CONSTRUCTION CONTRACT
FOR COAL CREEK RAW WATER PUMP STATION IMPROVEMENTS

THIS CONSTRUCTION CONTRACT FOR COAL CREEK PUMP STATION ("**Contract**") is entered into and effective as of the 19 day of March, 2015, by and between **VISTA RIDGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **Barnard Structures Incorporated**, a Colorado corporation (the "**Contractor**"), (each a "**Party**," and collectively, the "**Parties**").

I. PERFORMANCE AND GENERAL WARRANTIES

1.1 Performance and General Warranties. The Contractor shall:

(a) Perform the work described in **Exhibit A** hereto (the "**Work**"), safely and in accordance with the highest standard of care, skill, and diligence provided by a professional person or contractor in performance of work similar to the Work.

(b) Be properly qualified to perform the Work. Contractor does hereby warrant that all Work and workmanship shall be of the grade and quality specified in this Contract, shall conform in all respects to the requirements of this Contract, and that any design or engineering Work shall be free of defects and performed in accordance with the highest standards of care and skill of the engineering profession.

(c) Contractor shall be 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:

(i) All employees on the Work or other persons who may be affected thereby;

(ii) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

(iii) Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall be required to assume sole and complete responsibility for site conditions during the course of construction of the project, including the safety of all persons who may enter on the site for any reason and the security of all property located on the site. This requirement shall apply at all times during the course of the Contract and not only to normal work hours.

1.2 Change Orders. If either Party proposes that changes be made in the scope of Work or the Schedule, Contractor shall submit a written change order with a complete description of the proposed change, a statement of cost, Schedule impact, and any other

description of the proposed change, a statement of cost, Schedule impact, and any other information requested by the District. Contractor bears all risks of performing, and the District shall be under no obligation to pay for, any Work changed without prior written approval of the District, which approval may be given or withheld at the District's sole discretion. Pursuant to Section 24-91-103.6(2)(c), C.R.S., no reimbursement shall be required for additional compensable work pursuant to an order or directive by the District requiring the performance of same before the Contractor has submitted an estimate of cost to the public entity for such additional compensable work to be performed, and the Contractor hereby agrees that any such estimate of cost shall be provided in writing and, if not accepted in writing by the District, shall be deemed rejected. The Parties additionally agree that no order or directive by the District requiring the performance of additional compensable work by the Contractor shall be effective until after the District accepts in writing the Contractor's estimate of cost for same.

1.3 Liens; Lien Waivers. Contractor shall not allow any lien or encumbrance of any sort to be fixed against the District or its property. Contractor shall provide to the District written lien waivers for all Work in the form attached hereto as **Exhibit B**. Until Contractor provides such lien waivers, the District may withhold from payment to Contractor a sum that District considers sufficient to pay any unpaid claims for Work performed, as set forth in Section 38-26-107, C.R.S. The District is not obligated to pay any of Contractor's unpaid bills, but after giving notice to Contractor, District may pay Contractor's unpaid bills and any such payment shall be considered as a payment made to Contractor under this Contract.

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

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

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

II. CONSTRUCTION WARRANTIES

2.1 Construction Materials. Contractor warrants that all materials, equipment, and construction materials (collectively, "**Construction Materials**") shall be (i) of a grade and quality to meet all specifications of their required use; (ii) free from liens or encumbrances of any kind; and (iii) free from defects in workmanship and materials for a period of twenty-four (24) months after the date of initial acceptance by the District or other appropriate entity ("**Construction Warranty Period**"). Any warranties Contractor has received from third-party suppliers of Construction Materials shall be assigned to the District, and Contractor shall provide the District with copies of warranty contracts; provided, however, that assignment of such warranties to the District shall not relieve Contractor from the warranties given to the District by Contractor under this Contract. Contractor shall not take any action to modify, release, waive, or

otherwise discharge any such warranties without the prior written consent of the District. Contractor shall enforce such warranties and guarantees on behalf of and for the benefit of the District during the performance of the Work and throughout the Construction Warranty Period, regardless of whether the warranty has been assigned to the District under this Contract. The District shall have the right, but not the obligation, to enforce any such warranty itself, and in the case of any warranty not yet assigned to the District, the District shall have the right to subrogate to all of Contractor's rights with respect thereto.

2.2 Site Conditions. Contractor has inspected the site for all physical limitations on design and construction, and Contractor fully understands the applicable design criteria and parameters for the Work. Any failure to inspect and examine such conditions shall not relieve Contractor of the responsibility for properly estimating the difficulty, cost, and time required for performance of the Work. If Contractor discovers any latent physical conditions, it shall promptly report the same, in writing, to the District, and if the District determines such conditions could not have reasonably been anticipated by the Contractor, and such conditions materially change the nature or method of performance of the Work, a change order shall be issued to address the same.

