

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

<https://www.roxboroughmetrodistrict.org/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Ephram Glass	President	2027/May 2027
Debra Prysby	Vice President	2027/May 2027
Mark Rubic	Treasurer	2025/May 2025
Travis Jensen	Secretary	2025/May 2025
Brendan Coupe	Assistant Secretary	2025/May 2025

DATE: October 7, 2024
TIME: 6:00 p.m.
LOCATION: Roxborough Library
8357 N Rampart Range Rd # 200,
Littleton, CO 80125

Google Meet joining info
Video call link: <https://meet.google.com/cgt-auat-psa>
Or dial: (US) +1 802-478-0945 PIN: 395 372 016#
More phone numbers: <https://tel.meet/cgt-auat-psa?pin=4483514439101>

** Agenda is preliminary and subject to change by majority vote of the Board at the meeting.
* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
- B. Additions/Deletions/Approval of Agenda.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

- 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. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines.

III. BOARD DISCUSSION MATTERS

- A. Review and discuss the 2025 District Budget. Review updates to the property tax revenue forecasts and identify any changes. Discuss a proposal from the Douglas County Assessor regarding tax rebates.
- B. Discuss approval of updated estimates from Chavez for concrete/asphalt projects that now include required performance bond costs. (enclosure)
- C. Update on the HOA cost allocation for maintenance services letters sent to the affected HOA's.
- D. Discuss and review playground equipment replacement for the proposed Community Park playground site and discuss next actions needed. (enclosure)
- E. Discuss District warning signage and review signage language. Discuss whether the statutory language is too misleading. (enclosure)
- F. Update and discussion of items learned at the SDA Conference.
- G. Updates on the following items:
 - 1. Chatfield Farms planter project;
 - 2. Proposed maintenance agreement with Douglas County for medians and roadsides;
 - 3. Information or proposal(s) for repairs/maintenance of playground equipment throughout the District;
 - 4. Chatfield Farms Playground Spinner Equipment;
 - 5. Turf replacement (xeriscape) project;
 - 6. Soccer field swale project;
 - 7. Replacement of Community Park bathroom air fresheners;
 - 8. Broken electric line under N Rampart Range Road repair project;
 - 9. Replacement of the failed sewage pump at the Community Park bathrooms by EOne;
 - 10. Additional information received from Legal and SDMS dealing with estimates of the costs to set up the administrative framework in order to have District employees; and

11. Website improvements information/costs for reservations, payments as well as other questions/requests.

H. Discussion of issues with construction occurring on the north side of Waterton Rd, and discussion about Diversified Underground's failure to mark district facilities.

I. Discuss updates on newsletter topics to be sent out to the community regarding items that are completed, in progress, or soon to be initiated and survey to gather suggestions from the community on what they'd like to see the District do or improve.

J. Update on the new GIS.

K. Update from the Sheriff regarding temporary cameras to catch vandals.

L. Environmental Committee Update.

M. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) and/or any new resident inquiries or correspondence.

IV. OTHER MATTERS

A. Review and consider approval of invoice from DC2 Services for tree planting. (enclosure)

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 16, 2024.



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

Client Name / Address	Date: 10/01/2024	Estimate No.	E2024257R2
Roxborough Village Metro District Ephram Glass	Project Location: Chatfield Farms Park Parking Roxborough Metro District		
Task Description	Qty	Rate	Amount
1. Crack fill repairs.		LS \$	2,500.00
2. Asphalt Patching, remove and replace, 6" thickness max.	442 sf	\$ 9.50	\$ 4,199.00
3. Seal coat, 2 coats.	8230 sf	\$ 0.45	\$ 3,703.50
4. Striping including handicap spaces.		LS \$	600.00
5. Mobilization, traffic control, and general conditions.		LS \$	1,900.00
6. Bonding expenses.		LS \$	516.10
		Total Estimate	\$13,418.60

Estimate Notes:

1. *Permitting or testing fees of any type are excluded from this estimate.*
2. *All quantities are estimated. Invoicing will be based on actual quantities used or installed.*
3. *Bond is not included in this estimate.*
4. *New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton.*
5. *Over excavation can be provided at a rate of \$60/CY, includes removal off site.*

Approval Signature:

