlined in this Landscape Maintenance Contract. If, at any time, Contracting Officer or any of its agents or representatives provide to Contractor another document or form as a "contract" or "agreement" or "notice" or any form to approve any work, extras, or repairs or requests or requires Contractor to sign

X

PLEASE INITIAL:

_____/_____
Contracting / date
Officer

_____/_____
Contractor / date
(All Phase Landscape)

any document or form, or to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor signs or does not sign or uses or does not use any other document, form, or purchase order, work order, voucher, ticket, or other such document, process, or number, **the Contractor, Contracting Officer and all its agents and representatives (the INVOLVED PARTIES) ALL AGREE that NO TERMS AND CONDITIONS FROM ANY OTHER such document or form, or any purchase orders, work orders, vouchers, tickets, or other such document, process or number shall apply to this contract or to any contract parties (or any agents or representatives), or to any work performed at or related to the Project. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any other such document, form, purchase orders, work orders, vouchers, tickets, or other such document, process, or number that is provided by Contracting Officer (or its agents or representatives); ONLY accurate scope of work and pricing from such documents, forms, purchase orders, work orders, vouchers, tickets, or other such document shall apply. Additionally, Contractor specifically reserves the right to charge and Contracting Officer agrees to pay, separate administrative processing fees to Contractor for any administrative work on the part of the Contractor due to reviewing, using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number, or other item (FEES ARE NOT INCLUDED in quoted contract price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets or other such document, process, or number, or to obtaining a signature(s) or other item.**

14) Other than receipt of an original, signature of this contract may be sent by facsimile (with confirmation by transmitting machine) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed contract shall be construed and treated as the original and shall be binding as if it were the original.

15) At the sole discretion of Contractor, Contractor reserves the right to suspend services at any time, without penalty or liability, if payments are not received in a timely manner (as determined by Contractor) from Contracting Officer. Contractor shall notify Contracting Officer in writing of Contractor's decision to suspend services. Services shall remain suspended, at the sole discretion of the Contractor, or until such time as Contracting Officer's past due invoices are paid in full. Contractor's decision to suspend services (or not to suspend services) does not limit, in any way, other rights or remedies of Contractor herein or available at law or in equity. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

16) If any provision of this contract is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this contract shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

17) The failure to enforce at any time or for any period of time, any of the terms or conditions of this contract shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.

18) This contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this contract.

19) **If a master contract document other than this Landscape Maintenance Contract is to be used to contract for the services, said other contract document and all associated and linked documents referred to by that contract must be reviewed by Contractor (All Phase Landscape). Once the contract document and all associated and linked documents are provided to Contractor, a minimum of 20 DAYS is required to review and endeavor to negotiate a final contract. Contractor may also require that a separate administrative review FEE be paid prior to and for review of any such contract document and any associated and linked documents. The contract amount of this proposal is subject to change if additional fees, bonds, or other costs are added by Contracting Officer entity, Owner, or managing agent after All Phase has provided this proposal.**

20) The contract price is subject to change unless the contract is signed by both parties no later than thirty (30) days after the Period of Work start date (defined in Section 1 above).

21) Contractor may add a Fuel Surcharge to any invoice at the time of billing.

22) Contractor will charge a 2% surcharge on all credit card transactions for any invoice paid by credit card.

23) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of Project) that they are signing for.

This contract is acknowledged and accepted by:

PLEASE ALSO INITIAL
ALL OTHER PAGES

Contracting Officer:

Contractor: All Phase Landscape Construction, Inc.

Sign: _____

Sign: _____
All Phase Landscape Construction, Inc.

Print Name: _____

Print Name: _____

Date: _____ Title: _____

Date: _____ Title: _____

- Signature page -

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). **ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A-Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A-Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and containment pruning throughout the contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other additional pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A-Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A-Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.**
- 4) Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. **SURCHARGES** – Contractor may add a **fuel surcharge** to any invoice at the time of billing. Contractor will charge a 2% surcharge on **all credit card transactions** for any invoice paid by credit card.

PLEASE INITIAL: _____ / _____
Contracting / date Contractor / date
Officer (All Phase Landscape)
Page 5 of 6

Attachment I

Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.**

Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * Contractor is available to assist with the preparation / formulation of landscape plans for the winter / following year growing season..

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

Rates for Time & Materials (T&M) work (Equipment rates include Operator) ***

Job Tech. (labor)	\$50.00 per/hr.	String Trimmer	\$59.00 per/hr.
Job Foreman	\$66.00 per/hr.	Mower	\$81.00 per/hr.
Arbor Care Foreman	\$71.00 per/hr.	2 Ton Flat Bed Dump	\$84.00 per/hr.
Irrigation Technician	\$71.00 per/hr.	Hand Tiller	\$66.00 per/hr.
Irrigation Technician:		Brush Hog (6' mower)	\$87.00 per/hr.
Emergency Repair	\$121.00 per/hr.	Batwing Mower	\$150.00 per/hr.
(portal to portal, response within 24 hours)		Skid Steer	\$72.00 per/hr.
Account Mgr./ Project. Mgr.	\$99.00 per/hr.	Backhoe	\$138.00 per/hr.
Director	\$146.00 per/hr.	Trencher - small	\$88.00 per/hr.
Executive	\$174.00 per/hr.	Grading Tractor (small)	\$99.00 per/hr.
Spray Technician	\$70.00 per/hr.	1 1/2 - 2 Yard Loader	\$110.00 per/hr.
Water Truck	\$72.00 per/hr.	2 1/2 - 3 Yard Loader	\$225.00 per/hr.
Pick up Truck (1 ton)	\$84.00 per/hr.		

Irrigation backflow test (repairs needed to pass backflow are not included in test price) = \$150.00 per backflow

Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each yearly/seasonal anniversary date.

*** All rates are for labor, are hourly and based a 40 hour work week. Any work over the 40 hrs of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 1/2 times the normal rate. Services performed "after hours" will also be billed at 1 1/2 times the normal rate (with the exception of emergency irrigation repair which is billed as stated above). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Rates are also available for other equipment that is not listed. Contractor will NOT invoice third parties. Contractor may add a fuel surcharge to any invoice at the time of billing. Contractor will charge a 2% surcharge on all credit card transactions for any invoice paid by credit card.

Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

Snow moving services are not provided for under this contract. A separate Snow Moving Agreement proposal may be provided upon request, subject to the discretion of the Contractor.

PLEASE INITIAL: _____ / _____

X

Contracting / date
Officer

Contractor / date
(All Phase Landscape)

Page 6 of 6



DENVER HIGH POINT at DIA METROPOLITAN DISTRICT

[landscape maintenance service areas, as highlighted]

 (green) = sod and beds

 (orange) = pond area

(RP) 8/9/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

 -CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	 -CITY OF AURORA/AUR
 -CITY & COUNTY OF DENVER/METRO DISTRICT	 -CITY & COUNTY OF DENVER/INR
 -HOME OWNER/HOME OWNER	 -MASTER ASSOC./ MASTER ASSOC.
 -INR/INR	 -CITY OF AURORA/CITY OF AURORA
 -METRO DISTRICT/METRO DISTRICT	 -CITY OF AURORA/METRO DISTRICT

 -COMMERCIAL SOLD PROPERTY	 -METRO DISTRICT TRACT
 -TEMPORARY SCHOOL SITE	 -MASTER ASSOCIATION TRACT
 -METRO DISTRICT/SCHULTZ 1YR. MAINTENANCE	

-  -SPILT 3 RAIL FENCE
-  -BLOCK WALL
-  -UNDER DRAIN
-  -RETAINING WALL
-  -SNOW REMOVAL ON WALKS