2.3 Liability for Loss. Contractor shall have control of and be liable for all risk of loss or damage to all Construction Materials to be provided as part of the Work until such time as such Construction Materials are so provided or incorporated and final invoice payment has been made by District for all the Work performed as required under this Contract. Contractor shall have control of and be liable for all risk of loss or damage to all Construction Materials belonging to Contractor which are brought on to the site and for all damage or loss to real or personal property of the District to the extent caused by Contractor. Upon demand by the District, Contractor shall, at the District's sole option, promptly pay for such loss or damage, or shall repair or replace such damaged property.

III. LIMITATIONS ON AUTHORITY

3.1 Limitations on Authority.

(a) The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any debt, contractually bind, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Contract or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Contractor shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Contractor is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Contractor or any of its employees, agents, subcontractors or suppliers as employees of the District. The Work to be performed by the Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Contractor for the Work performed as provided herein. The District shall not be responsible for the Contractor's means, methods, techniques, sequences or

procedures of work or for safety precautions incident thereto. **The Contractor is not entitled to worker's compensation benefits and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Contract.**

IV. COMPENSATION AND PAYMENTS

4.1 Compensation. The Contractor shall be paid Forty-Nine Thousand, Eight Hundred Eighty-Six Dollars ($49,886.00) (the "**Compensation**"), unless otherwise approved in advance by the District through a written change order.

4.2 Monthly Invoices and Payments. The Contractor shall submit to the District a monthly invoice, in a form acceptable to the District, on or before the 5th day of each month. Invoices shall describe Work performed and costs of such Work for the invoice period. Each invoice shall be accompanied by (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all subcontractors and suppliers with whom the Contractor has entered into subcontracts, the amount of each subcontract, the amount requested for any subcontractors and the amount to be paid to the Contractor for such progress payment, together with similar sworn statements from all such subcontractors and suppliers; (ii) duly executed waivers of mechanics' and suppliers' liens from all subcontractors and, when appropriate, from suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities in any previous invoices; and (iii) all information and materials required to comply with the requirements of this Contract or reasonably requested by the District. It is the intention of the Parties that the Contractor submit a lien waiver current through the last date on which the current invoice is requested. Subcontractors and suppliers are to submit lien waivers for the period through the date of the prior invoice request (i.e., thirty (30) days in arrears). Subject in all events to the following retainage provision and the other rights of the District to retain amounts, invoiced fees shall become due and be paid within forty-five (45) days of submittal of each invoice. If, in the opinion of the District, the Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent (95%) of the calculated value of completed Work, less the aggregate payments previously made. If, in the opinion of the District, satisfactory progress is not being made on the Work, or if a claim or similar action is filed under Section 38-26-107, C.R.S., the District may retain such additional amounts as may be deemed reasonably necessary by the District to assure completion of the Work or to pay such claims or similar actions and any engineers' or attorneys' fees reasonably incurred or to be incurred by the District defending or handling such claims or similar actions. Subject to the foregoing, the withheld percentage of Compensation may be retained until this Agreement is completed to the satisfaction of, and the Work is finally accepted by, the District in accordance with the provisions of this Agreement. Progress and other payments shall not constitute final acceptance of the Work. Invoices shall be submitted and paid no more frequently than once a month.

4.3 Expenses. The Contractor is responsible for all expenses it incurs in performance of this Contract and shall not be entitled to any reimbursement or compensation unless otherwise approved in advance by the District in writing.

4.4 Final Payment. Upon the resolution of all claims, if any, filed pursuant to Section 38-26-107, C.R.S., the District shall make final payment, including release of any retainage, to

Contractor, in accordance with Section 38-26-107, C.R.S., within sixty (60) days, even if Compensation due under this Contract does not exceed Fifty Thousand Dollars ($50,000).

4.5 Subject to Annual Budget and Appropriation; District Debt. This Contract is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. The District has appropriated money equal to or in excess of the Compensation. This Contract is subject to annual appropriation by the District. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any Colorado constitutional provision or statutory limitation.

V. SUSPENSION OF WORK AND TERMINATION

5.1 District May Suspend Work. The District may suspend the Work wholly or in part because of unfavorable weather or other essential conditions, or because of the failure on the part of the Contractor to properly prosecute the Work in accordance with the Contract, to carry out orders or to remove defective material or Work. The Contractor shall have no right to suspend Work. Prior to resuming Work, Contractor shall give the District adequate notice to afford opportunity to re-establish observation and inspection of Work being performed. If Work is suspended by the District for reasons outside of the Contractor's control, the Contractor may be reimbursed for actual expenses incurred related to the Work during such suspension, but no allowance shall be made for anticipated profits of the Contractor.

5.2 District May Terminate For Cause. The District may terminate the Contract if one or more of the following occur:

(a) Contractor is adjudged bankrupt or insolvent;

(b) Contractor makes a general assignment for the benefit of creditors;

(c) A trustee or receiver is appointed for Contractor or for any of Contractor's property;

(d) Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws;

(e) Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

(f) Contractor fails to make prompt payments to any of its subcontractors for labor, materials or equipment; or

(g) Contractor fails to comply with any provision of this Contract, and such noncompliance continues for seven (7) days following receipt of written notice of the same.

