

AGREEMENT

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

This Agreement – Vista Ridge Metropolitan District Landscape and Irrigation Improvements (“**Agreement**”) is entered into this 27th day of June, 2024, by and between the **VISTA RIDGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ENVIRONMENTAL DESIGNS, LLC**, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain public improvements within Vista Ridge located in the Town of Erie, Weld County, Colorado, in accordance with its Service Plan; and

B. The District desires to renovate certain landscaping tract and its non-potable irrigation within Vista Ridge to improve the overall aesthetics and usability of the landscape areas (the “**Project**”); and

C. The Contractor provides landscaping renovation services, including the demolition of existing landscaping and irrigation systems, and installation of landscaping and irrigation systems (the “**Work**”); and

D. The District desires to engage Contractor to construct the Project; and

E. Contractor desires to construct the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Terms and Conditions

I. CONTRACT DOCUMENTS. The Contract Documents consist of:

- A. this Agreement signed by the District and the Contractor; and
- B. written Change Orders issued after execution of the Agreement; and
- C. other documents, if any, identified as follows:

1. **Exhibit A-1:** Construction documents: Landscaping Plans, Pump Station Plans, and Irrigation Plans;

2. **Exhibit A-2:** Invitation to Bid and Instructions;

Form;

3. **Exhibit A-3: Bid Forms and Revised Bid Forms and Boring Allowance**

4. **Exhibit A-4: Performance Bond;**

5. **Exhibit A-5: Labor and Material Payment Bond;**

6. **Exhibit A-6: Warranty Bond;**

7. **Exhibit A-7: Notice of Award;**

8. **Exhibit A-8: Notice to Proceed;**

9. **Exhibit A-9: Change Order (form);**

10. **Exhibit A-10: Notice of Substantial Completion;**

11. **Exhibit A-11: Notice of Final Acceptance;**

12. **Exhibit B – Insurance Requirements; and**

13. **Bidder Questions and Answers.**

II. **PHASING.** This Project is anticipated to be completed over two calendar years, beginning in 2024 and ending in 2025. The general phasing of the Project is shown in the Preliminary Schedule.

III. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date set forth above and expire upon the completion of the Project and Final Settlement. The Work of Contractor shall be undertaken in such sequence as to efficiently complete the Project in light of the purposes of this Agreement. The Completion Date for the Project shall be the date of Final Acceptance, which shall be no later than November 30, 2025, respectively.

IV. **CONTRACT SUM.**

A. **Contract Sum.** Subject to additions and deductions by Change Order, the total not-to-exceed Contract Sum is **Six-Million, Eighty-One Thousand, Nine-Hundred Eighteen Dollars and Twenty Cents (\$6,081,918.20)**. The Contract Sum includes all items and services necessary for the proper execution and completion of the Project, including permits and bonds as required.

B. **Boring Allowance.** In addition to the Contract Sum, an allowance of **Five-Hundred Sixty-Four Thousand, Two-Hundred Twenty Dollars and Eight Cents (\$564,220.08)** is made for boring associated with the Project. Boring shall be added to the Contract Sum via Change Order as needed during the performance of the Project.

C. **Notice re Appropriation of Funds.** The Project will be completed over two years: 2024 to 2025. The District has appropriated funds in the total amount of Four-Million Dollars (\$4,000,000) for 2024 (the "**2024 Appropriation**"), which amount may include some or all of

the Boring Allowance as approved by Change Order. At this time, no funds have been appropriated for the Project for 2025. While the entire scope of work has been bid and priced, any work in excess of the 2024 Appropriation is not included as part of the Project unless and until the District appropriates funds for the performance of the remainder of the work for the 2025 fiscal year. If sums are not appropriated by the District for the 2025 fiscal year, with such decision to be made in the sole legislative discretion of the District, then the remainder of the Project will not be performed and will not be a part of the Contract. Lack of appropriation for all or a part of the Contract Sum in excess of the 2024 Appropriation shall not constitute a breach of contract by the District or otherwise create any performance obligation or damages of any kind to Contractor, with the Contractor waiving all claims, in law or equity, for any damages, including lost profits or costs expended on the Project, in the event additional funds are not appropriated by the District in excess of the 2024 Appropriation, with such risk to be borne exclusively by Contractor.