 Mark Rubic

 Date of Acceptance



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

Client Name / Address		Date: 10/01/2024	Estimate No.	E2024272R1
Roxborough Village Metro District Ephram Glass		Project Location: Main Parking at 7671 N. Rampart Rd Roxborough Metro District <u>Farnsworth Option 2</u>		
<i>Task Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>	
1. Asphalt saw cutting.		LS	\$1,500.00	
2. Pavement Demolition - includes hauling and disposal expenses. 6" maximum thickness.	3700 square ft	\$2.50	\$9,250.00	
3. Curb/Gutter Demolition - includes hauling and disposal expenses. 12" maximum thickness.	25 lf	\$18.00	\$450.00	
4. Earthwork - excavate and remove approx. 137 cubic yards of soil, hauling, and disposal fees. Compaction to 95% standard proctor density. (4558 sf max. area)		LS	\$12,600.00	
5. Place new concrete curb and gutter, CDOT 4500 psi concrete, 12" max. thickness.	25 lf	\$39.00	\$975.00	
6. Place new asphalt pavement, using 1/2" and 3/4" hot mixed asphalt. Bottom lifts to be 3/4" mix and top lift to be 1/2" mix., 6" max. total thickness.	3700 square ft	\$8.60	\$31,820.00	
7. Crack fill repairs at existing asphalt.		LS	\$ 8,300.00	
8. Seal coat, 2 coats at new asphalt and existing asphalt .	34812 sf	\$ 0.45	\$ 15,665.40	
9. Striping including handicap spaces.		LS	\$ 1,000.00	
10. Place new concrete wheel steps.	5 Ea.	\$ 150.00	\$ 750.00	
11. Mobilization, traffic control, and general conditions.		LS	\$ 7,200.00	
12. Bonding expenses.		LS	\$ 3,580.42	
			Total Estimate	\$93,090.82
Estimate Notes:				
1. Estimate does not include permits .				
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.				
3. Estimate does not include new base material for new concrete or asphalt. If new base material is required, CDOT class 6 base material can be provided at a rate of \$65 per ton compacted to CDOT standards.				
4. Bonding expenses are not included on this estimate.				
5. This estimate is valid for 30 days from estimate date.				

Approval Signature:

Mark Rubic

Date of Acceptance



Estimate By: Ermilo Chavez
990 S. Garrison St
Lakewood, CO 80226
Cell No. 720-308-2926

Client Name / Address	Date: 10/01/2024	Estimate No.	E2024255R2
Roxborough Village Metro District Ephram Glass	Project Location: Red-Blue Mesa Access Roxborough Metro District		
<i>Task Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
1. Crack fill repairs.		LS	\$ 2,500.00
2. Seal coat, 2 coats.	12600 sf	\$ 0.45	\$ 5,670.00
3. Mobilization, traffic control, and general conditions.		LS	\$ 1,700.00
4. Bonding expenses.		LS	\$ 394.80
		Total Estimate	\$10,264.80
Estimate Notes:			
1. <i>Permitting or testing fees of any type are excluded from this estimate.</i>			
2. <i>All quantities are estimated. Invoicing will be based on actual quantities used or installed.</i>			
3. <i>Bond is not included in this estimate.</i>			

Approval Signature:

Mark Rubic

Date of Acceptance



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

Client Name / Address	Date: 10/01/2024	Estimate No.	E2024256R2
Roxborough Village Metro District Ephram Glass	Project Location: Tennis Court Parking at 7671 N. Rampart Rd Roxborough Metro District		
Task Description	Qty	Rate	Amount
1. Crack fill repairs.		LS	\$ 3,000.00
2. Asphalt Patching, remove and replace, 6" thickness max.	300 sf	\$ 9.50	\$ 2,850.00
3. Seal coat, 2 coats.	9270 sf	\$ 0.45	\$ 4,171.50
4. Striping including handicap spaces.		LS	\$ 750.00
5. New concrete sidewalk, 6" thickness. Includes soil excavation, hauling, grading, and compaction. 4500 psi concrete with fibermesh reinforcement.	320 sf	\$ 12.00	\$ 3,840.00
6. New concrete curb, 6" x 8". Includes soil excavation, hauling, grading, and compaction. 4500 psi concrete with #4 steel reinforcement.	125 ft	\$ 41.00	\$ 5,125.00
7. Place new concrete wheel stops.	20 ea	\$ 150.00	\$ 3,000.00
8. Mobilization, traffic control, and general conditions.		LS	\$ 2,800.00
9. Bonding expenses.		LS	\$ 1,021.46
		Total Estimate	\$26,557.96

- Estimate Notes:**
1. Permitting or testing fees of any type are excluded from this estimate.
 2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.
 3. Bond is not included in this estimate.
 4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton.
 5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.

Approval Signature:

 Mark Rubic

 Date of Acceptance

COMMUNITY PARK

Design 307 Complete \$50k-\$75k



Design 306 Complete (CSA) \$20k-\$50k



Design 401 Complete \$20k-\$50k



WARNING!