D. Pursuant to § 24-91-103.6, C.R.S., performance of the District's obligations under any agreement or contract is expressly subject to appropriations of funds by the District. The amount of money appropriated for the Project is equal to the 2024 Appropriation. The portion of the Project represented by the difference between the 2024 Appropriation and the Contract Sum, has not been appropriated. Upon the issuance of a notice to proceed for the remainder of the work in excess of the 2024 Appropriation or the issuance of a Change Order or other directive by the District requiring additional work that causes the actual price to exceed the 2024 Appropriation, the Contract Sum, or amounts appropriated for the entire contract, Contractor shall be given written assurance that lawful appropriations have been made to cover the costs of the additional work unless such cost is covered under a remedy granting provision contained in the Contract.

V. BONDS. Contractor shall execute and deliver to the District a Performance Bond and a Payment Bond in the form set forth in **Exhibits A-4 and A-5** in the full amount of the Contract Sum, to be held current for the duration of the Project. Half of the cost of the Performance Bond and Payment Bond shall be paid at Contractor's sole expense, which cost is reflected in the Contract Sum.

VI. PRELIMINARY MATTERS.

A. Visit Project Site. Before any Work is started, Contractor must visit the Project site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the Work, which is reflected in the Contract Sum.

B. Delivery of Performance Bond and Payment Bonds and Evidence of Insurance.

1. Agreement and Bonds. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
2. Evidence of Insurance: Before any Work at the site is started, Contractor shall deliver, with copies to each additional insured, certificates of insurance (and other evidence of insurance which may be reasonably

requested) which Contractor is required to purchase and maintain in accordance with the Agreement.

C. Progress Schedules and Preconstruction Conference.

1. Preliminary Schedules. Within 10 days after the mutual execution of the Agreement, Contractor shall submit to District for timely review a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the work. No Progress Payments will be made until submittal of an acceptable schedule to the District.

2. Preconstruction Conference. Before any work is started, the Contractor, District, and others as appropriate, shall meet to discuss the Preliminary Schedule, communication during construction, and other items as needed.

VII. CONTRACTOR'S RESPONSIBILITIES.

A. Permits. Contractor shall obtain and pay for all construction permits and licenses. The District will assist the Contractor when necessary.

B. Underground Utility Locates. Identification of any underground utilities on the Contract Documents, if any are identified, does not eliminate Contractor's obligation to request locates prior to excavation as required by §§ 9-1.5-101 to -108, C.R.S. ("Colorado 811").

C. Working Hours. All Work shall be performed during regular working hours as set by the Town of Erie, Colorado.

D. Materials and Equipment. Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. If required by the District, Contractor shall provide evidence as to the source, kind, and quality of materials and equipment used.

E. Storage of Materials and Equipment; Staging. Contractor shall confine materials and equipment for storage and staging to the Work areas and other areas as permitted by laws and regulations. Temporary construction fencing may be used to control access to the site, materials and equipment. Any costs related to obtaining staging areas shall be the sole responsibility of the Contractor.

F. Safety and Protection. Contractor shall be fully responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to (1) all persons on the site or who may be affected by the Work; (2) all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Any damage,

injury or loss to any property referenced above, caused directly or indirectly by Contractor, any subcontractor or supplier, shall be remedied by Contractor. This duty shall continue until such work is expressly accepted by the District at Final Acceptance.

G. Progress Schedule. Contractor shall adhere to the Progress Schedule. Any changes that will not extend the time of completion shall be submitted and approved. Changes to the completion date shall only be made by Change Order.

H. Substitutions. Substitutions of any materials, plant types, or other items specified as a specific type or brand must be approved by the District, with such approval subject to the District's sole discretion. Changes in price due to substitutions shall be made by Change Order.

I. As-Builts. Contractor shall provide As-Built drawings showing the location of all irrigation lines, heads and other irrigation equipment, at the completion of the Work. As-Builts must be provided before Final Acceptance.

J. Lien Waivers. Contractor shall provide a lien waiver for Contractor and shall provide lien waivers for all subcontractors, labor, services, equipment, and materials used for the Project, which such lien waiver to be in a form approved by the District.

VIII. CHANGES IN THE WORK/CHANGE ORDERS.

A. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time or from time-to-time order additions, deletions, or revisions in the work, and Owner or Contractor may, at any time or from time to time, request additions, deletions, or revisions in the work. Such changes shall be memorialized by Change Order.

B. Work performed without prior approval of the District shall not entitle Contractor to an increase in the contract price or extension of the contract completion date, except in the case of an emergency.

C. Reasonable explanations for extensions of the Contract Time include, but are not limited to, delays beyond the direct control of the Parties including (a) Acts of God; (b) acts of war, vandalism, or terrorism affecting the project; (c) unexpected, unusual and unanticipated weather conditions beyond what would be normal for the area in which the project is located; (d) supply chain failures due to unanticipated macroeconomic events; (e) unknown site conditions that could not have been discovered through reasonable diligence of the Contractor; (f) material errors or omissions in the design, construction documents or specifications; and (g) additions or changes to the Project scope (but not reductions to the scope) requested by the District or required from governmental authorities with jurisdiction over the Project.

D. Reasonable explanations for extensions do not include, and are not limited to: (a) failure of Contractor to take steps to obtain sufficient labor for the Project; (b) reallocation of labor by Contractor to different projects when Work can be pursued on the Project; (c) failure of Contractor to timely order material or supplies for the Project; (d) failure of Contractor to ensure the timely delivery of supplies or materials to the Project site; (e) failure to secure supplies or materials on-site resulting in damage or theft; (f) failure to obtain permits or licenses; or (g) any

other failure of Contractor to comply with Agreement requirements. Reductions in the scope of work requested by the District will not justify an extension of the contract completion time.

IX. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

A. Notice of Defects. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided herein.

B. Access to Work. The District, the District Representative and other consultants and representatives of the District, and governmental agencies with oversight authority will have access to the site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

C. Tests and Inspections. Contractor shall give District timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of District, it must, if requested by District, be uncovered for observation and testing at Contractor's expense.

D. Correction or Removal of Defective Work.

1. Contractor Correction. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by District, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

2. Owner Correction. If Contractor fails within a reasonable time after written notice from District to correct defective Work or to remove and replace rejected Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the District may, after seven days written notice to Contractor, correct or remedy any such deficiency. In connection with such corrective or remedial action, the District may exclude Contractor from all or part of the site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, District's representatives, and other contractors access to the site to enable District to exercise the rights and remedies under this Paragraph. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)

SR

arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). Contractor shall not be entitled to an extension in the contract time due to District's correction of the Work under this subsection.

E. Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the District prefers to accept it, it may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to District's evaluation of and determination to accept such defective Work, and the diminished value of the Work. If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and District shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after Final Payment, an appropriate amount will be paid by Contractor to the District.

X. PAYMENT. Payment shall be made as follows:

A. Invoices shall be submitted to the District by Contractor no more frequently than once per month. Each invoice shall provide details on the Work performed and the payment requested ("**Progress Payment**") for the Project, and lien waivers from any subcontractor(s) whose work is included in the payment request. Payment of approved invoices shall be made within 45 days of receipt by the District. Invoices should be sent to:

District Representative, and via email to:

Vista Ridge Metropolitan District
c/o CliftonLarsonAllen, LLP
Attn: Ms. Thuy Dam, CPA
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Tele: (303) 793-1426
e-mail: Thuy.Dam@claconnect.com AND vistaridgemd@bill.com

The District Representative shall review the Progress Payment request and provide a recommendation for payment, or reasons for non-payment of a portion or all of the Progress Payment request. Approval of a Progress Payment shall require, based on District Representative's observation, that the Work for which payment is being requested has been performed and the materials and equipment have been incorporated into the Project or are delivered and stored on site. Approval of a Progress Payment is not a representation that the work complies with the Contract Documents and is not an acceptance or acknowledgement of Substantial Completion or Final Acceptance.