YOU ARE ENTERING THIS LAND FOR RECREATIONAL PURPOSES. IF YOU LEAVE THE DESIGNATED TRAIL, ROUTE, AREA, OR ROADWAY, YOU WILL BE DEEMED TRESPASSING. THERE ARE INHERENT DANGERS AND RISKS ASSOCIATED WITH USING THIS LAND THAT MAY CAUSE SERIOUS INJURY OR DEATH, INCLUDING CHANGING WEATHER CONDITIONS; OPEN AND OBVIOUS VARIATIONS IN STEEPNESS, SURFACE CONDITIONS, AND CONSISTENCY OF TERRAIN, SUCH AS FOREST GROWTH, ROCKS, STUMPS, WATERWAYS, STREAMBEDS, CLIFFS, EXTREME TERRAIN, AND TREES; WILDLIFE; AND MINING OR AGRICULTURAL ACTIVITIES, STRUCTURES, REMNANTS, EQUIPMENT, OR OPERATIONS. THE AREAS WITH DANGEROUS CONDITIONS ALSO INCLUDE LAKES, PONDS, WETLANDS, HILLS, MINES, AND OPEN SPACES THAT ALSO MAY HARBOR DANGEROUS ANIMALS AND PLANTS. ENGAGING IN ANY OF THE ACTIVITIES PROHIBITED BY THE DISTRICT'S POSTED RULES AND REGULATIONS MAY CREATE OR INCREASE THE DANGERS AND RISKS OF HARM OR DEATH. PROHIBITED ACTIVITIES INCLUDE: ANY WATER-RELATED ACTIVITIES; USE OF FIREARMS, ARCHERY EQUIPMENT, AND ALL OTHER PROJECTILE DEVICES; OPERATION OR USE OF ANY UNAUTHORIZED MOTORIZED OR UNMOTORIZED VEHICLE; IMPROPER USE OF SOFTBALL FIELDS, SOCCER FIELDS, TENNIS COURTS, BASKETBALL COURTS, VOLLEYBALL COURTS, SKATE PARKS, OR PLAYGROUND AREAS; USE OR POSSESSION OF FIREWORKS OR EXPLOSIVES; CLIMBING STRUCTURES, IMPROVEMENTS, TREES, BRUSH, OR ROCKS; HUNTING, STALKING, CAPTURING, OR RELEASING WILD OR DOMESTICATED ANIMALS, FISH, REPTILES, OR FOWL; CONSTRUCTING, PLACING, OR MAINTAINING ANY KIND OF ROAD, TRAIL, STRUCTURE, SIGN, FENCE, MARKER, ENCLOSURE, COMMUNICATION EQUIPMENT, SWING, ROPE, TREE HOUSE, OR OTHER IMPROVEMENT.



Estimate

4191 Inca St
Denver CO 80211
Phone (303) 350-4778 Fax (303) 232-3344

Date: 9/5/2024
Job # 8761MNT

Roxborough Village
SDMS Inc.
7671 N Rampart Range Rd.
Littleton, CO 80125

Bid Description: Roxborough Village Pavilion Painting

PST was contacted by the property manager to provide an estimate to repaint the roofs at the Roxborough Soccer Field/Playground. PST did an inspection and found the paint on the roofs of the structures to be peeling and chalking. PST will be power-washing the structures to remove any dirt and debris. The roofs will then be cleaned with TSP to strip away peeling or chalking paint (Approximately 289 Sq Ft large roof) (Approximately 87 Sq Ft small roof). PST will paint the roofs with a color matched Direct To Metal Paint.

- 1) Power-washing structures to remove dirt and debris.
- 2) Use TSP and scrapers to remove any peeling or chalking paint.
- 3) Allow structures to dry and inspect surfaces for any additional scraping.
- 4) Paint the roofs with a color matched Direct To Metal Paint.
- 5) Allow 2 to 3 hours dry time.
- 6) Apply 2nd coat of paint.
- 7) Clean up any trash and dispose of off site.



Large Pavilion Roof app. 289 Sq Ft

- 1) The underside of the roof will be power washed but there is no need to paint it.
- 2) Job will take 1 day to complete, dependent on weather.

Large Roof Painting Total \$2,075.89

Small Pavilion Roof app. 87 Sq Ft

- 1) The underside of the roof will be power washed but there is no need to paint it.
- 2) Job will take 1 day to complete, dependent on weather.

Small Roof Painting Total \$576.46

Option #1 Paint Body Of Small Structure app. 294 Sq Ft

- 1) **OPTIONAL**; Paint the walls and posts of the small structures to update the faded paint.
- 2) Change Order of \$422.52 will be added to the total if accepted.

\$422.52

Respectfully submitted,

Jarod Sinclair

Estimator / Project Manager

Water Extraction Team / Property Solutions Team



Accepted by: _____

Printed Name & Title: _____

Terms and Conditions & Exclusions:

- * All material is guaranteed to be as specified, the work to be performed in accordance with the drawings and/or specifications submitted (if any), and the job completed in a substantial workmanlike manner.
- * This Proposal is based on our interpretation of the plans, specifications, or description of the work supplied by Owner. Estimate subject to equitable adjustment due to Owner directed changes in anticipated specifications, sequence, scope, or schedule.
Excludes any utility relocates or repairs that may be required.
Excludes any and all associated cost with winter conditions and will be addressed on a time and material bases if required. (i.e. Including but not limited to acts of God, excessive snow, frozen ground, below freezing temperatures and other unforeseen conditions)
I reserve the right to revise this report if and when additional information is provided.
- * This proposal is valid for a period of 30 days from its effective date.
Note: The owner to have the property tested for asbestos and lead prior to start of work on any building constructed prior to October 12, 1988, as per Colorado Department of Public Health and Environment Regulation No. 8 part B - Asbestos section III subparagraph III.A.I.d., all abatement by OWNER.
Note: If the estimate contains materials that fluctuate in price, i.e. steel, petroleum, etc. the estimate may change if not accepted within 30 days.
- * If accepted, the above items noted as "OPTIONS" will be incorporated into the contract through a change order, therein modifying the contract amount accordingly.

Exclusions:

- * Engineering, life safety, or permits.
- * Code related upgrades or corrections.
- * Bonding, permitting, or any related fees.
- * Remediation, removal, or abatement of any hazardous or toxic materials (e.g. lead paint, asbestos, etc.).
- * EPA regulations and requirements are the responsibility of the owner.



JOB SITE

Roxborough Community Park - Comm-Ext - JOB-1410-2842

7671 N Rampart Range Road
 Roxborough, CO 80125
 (720) 303-9856
 chogue@sdmsi.com

PREPARED BY

Josh Gentry
 Commercial Marketing Associate
 (720) 447-1638
 jgentry@certapro.com



CLIENT

Roxborough Community Park

7671 N Rampart Range Road (720) 303-9856
 Roxborough, CO 80125 chogue@sdmsi.com

CLIENT CONTACTS

Charlie Hogue
M: (720) 303-9856
E: chogue@sdmsi.com

PRICING:

Metal Posts	\$247.97
Tops of Roofs	\$860.46
Undersides of Roofs	\$641.51
Subtotal:	\$1,749.94
Total:	\$1,749.94

GENERAL SCOPE OF WORK

Thank you for the opportunity to allow CertaPro Painters to bid on your painting project. CertaPro is North America's largest painting company, and our two franchises serve all of the greater Colorado communities. All of our employees live locally and have a vested interest in a successful project. By working with such a large company, you also have the peace of mind in knowing that we won't walk off the job and will continue to ensure 100% completion of the project. We look forward to a successful project with you.

The price above is a la carte. Any combination of the line items listed above can be chosen and the price will accurately reflect the choices provided.

General Scope of work

This is a proposal for CertaPro Painters to paint the tops of the metal pergolas as well as the undersides and the metal posts. Management may choose if they would like to remove any items from the scope before the project begins. The tops of the pergolas are peeling significantly. CertaPro will scrape all peeling paint, but Management still may see small paint lips between the old paint the new paint. CertaPro will also prime with a direct to metal primer in any areas of bare metal. CertaPro will NOT paint the metal grates that are found on the smaller pergola with the portapotty, because the paint will potentially fill the holes and will look uneven.

Prep

Proper preparation is crucial in commercial exterior painting because it ensures that the paint adheres well to the surface, lasts longer, and provides optimal protection against harsh weather conditions and other environmental factors. CertaPro's reputation is second to none in making sure every substrate is properly prepped.

- CertaPro Painters will prepare all exterior work surfaces for paint with a power wash to remove any dirt or grime that may prevent adhesion.
- CertaPro Painters will scrape any loose or peeling paint that may prevent adhesion. CertaPro will follow through on these areas with a spot prime before painting.
- CertaPro Painters will fill in any holes, divots, or remove unused anchors/screws that may visible or prevents adequate paint coverage. CertaPro will spot prime these areas prior to applying paint.
- CertaPro will scrape any failing caulk and reapply in areas where it has been removed.
- CertaPro Painters will mask off non-work surfaces that are adjacent to a paint system to prevent paint contamination. CertaPro will also mask off areas where two or more paint systems intersect.
- CertaPro Painters will lay down drop cloths and plastic sheeting to protect walkways, windows, equipment, etc. from potential paint overspray/dripping.

Color/Paint Specs

Color match

Metal

A. Spot Prim Coat: Pro Industrial Pro-Cryl Universal Metal Primer

B. Finish Coat: Sherwin Williams Sher-Cryl HPA - Semi-Gloss

Storage

To manage efficiency during this project, our crews should have access to a storage area to return paint, tools, and supplies at the end of each day.

Restrooms

To further manage efficiencies during this project, our crews should have access to a restroom during the day. This will reduce the amount of time spent leaving the work site and allow our crews to get more work done in a given day.

Communication

CertaPro Painters will maintain close communication with management to ensure that management is aware of our crews and their expected service timeframes, maintaining consideration of the expected movement of anyone who may be onsite, and necessary protocols.

Access

CertaPro Painters will limit equipment and personnel to work areas, maintaining active consideration of anyone's responsibilities which may include access around the building.

Cleanliness

CertaPro Painters will maintain a clean work environment for the duration of the project.

SURFACE PREPARATION

STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- Wash or wipe down surfaces being painted.
- Scrape and sand loose and peeling paint. Please Note** Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing or missing.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Metal Posts			
Siding - Metal - Airless Spray	Sher-Cryl HPA-Acrylic-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	GC / spot prime	TBD Siding
Tops of Roofs			
Siding - Metal - Airless Spray	Sher-Cryl HPA-Acrylic-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	GC / spot prime	TBD Siding
Undersides of Roofs			
Siding - Metal - Airless Spray	Sher-Cryl HPA-Acrylic-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	GC / spot prime	TBD Siding

ADDENDUM - ALL PICTURES



Don't paint metal grates.





NOTES

- **CUSTOMER SERVICE COMMITMENT:** The goal for this job is to provide the best customer experience possible. This is accomplished by making the client part of the process with daily updates and by providing excellent communication, by doing things right the first time and by respecting your property and your home. We recognize that we are guests.
- • Once the painting project starts, the crew will be your main point of contact. They can take care of everything pertaining to scope of work and missed spots.
- • The crew chief will meet with you at the beginning of the project to review the scope of work and color selections.
- • We will communicate with you to inform you of what has been completed, what will be done tomorrow and any possible issues.
- • And finally, we will have you do a final inspection called the Pride Walk with the crew to make sure that you are completely satisfied with the completed project.