B. Retainage: An amount of 5% of the total Progress Payment amount approved by the District shall be withheld as retainage, to be released at Final Settlement.

C. Additional Withholding of Payments. The District may, at its sole discretion, withhold additional sums from Progress Payments due Contractor. Such additional withholding

Page 7 of 14

can be made for, but is not limited to, any of the following described reasons; and whenever the reasons for such withholding no longer exist, the District shall make payment of the sums withheld for these reasons.

1. Failure to repair defective work;
2. Claims Against Contractor. If claims in connection with the Project have been filed against Contractor, the District shall withhold sufficient sums to satisfy such claims in accordance with applicable law;
3. Failure to obtain permits and licenses;
4. Failure to comply with applicable laws;
5. Failure to maintain an adequate rate of progress;
6. Failure to maintain a clean and orderly work site; or
7. Failure to satisfactorily replace and/or repair property destroyed or damaged during the progress of the Work.

D. Project Close-Out and Final Settlement.

1. Substantial Completion. When Contractor has substantially completed each phase of the Project, Contractor shall notify the District and request a Notice of Substantial Completion. Within fourteen days of the notification, the District and Contractor will meet on-site to inspect the Project for substantial completion and prepare a list of items remaining to be completed (the "Punch List"). The District will provide a Notice of Substantial Completion and the Punch List to the Contractor as soon as is practical after the on-site meeting or provide notice to Contractor that the Project has not reached Substantial Completion. Contractor shall remain responsible for the Project until Final Acceptance.

2. Final Acceptance. Following completion of the Punch List by Contractor, Contractor and the District will meet on-site to confirm completion of the Punch List and for a final inspection of the Project. When all of the requirements of the Agreement have been met, including the provision of lien waivers, As-Built, and the Warranty Bond, and all Punch List items have been completed to the reasonable satisfaction of the District, the District will issue a written Notice of Final Acceptance to Contractor.

3. Final Settlement. No later than 60 days after Final Acceptance, the District shall release any Retainage and additional funds withheld to Contractor, subject to the receipt of any Verified Statements of Claims.

XI. DISTRICT REPRESENTATIVE. District Representative for the Project shall be:

Public Alliance, LLC
District Manager
AJ Beckman, Mark McGarey, Shad Ortiz, or Nick Moncado

Tele: (303) 877-6284

e-mail: aj@publicalliance.com; mark@publicalliance.com;
sortiz@publicalliance.com; nmoncado@publicalliance.com

A. Authority. Each District Representative has the authority to act independently or jointly with the other District Representative. District's Representative shall be the primary contact for the Project, including inspection of the work, approval of substitutions, and interpretation of the Contract Documents. District's Representative has the authority to stop work that the District Representative believes to be defective or does not conform to the Contract Documents. The District Representative will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the work. District Representative will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

XII. COORDINATION WITH OTHER CONTRACTORS. Contractor is responsible for cooperating and coordinating with any other contractors or consultants working at the site.

XIII. WARRANTIES. Contractor warrants to the District that upon Final Acceptance, the Work shall be fit for its intended purposes, that material and equipment furnished under this Contract shall be of good quality and new, that all Work shall be free from defects and that all Work shall conform to all of the requirements of this Contract. Such warranty shall include all plant and tree materials incorporated into the Project, as well as all irrigation components. If at any time during the warranty period any portion of the Work is found to be not in accordance with the Contractor's warranty, Contractor shall, at its sole expense, correct it promptly after receipt of written notice from the Owner to do so.