ADDITIONAL NOTES

PICKING YOUR COLORS

Selecting the best colors for you is very important but can be challenging. We want you to spend enough time selecting the best color for you. The internet (Pinterest, Houzz, etc) is a good place to get started. If you select CertaPro Painters for your paint project you are then allowed to pick up 3 free samples from your nearest Sherwin-Williams store. We also can provide a free color consultation if you need one. Once you have made your selection, we will need to color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 5 days before your projects start date to avoid delays.

ROTTING WOOD

If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process.

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Kevin Henderson**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.

- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



Adam Hulme
720-599-5967
adam@mountainwestpainting.com

Estimate

Mountain West Painting
7345 S Pierce St. #108
Littleton, CO 80128
720-520-5505

CONTACT	JOB ADDRESS	ESTIMATE ID	DATE
Charlie Hogue Roxborough Soccer Field Littleton, CO 80125 chogue@sdmsi.com 303-987-0835		1818	Sep 17, 2024

Item

General Description of Work

Project Timing: TBD

Job Length: 2-3 Days

Daily Set-up and Clean-up:

All tools and equipment are stored in a designated area. The crew will organize all painting materials and equipment daily before going home and ensure the job site is free from job-related debris. All tools, equipment, and waste materials will be removed upon project completion.

Final Walkthrough:

The job lead will perform a final walkthrough upon project completion to ensure customer satisfaction and address any final questions or concerns. Touchups will be scheduled if needed. Final payment will be collected upon completion of the final walkthrough.

Exterior Preparation and Staining Details

Preparation

- Power wash all exterior surfaces before painting to remove dirt, residue, and peeling stain/paint.
- Scrape all peeling areas, including bare wood and underside of siding boards. Note that ridges will be visible where peeling stain/paint was removed.
- Areas of failing caulk will be re-caulked before painting
- Nail pops will be hammered flush to the surface
- Mask areas not being painted

Painting

- Stain/Paint to cover in compliance with manufacturer specifications to achieve proper thickness.
- The body of the home will be sprayed/backrolled and trim will be brushed and/or rolled on faces only unless specified otherwise.

Picnic Pavilion	\$1,159.03
Siding, Scrape, & Spot Prime, Posts, Power Wash, Scuff Sand	

Porta Potty Pavilion	\$652.11
Siding, Scrape, & Spot Prime, Posts, Power Wash, Scuff Sand	

Set Up, Clean Up, and Supplies	\$425.00
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Specific exclusions or clarifications:

- Direct to metal paint would be used on all surfaces.
- Roofs are excluded for our warranty.

Exterior Product, Colors, and Finishes - Standard
Paint: Sherwin Williams DTM Exterior Acrylic Latex

- Body Color: Match Existing
- Finish: Satin

Caulk: SherMax Urethanized Elastomeric Sealant

Deposit & Payment Information

- Quoted price is valid for 30 days
- 10% Deposit due upon approval of the proposal
- Payable by credit card, check, or cash
- A deposit must be paid to hold your place in our schedule.
- Monthly payment options available. 3.9% processing applies.
- Payment in full is due upon completion
- 2% processing fee applied to all credit card transactions (excludes deposits)

Total	\$2,236.14
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Or as low as **\$102.05/month*** with



Terms and Conditions

- 1. General.** All provisions in the Terms and Conditions are material terms of the Contract. The proposal is automatically withdrawn on the 10th day following its Date of Issue if not accepted in writing and a copy returned to Mountain West Painting, LLC ("Contractor"). If Customer cancels the Contract prior to the start of work, Customer is liable for 15% of the total Contract price as liquidated damages because Contractor is unable to accurately measure its damages for the cancellation of the Contract, plus any actual damages or other remedies provided for in this Contract or applicable law, all such remedies being cumulative and not mutually exclusive. By executing this Contract Customer and Contractor agree that the liquidated damages amount is not a penalty.
- 2. Acceptance, Cancellation, and Defined Terms.** The stated process, specifications and conditions are satisfactory and are hereby accepted by the Customer. Completion shall be defined as the date upon which all contracted work is substantially complete, as determined by the Contractor.
- 3. Nature and Scope of Work.** Scope of work is defined in the Contract. Contractor does not provide engineering, consulting or architectural services. Customer warrants that any plans, specifications or design plans are sufficient and conform to all applicable laws and building codes. *Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations.*
- 4. Asbestos and Toxic Materials.** The Customer warrants that the area where the Contractor will be working is free from asbestos and toxic materials. Contractor is not responsible for any claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. If such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials. For any property built prior to 1978, a lead test must be performed in order to meet the EPA guidelines for same and harmless work environments. If your property tests positive, then the Contractor may terminate this Contract.
- 5. Payment and Price.** Unless otherwise provided herein, Customer shall make payment to Contractor as follows: Customer shall pay an initial payment of ten percent (10%) of the total Contract amount upon execution of the Contract. Customer shall pay the remaining balance IN FULL, which includes all charges for changes/extras outside of the scope of work identified herein, to Contractor within one (1) day from the date of SUBSTANTIAL COMPLETION of the work. The total Contract price, including the charges for changes/extras, shall be payable to Contractor in accordance with Contract terms. If Customer fails to pay Contractor in accordance with this Contract, then Contractor may, at its sole discretion, suspend performance of all work, suspend shipments and/or warranties until full payment is made, and/or terminate this Contract. If a suspension occurs that is not caused solely by the Contractor, the Contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If there is an increase in the price of materials charged to the Contractor in excess of five (5%) percent, subsequent to making this Contract, then the price set forth in this Contract shall be increased without the need for a written change order or amendment to the Contract to reflect the price increase and additional direct cost to the Contractor. Contractor shall submit written documentation of the increased charges to the Customer. If any line item increases in excess of 10% subsequent to the making of this Contract, Contractor may cancel this Contract for its convenience. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time

that the Contractor is delayed by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the Contractor. Due to material shortages, Customer may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Contractor shall notify Customer, and Customer agrees to provide Contractor with an extension of time for any delay attributable to the temporary inability to obtain materials.

6. **Non-payment.** Any late payments shall earn interest at the rate of 1-1/2% per month until paid (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Contractor shall be entitled to recover all costs of collection incurred by Contractor, including attorney's fees, costs, expenses, and costs of collection.
7. **Insurance.** Contractor shall maintain automobile, general liability, and worker's compensation insurance as required by law. Upon Customer's request Contractor will provide Customer with copies of certificates of coverage or declarations sheets. Customer shall maintain property insurance during the course of the work, including but not limited to fire and physical loss due to vandalism and malicious mischief clauses and theft.
8. **Site Conditions and Access.** Customer will provide Contractor with adequate access to electricity and other utilities as needed to the work site. Contractor shall not be required to begin work until work areas are ready and acceptable to receive Contractor's work and allow continuous full operation until job completion. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for preexisting damage and/or structural damage. Contractor shall not be responsible for any preexisting damage and/or structural damage. Should concealed or unknown conditions exist from those ordinarily encountered, the Contract price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor disclaims liability for such conditions. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready after Contractor has been notified to proceed will be charged as an extra expense.
9. **Use of Photo and Likeness.** Customer consents to photographs/videos/images being taken of his or her residence and agrees to allow his or her photo, video, or likeness to be used for any legitimate purpose by Contractor or its partners, producers, sponsors, organizers, and assigns, including but not limited to promotional and marketing uses.
10. **Mold Disclaimer.** *Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to the Work, including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.*
11. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, but rather the materials used are represented as such by the manufacturer. Contractor is not responsible for the inadvertent use of any defective products used on the property and is not responsible for any

costs/damages associated with any remediation of harm caused by same. A defective product(s) shall not be grounds to withhold payment or reject the work performed by the Contractor.

12. **Warranty.** Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Contract. All warranties and guarantees, if any, provided under the Contract are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Contract. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of the breach in the Manufacturer's warranty.
13. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
14. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this Contract. Contractor shall not be responsible for loss or damage, whether actual or consequential, or for delay or any other claim arising out of or caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Contract, shall Contractor be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Contract for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Contract regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. Customer shall hold harmless, defend, and indemnify Contractor for/from all Claims that relate to or arise out of any responsibility/liability which is expressly disclaimed by Contractor in these Terms and Conditions.
15. **Customer Delay:** The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

16. **Contractor's Default:** If the Customer believes the Contractor to be in breach of this Contract, Customer shall give Contractor at least seven (7) days written notice and the opportunity to cure or such additional time as is reasonably necessary to cure the alleged breach, before declaring the Contractor in default of this Contract.
17. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action, or controversies ("Claims") arising out of, resulting from, any of the following in connection with Contractor's work: 1) pre-existing surface conditions, including without limitation, improper installation or defects in design or construction of the structure; 2) distortion or warping due to building heat, excessive temperature exposure or unusual heat sources; and 3) color change arising due to normal weathering, oxidation, extreme weather and atmospheric conditions.
18. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Contract or differ materially from that generally recognized as inherent in work of the character provided for in this Contract, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Contract. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement. Customer must correct any existing defects on the property which may affect the work under this Contract. Contractor shall not be liable for correcting any existing defects such as dry rot, structural defects, or code violations.
19. **Protection of Property.** Due to the nature of the work to be done at Customer's request, the Customer shall be solely responsible for and shall hold Contractor harmless for: 1) any damage done to curbs, walkways, driveways, structures, arches, sod, shrubs, lawn, landscaping, trees, , appurtenances, person(s) or real or personal property at the job location; and 2) damage to persons or property caused by or arising out of the unauthorized use or accessing/moving by anyone other than Contractor, of Contractor's materials, tools, or equipment. Contractor shall not be responsible for lost, stolen, or damaged personal items and wall hangings. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner. The cost for testing and abatement of asbestos and lead is the sole responsibility of Customer. As part of the painting process, odors and emissions from painting products will be released. Customer shall be responsible for indoor air quality during the work and shall hold Contractor harmless, indemnify and defend Contractor from any and all claims, actions, proceedings, and complaints arising out of or relating to fumes, odors, and/or the indoor air quality during Contractor's performance of the work.
20. **Waiver of Subrogation.** Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by property insurance.
21. **Dispute Resolution:** If a dispute arises concerning any matters or questions arising out of or relating to this Contract or the breach thereof (a "dispute"), the parties shall in good faith attempt to resolve the dispute through mediation. If mediation is unsuccessful, such dispute shall, at Contractor's sole election, be decided by a confidential binding arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations and/or repose. The costs of the arbitration, including fees to be paid to the arbitrator, shall be shared equally by the parties, but