The warranty period shall be for one year from the date of Final Acceptance, conditioned upon (i) the District providing winter-watering as needed and recommended by its landscape maintenance provider during the first winter following installation of the Work. The warranty period shall be extended for one additional year for a total of two years from the date of Final Acceptance conditioned upon (i) the District providing winter-watering as needed for the second winter following installation as needed and recommended by its landscape maintenance provider and (ii) Contractor, through its maintenance division, providing landscape maintenance services to the District during the entire two-year warranty period.

Contractor's warranty shall be secured by a Warranty Bond in substantially the same form as set forth in **Exhibit A-6** and shall be provided to cover a two-year warranty period.

XIV. INDEPENDENT CONTRACTOR. Contractor hereby declares itself to be an independent contractor and nothing herein contained shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE**

52

DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.

XV. **CONTRACTOR'S INSURANCE.** Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in **Exhibit B** attached hereto. The District shall be named as an additional insured on Contractor's comprehensive commercial general liability insurance and automobile liability insurance. Any policy obtained to comply with this Section shall provide that the District shall receive thirty (30) days written notice prior to cancellation or non-renewal.

Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days.

XVI. **INDEMNIFICATION.** Contractor indemnifies and holds harmless the District, its officers, directors, consultants and employees, from and against claims, demands, losses, liabilities, actions, lawsuits, and expenses (including attorneys fees), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or work hereunder. The District cannot and will not, as a matter of law, indemnify the Contractor. The provisions of this Section shall survive termination of this Agreement.

XVII. **DAMAGES.**

A. Limitation on Damages. In the event of a delay in the Project, Contractor may not recover damages or costs caused by the acts or omissions of the Contractor, subcontractor, or Contractor's agents.

B. Damages for Delay. In the event Final Acceptance has not occurred by the Completion Date, and there is no reasonable explanation or event justifying an extension in the Completion Date by Change Order, Contractor shall pay \$500 per day for each day after the Completion Date that the project has not reached Final Acceptance.

XVIII. **ASSIGNMENT.** Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

XIX. **SUSPENSION OF WORK AND TERMINATION.**

A. Suspension of Work. At any time and without cause, the District may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor may request an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

B. Termination. The District may terminate this Agreement for cause for failure to comply with any part of the Contract Documents. The District may terminate this Agreement without cause, in whole or in part, at any time. If terminated without cause, the District shall pay Contractor for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, subject to a maximum of amounts appropriated for the Project. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. This Agreement may be terminated at any time by mutual consent.

Upon termination, Contractor must remove all equipment and material from the site within 72 hours of the date of termination unless otherwise agreed to by the District.

XX. SUBCONTRACTORS. Contractor is solely and fully responsible to the District for the Services under this Agreement. All subcontractors must be shown on the Bid Form. Contractor's agreement with any subcontractor to perform Services under this Agreement shall be terminable without cause. All subcontracts shall terminate immediately upon termination of this Agreement.

XXI. NOTICES. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, e-mail, or sent by First Class Mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

District Representative

with a copy to:

Erb Law, LLC
Attn: Jeffrey E. Erb, Esq.
3900 E. Mexico Ave., Suite 300
Denver, CO 80111
Tele: (303) 626-7125
e-mail: jerb@erblawllc.com

To Contractor:

Environmental Designs, LLC
Attn: Michael Hoefer
12511 E. 112th Ave.
Henderson, CO 80640
Tele: (303) 287-9113; (720) 390-2079
e-mail: Michael.Hoefer@environmentaldesigns.com

XXII. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Work and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the District.

XXIII. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties.

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

XXV. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

XXVI. COMPLIANCE WITH LAW. Contractor shall comply with all local, municipal, state, federal laws, orders and regulations applicable to Contractor's performance of services hereunder.

XXVII. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Weld County, Colorado.