Contractor shall be entitled to recover its share of the costs of the arbitration from the customer in the event Contractor is the prevailing party. Customer shall not be entitled to recover from Contractor his/her/their attorneys' fees or arbitration costs even if Customer is the prevailing party in arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorneys' fees. Any such arbitration shall be conducted by a single arbitrator with expertise in the construction industry agreed upon by the parties and shall be conducted in Arapahoe County, Colorado. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event the dispute proceeds to litigation, the parties KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE CONTRACT, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS CONTRACT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS CONTRACT.

22. **Choice of Law, Venue and Attorney's Fees.** This Contract shall be governed by the laws of the State of Colorado. Venue of any proceeding arising out of this Contract shall be Jefferson County, Colorado. Customer agrees he/she/they shall be responsible, and Contractor shall be entitled to be reimbursed by Customer, jointly and severally, as applicable, for any and all of Contractor's legal expense, attorneys' fees, or costs of collection of any kind associated with any aspect of this Contract or the relationship created thereby or related thereto, including, without limitation, any and all pre-suit/pretrial activities, including written or other demands to Customer, requests for compliance to Customer, etc., and any dispute resolution efforts, including informal negotiations, mediation, arbitration or other ADR efforts, and the filing or maintenance of any lawsuit or other legal action whether in law or equity, from trial through any appeal, including any action or proceeding to interpret or to enforce this Contract, or in any litigation between the Parties arising out of or relating in any way to this Contract, the property, the work, or the project that are the subject of this Contract, and including the costs and attorneys' fees incurred in seeking to determine Contractor's entitlement to or the amount of such attorneys' fees or other legal expense, and including expert fees incurred to establish the reasonableness of such attorneys' fees or legal expense.
23. **Punch List Items.** Contractor shall notify Customer when the Project reaches substantial completion. Customer shall be entitled to conduct a single, final walkthrough with Contractor and issue a punch-list for any repairs or corrections necessary to complete the work in accordance with the Contract Documents ("Punch List Items"). Any items identified within the punch-list that consist of additional work or work beyond the scope of an agreed upon change order shall be treated as a change order. The Parties agree that any work requested after the creation of the punch-list is either a change order or warranty claim. Upon Contractor's communication to Customer that work is complete except for identified Punch List Items, Customer shall pay Contractor in full, unless some dispute as to the completion of Punch List Items exists. In the event of a dispute as to Punch List Items, Customer shall be entitled to withhold not more than 5% of the remaining contract price (the "Punch Work Holdback") pending the completion of the identified Punch List Items in dispute. The Punch Work Holdback shall be paid by Customer to Contractor within twenty-four (24) hours completion of all Punch List Items. If Customer believes that the Punch List Items are not all completed, such communication must be made to Contractor within twenty-four (24) hours of receiving notice that all Punch List Items are complete, and Contractor must be provided with access to inspect the claimed non-completed Punch List Items within three (3) days of Customer's notice to Contractor of said belief or else such claims will be deemed waived by Customer.
24. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of Customer and Contractor and is not intended for the benefit of any other parties.

25. **Construction and Interpretation.** This Contract contains all of the representations, warranties and promises of the Contractor. No agent or representative of the Contractor is authorized to make any representation or promise on behalf of the Contractor other than those contained herein. Each provision of the Contract shall be construed as if both parties mutually drafted this Contract. If a provision of this Contract (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Contract, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. By executing this Contract, Customer represents that it has the authority to enter into this Contract. The Contract Documents consist of the Proposal/ Contract page, these Terms and Conditions and all documents referenced herein, and the Limited Workmanship Warranty (if any), which are all incorporated herein by reference. Customer agrees that his or her signature to any one of the Contract Documents constitutes the receipt and acceptance of all of the Contract Documents and agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time at no cost.

LIMITED WORKMANSHIP WARRANTY
NON-TRANSFERRABLE

*This warranty is valid only if signed by the Customer and **Mountain West Painting, LLC** ("Contractor"). This warranty is a part of the Contract between Customer and Contractor and incorporates the terms of the Contract Documents. Any warranty provided by or through Contractor is void if Customer fails to pay for any portion of the Contract amount.*

COVERAGE: Under this express workmanship warranty, the Contractor will at its own expense for a period of 24 months from the date of completion shown above, repair peeling, blistering, or chipping paint resulting from poor workmanship unless the failure is a result of a specified exclusion.