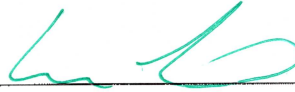
XXVIII. AUTHORITY. Contractor hereby represents and warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective upon the date of mutual execution. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



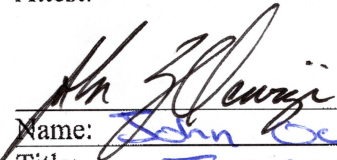
VISTA RIDGE METROPOLITAN DISTRICT



Name: Michael Lund

Title: President

Attest:



Name: John Gendieja

Title: Treasurer

ENVIRONMENTAL DESIGNS, LLC



Name: SHAMIN RYAN

Title: Regional Vice President

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
whose address is _____ as Principal,
(the “**Contractor**”), and, _____, whose address is _____
_____ as Surety, (the “**Surety**”), are held and
firmly bound unto **Vista Ridge Metropolitan District, c/o Public Alliance, 405 Urban Street, Suite 310, Lakewood, CO 80228**, as Obligee, (the “**Owner**”), in the amount of (\$) for the
payment whereof Contractor and Surety bind themselves, their heirs , executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, **(June 22, 2024)** entered into an
agreement with Owner for **Vista Ridge Metropolitan District Landscape and Irrigation Improvements**, which agreement is by reference made a part hereof, (the “**Agreement**”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Agreement and any extensions and modifications
thereof and any warranty or guaranty required under the Agreement, then this obligation shall be
null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice
of any extension of time or modifications made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Agreement, the
Owner having performed owner’s obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

Complete the Agreement in accordance with its terms and conditions, or

Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions,
and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon
determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a
contract between such bidder and Owner, and make available as work progresses (even though
there should be a default or a succession of defaults under the contractor contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of
the agreement price; but not exceeding, including other costs and damages for which the Surety
may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of
the agreement price” as used in this paragraph, shall mean the total amount payable by Owner to
Contractor under the Agreement and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date
on which final payment under the Agreement falls due. No right of action shall accrue on this
bond to or for the use of any person or corporation either than the Owner named herein or the
heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond as of the dates set
forth below.

PRINCIPAL

SURETY

Date:

Date:

Name:

Name:

Title:

Title:

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY
DATED.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
whose address is _____ as Principal,
(the “**Contractor**”), and, _____, whose address is
_____ as Surety (the “**Surety**”), are held and
firmly bound unto **Vista Ridge Metropolitan District, c/o Public Alliance, 405 Urban Street,
Suite 310, Lakewood, CO 80228**, and to all subcontractors and any others who have supplied or
furnished or shall supply or furnish any labor, materials, team hire, sustenance, provisions,
provender, or other supplies used or consumed by Contractor or any subcontractor in
performance of the Agreement, or to any person who supplies laborers, rental machinery, tools,
or equipment used for the performance of the Agreement (the “**Obligees**”), in the sum of
_____ Dollars (\$ _____) together with interest at the rate of eight percent (8%) per
annum on all payments becoming due in accordance with said Agreement, from the time such
payments shall become due until such payment shall be made, for the payment of which, well
and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and **Vista Ridge Metropolitan District** have entered into a certain
Agreement, (the “**Agreement**”) dated _____ for the construction of a PROJECT described as
Vista Ridge Metropolitan District Landscape and Irrigation Improvements which
Agreement is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal
and the Surely shall fully indemnify and save harmless Vista Ridge Metropolitan District from
and against any and all costs and damages, including patent infringements, which either may
suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all
terms and conditions of said Agreement and shall fully reimburse and repay the Vista Ridge
Metropolitan District all outlay and expense which Vista Ridge Metropolitan District may incur
in making good any such failure or failures, and further, if the Principal and his subcontractors
shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions,
provender, rental machinery, tools, or equipment and other supplies which have been or shall be
used or consumed by said Principal or his subcontractors in the performance of the work of said
Agreement, and if said Principal shall duly and promptly pay all his subcontractors the sums due
them for any and all materials, rental machinery, tools, or equipment and labor that have been or
shall be furnished, supplied, performed or used in connection with performance of said
Agreement, and shall also fully indemnify and save harmless the Vista Ridge Metropolitan
District to the extent of any and all expenditures which either or both of them may be required to
make by reason of any failures or defaults by the Principal or any subcontractor in connection
with such payments; then this obligation shall be null and void, otherwise it shall remain in full
force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said
Agreement or in the work to be done under said Agreement, or any extension(s) of time for the
performance of the Agreement, or any forbearance on the part of either Vista Ridge Metropolitan
District or the Principal to any of the others, shall not, in any way release the Principal and the
Surety, or either of them, their heirs, executors, administrators, successors or assigns from their

liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond as of the dates set forth below.

PRINCIPAL

SURETY

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY
DATED. *This bond is issued simultaneously with another bond conditioned for the full and
faithful performance of the contract.*

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
whose address is _____ as Principal,
(the “**Contractor**”), and, _____, whose address is
_____ as Surety, (the “**Surety**”), are held and
firmly bound unto **Vista Ridge Metropolitan District, c/o Public Alliance, 405 Urban Street,
Suite 310, Lakewood, CO 80228**, (the “**District**”), in the sum of
_____, representing 25% of the total Project cost, in lawful
money of the United States of America, to be paid to the District, its successors or assigns, for
the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal and **Vista Ridge Metropolitan District** have entered into a certain
agreement, (the “**Agreement**”) dated _____ for the construction of a Project described as
Vista Ridge Metropolitan District Landscape and Irrigation Improvements which
Agreement is made a part hereof.

Pursuant to the Agreement, Contractor is required to warranty the Work performed for the
Project for a period of one-year from the date of Final Acceptance, to guarantee that the Work
shall be fit for its intended purposes, that material and equipment furnished under the Agreement
shall be of good quality and new, that all Work shall be free from defects and that all Work shall
conform to all of the requirements of this Agreement.

NOW THEREFORE, the condition of this Bond is that if the Principal shall in every respect
discharge its warranty obligations under the Agreement identified above, then this Bond shall be
void; otherwise, shall remain in full force and effect until discharged in accordance with its
terms.

If Principal fails to fully, faithfully, satisfactorily and promptly perform all warranty obligations
of the Agreement, or to make all payments for all warranty claims arising from or related to the
Agreement and the District notifies Surety of the same, the Surety will, within ten days of being
notified by the District, immediately pay and reimburse the District for any costs, expenses,
payments, claims, or demands made with respect to the warranty.

In the event that any suit, action or proceeding is brought by the District in order to enforce the
provisions of this Bond, it is expressly agreed and understood that, the measure of damages
recoverable shall be computed as the cost of completion or correction, or both, of the Work and
obligations required by the Agreement. Damages shall include expenses attributable to, but not
limited to, costs, litigation costs and attorney’s fees and any cost increases arising from delay
occasioned by litigation, action or proceedings necessary to enforce the provisions of this Bond.

Nothing in this Bond shall be construed as creating an obligation upon the District to pay for
completion/correction of the Work guaranteed under the provisions of this Bond.

Surety expressly waives any right to receive notice, review, and approve any revisions,
alterations, or modifications to the Agreement, or to the work to be performed thereunder, or the

Exhibit A-6

specifications accompanying the same, and no such revision, alteration or modification shall in any way affect the obligation of the surety under this Bond.

Surety shall be deemed to consent to any extension of time granted to Principal to permit performance of the warranty obligations of the Agreement, whether or not Surety receives notice of such extension of time, and the liability of Surety under this Bond shall not be discharged or affected by any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond as of the dates set forth below.

PRINCIPAL

SURETY

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY
DATED. *This bond is issued simultaneously with another bond conditioned for the full and
faithful performance of the contract.*

NOTICE OF AWARD

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

To:

The Vista Ridge Metropolitan District (“**Owner**”), having duly considered the Bid submitted on _____ for the **Vista Ridge Metropolitan District Landscape and Irrigation Improvements** in the amount of _____, and it appearing that the Price and other information in your Bid form is fair, equitable and in the best interest of the Owner, your Bid is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement within ten (10) consecutive days from and including the date of this Notice of Award. In addition, you are required to furnish the Performance Bond, Payment and Material Bond and Certificates of Insurance evidencing compliance with the requirements for insurance as stated in the Contract Documents.

VISTA RIDGE METROPOLITAN DISTRICT

Date: _____

Name: _____

Title: _____

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF AWARD**

You are required to return an acknowledged copy of this Notice of Award to Owner.

Receipt of the Notice of Award is hereby acknowledged this _____ day of
_____, 20__.

[NAME OF CONTRACTOR]

Name: _____

Title: _____

NOTICE TO PROCEED

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

To:

Date:

You are hereby authorized to proceed on this date, but not later than ten (10) consecutive calendar days hereafter, with the construction of the Work covered by the Agreement Documents. The work is authorized by the Vista Ridge Metropolitan District for the sum of _____ Dollars (\$_____).

VISTA RIDGE METROPOLITAN DISTRICT

Name: _____

Title: _____

ACKNOWLEDGMENT OF RECEIPT OF NOTICE TO PROCEED

Please return to the Vista Ridge Metropolitan District an acknowledged copy of this Notice to Proceed and notify the Owner 48 hours before starting work.

Receipt of the Notice to Proceed is hereby acknowledged this _____ day of _____, 20__.

[NAME OF CONTRACTOR]

Name: _____

Title: _____

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order No.: _____

Change Order Date: _____

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	
Change to Agreement Price due to this Change Order	
New Agreement Price including this Change Order	
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	

CONTRACTOR**VISTA RIDGE METROPOLITAN
DISTRICT**

Name: _____

Name: _____

Title: _____

Title: _____

NOTICE OF SUBSTANTIAL COMPLETION/PUNCH LIST

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

To:

Date: _____

The Work performed under the Agreement has been reviewed and found to be substantially complete as of the date of this Notice. Until Final Acceptance, Contractor remains responsible for the Project, security, safety, insurance and damages.

A list of items to be completed or corrected is attached (the “**Punch-List**”). The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement Documents.

VISTA RIDGE METROPOLITAN DISTRICT

Name: _____

Title: _____

PUNCH-LIST

[To Be Provided]

NOTICE OF FINAL ACCEPTANCE

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

To:

Date: _____

You are hereby notified that as of the date of this Notice of Final Acceptance, the Vista Ridge Metropolitan District has accepted the Work completed by Contractor for the **Vista Ridge Metropolitan District Landscape and Irrigation Improvements** Project and all requirements of the Agreement have been met.

In conformance with the Agreement Documents for this project, all warranties shall commence as of the date of this Final Acceptance. Final Settlement shall occur no later than 60 days from the date of Final Acceptance, following publication of a Notice of Final Settlement by the District and subject to the receipt of any Verified Statements of Claims against the Project.

VISTA RIDGE METROPOLITAN DISTRICT

Name: _____

Title: _____

CONTRACTOR'S INSURANCE

1. Commercial General Liability Insurance (including premises, operations, products, completed operations, and contractual liability coverages, subject to policy terms and conditions) in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 personal injury and \$2,000,000.00 General Aggregate.
2. Automobile Liability Insurance for all motor vehicles, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 for each accident.
3. Workers Compensation Insurance for all employees as required by law, to cover the applicable statutory limits in the State of Colorado and employer's liability insurance with limits of liability of not less than \$1,000,000.00 for bodily injury by accident (each accident) and \$1,000,000.00 for bodily injury by disease (each employee).

All liability insurance policies, except workers compensation insurance, shall be written on an occurrence basis.