EXCLUSIONS: Contractor disclaims all liability for claims arising out of the exclusions listed below. Customer acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of any one of these claims. This express workmanship warranty does **NOT** cover the following:

1. Failure, defects, or damages arising from, connected with, or attributable to:
 1. Natural disasters including, without limitation, floods, lightning, blizzards, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
 2. Pre-existing surface conditions, including, without limitation, improper installation or defects in the design or construction of the structure where the paint was applied.
 3. Harmful fumes, chemicals, distortion or warping due to building heat, heat build-up, excessive temperature exposure of unusual heat sources.
 4. Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect including, without limitation, decks, railings, sills, siding, trim boards, stairs, porches, roofs, and wood gutters.
 5. Acts of God, strikes, riots, war, civil disturbances, fire, vandalism, or other damage beyond Contractor's control.
 6. Abrasion, mechanical damage, Abrasive cleaning, abuse, or damage resulting from the use of chemicals or cleaning agents or exposure to harmful liquids or gases.
 7. Accident, abuse, misuse, or neglect.
 8. Color changes arising due to normal weathering, oxidation, or extreme weather and atmospheric conditions.
 9. Poor condition of the painted surface including, without limitation, peeling, rotting, and staining.
 10. Normal wear and tear.

11. Bleeding caused by knots, rust, or cedar.
12. Varnished surfaces, surfaces made of, or containing, galvanized metal.
13. Cracks in drywall, plaster, or wood.
14. Manufacturing defects of any paint materials that materially affect their performance.
15. Any work, paint materials or other products not supplied by Contractor.
16. Mill-glazing from smooth cedar, peeling of layers of existing paint materials prior to the commencement of Contractor's work, settling or movement of the structure where the paint was applied, or moisture in the substrate.
17. Damage to the building, structure, or other base over which paint is applied.
18. Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
19. Exact paint matches as environmental conditions will affect the color and finish of all paints over time.

ACTION: It is the Customer's responsibility to notify Contractor in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of work performed or services provided by Contractor under the contract ("Occurrence"). *Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.* Upon receiving notice, Contractor will inspect the structure, and if the cause of the bleeding, chipping, or blistering paint is within the coverage as stated above, the Contractor will arrange for repairs to be made at no cost to the Customer. If the cause of the bleeding, chipping, or blistering paint is not covered by the warranty, Contractor will notify Customer that the work requested is not covered and Contractor shall not be liable to Customer for the cost of repairs or damage arising from the bleeding, chipping, or blistering paint. Other than this express workmanship warranty: ***THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY CONTRACTOR.***

_____ _____
ESTIMATOR SIGNATURE DATE

_____ _____
CUSTOMER SIGNATURE DATE

Estimate #1818 for Charlie Hogue
Total value: \$2,236.14

INVOICE

DC2 Services

9249 South Broadway #200-364
Highlands Ranch, CO 80129

marc.cushing@dc2services.com
+1 (720) 201-0959
www.dc2services.com

Bill to

Roxborough Village Metropolitan District
c/o Special District Management Services,
Inc
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Ship to

Roxborough Village Metropolitan District
c/o Special District Management Services,
Inc
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Invoice details

Invoice no.: 6170
Terms: Net 15
Invoice date: 10/02/2024
Due date: 10/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Tree planting	Within the areas designated by the Roxborough Village Metropolitan District, plant the following trees/bushes: - (3) Box Elder Sensation Maples, 2 inch caliper - (3) Common Hackberries 2 inch caliper - (2) Vanderwolf Pine 7 foot height (not measured in caliper) - (2) Ponderosa Pines 8 foot height (not measured in caliper) - (1) Plains Cottonwood #15 container (not available in caliper sizes) - (3) B&B Honeycrisp Apples	1	\$7,540.00	\$7,540.00
2.		Miscellaneous	All trees were staked as estimated	1	\$490.00	\$490.00
3.		Irrigation repair	Only one pipe repair was needed, during a dig at Marmot Ridge Park. Two pipe breaks resulted from digging, but one was repaired by the landscape maintenance company as they were on site at the time, and the other was repaired by DC2.	1	\$87.00	\$87.00
4.		Additions	The following completed work was outside/beyond the scope of the original estimate: - Planted (1) Additional Ponderosa Pine tree (8 foot) in the soccer field grass area.	1	\$4,810.00	\$4,810.00

- Cut down and hauled away the large dead pine tree in the soccer field project area. Also brought in stump grinding equipment and ground the stump of the removed tree. Removed excess stump grounds and cleaned up the area.
- Cut out and removed two massive root balls of trees that were in the upper concrete planting squares, and hauled them away for disposal. The lengthy process of digging around and exposing large roots, as well as cutting those major roots, was done by hand, and the removal had to be done with large equipment.
- Brought in (4) cubic yards of shredded cedar mulch material and installed it around all of the new trees.
- Completed a full watering service of all new trees. This included drive time to the area, filling the portable tank from the irrigation system quick connect locations at the parks, and all labor associated with driving the vehicles around to
- Upgraded the #15 container Honeycrisp Apples to a B&B size, which is a significant step up in size and labor, due to availability.

5.	Credits	<ul style="list-style-type: none"> - Reduction in size of the Limber/Vanderwolf Pines by 1 foot, due to availability - Reduction of 1/2 inch of Caliper size on the Box Elder Maples 	1	-\$525.00	-\$525.00
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Total	\$12,402.00
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