5.3 Actions Upon Termination For Cause.

(a) Contractor. Upon receipt of notice from the District that the Contract has been terminated, the Contractor shall:

(i) Immediately discontinue all Work;

(ii) Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete the portion of the Work under the Contract which is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

(iv) Assign to the District, in the manner, at the times and to the extent directed by the District, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated;

(v) Transfer to the District, and deliver in the manner, at the times and to the extent directed by the District (1) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with, the performance of the Work terminated by the notice of termination; and (2) the completed or partially completed plans, drawings, information, and other property associated with the Work; and

(vi) Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to the Work which is in the possession of the Contractor and in which the District has or may acquire an interest.

(b) District. Following written notice to Contractor that the Contract is terminated, the District may proceed to complete the Work. District may exclude Contractor from the site and take possession of the Work and all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which District has paid Contractor, but which are stored elsewhere, and finish the Work as District may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Compensation exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, including, but not limited to, fees and charges of engineers and attorneys and any court or arbitration costs, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to District. Such costs incurred by District shall be verified by an engineer and incorporated in a change order, but in finishing the Work, District shall not be required to obtain the lowest figure for the Work performed. If Contractor is terminated under Section 5.3, such termination shall not affect any rights of District

against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by District will not release Contractor from liability.

5.4 Termination Without Cause. The District may terminate this Contract, in part or in whole, at any time, without cause and in the District's sole discretion. Such termination shall be effective upon delivery of written notice to Contractor specifying the extent of such termination and the date upon which such termination becomes effective.

5.5 Actions Upon Termination Without Cause.

(a) Contractor. Upon receipt of written notice of termination without cause, the Contractor shall:

(i) Stop Work on the date and to the extent specified in the notice of termination;

(ii) Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete the portion of the Work under the Contract which is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

(iv) Assign to the District, in the manner, at the times, and to the extent directed by the District, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated;

(v) Transfer to the District, and deliver in the manner, at the times, and to the extent directed by the District (1) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and (2) the completed or partially completed plans, drawings, information, and other property associated with the Work;

(vi) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

(vii) Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to the Work which is in the possession of the Contractor and in which the District has or may acquire an interest.

(b) District and Contractor. District and Contractor shall work together to calculate payments due Contractor following termination under Section 5.4. Such payments may include a reasonable allowance for profit on Work performed by Contractor, as agreed upon by the Parties. However, such agreed amount or amounts, exclusive of any settlement costs paid to subcontractors, shall not exceed the amount set forth herein as Compensation. Such payment shall include, for all Work performed

before the effective date of the notice of termination under Section 5.4, the reasonable costs actually incurred by Contractor, which costs shall not include any overhead expenses, including, but not limited to, rent, insurance, supervision, superintendents, timekeepers, clerks, expediters, watchmen, small tools, incidental job burdens and general office expenses.

VI. INDEMNIFICATION, BONDS AND INSURANCE

6.1 Indemnification. To the fullest extent permitted by Colorado law, the Contractor hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property in such amount that is represented by the degree or percentage of negligence or fault attributable to the Contractor and/or its agents, representatives, subcontractors, suppliers or any person for whom the Contractor is responsible. In addition, the Contractor hereby agrees to indemnify, defend and hold the Indemnitees harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys' fees and costs when the same, in whole or in part, results from or arises out of (i) any claimed failure of the Contractor, its subcontractors, suppliers or any person for whom the Contractor is responsible to fully perform each and every provision of this Contract; or (ii) any failure of the Contractor, its subcontractors, suppliers or any person for whom the Contractor is responsible to pay for all labor, materials services, suppliers and equipment, which failure of payment results in any lien, encumbrance, demand or claim being made or asserted against the Project, the Work or against the Indemnitees or any surety on the Project. The foregoing indemnification shall include, without limitation, any losses suffered by the Indemnitees resulting from a failure of the Contractor, its subcontractors, suppliers or any person for whom the Contractor is responsible to comply with local or national laws and regulations.

6.2 Performance and Other Bonds. Contractor shall furnish, prior to commencement of the Work and at its sole cost and expense, the bonds set forth in **Exhibit D** hereto. Any bond so required shall remain in effect until the latter of (i) one (1) year after the date of final payment; or (ii) until the warranty period required by the jurisdiction accepting the Work expires, as applicable. All bonds shall be executed by sureties authorized to do business in the State of Colorado as listed in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond. If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Colorado, Contractor shall, within five (5) days thereafter, substitute another bond and Surety acceptable to the District.

6.3 Insurance Requirements.

(a) Contractor shall purchase and maintain during the entire term of this Contract, including any extensions of time resulting from change orders, and as provided in Section 6.3(b), such commercial general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract, whether such performance is by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(i) Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

(iv) Claims for damages insured by personal injury liability coverage which are sustained by any person other than an employee of the contractor;

(v) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(vi) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

(vii) Claims for bodily injury or property damage arising out of completed operations; and

(viii) Claims involving tort liability assumed in this contract, to the extent granted in an unendorsed industry standard ("**ISO**") Commercial General Liability policy, or broader.

(b) The insurance required of Contractor shall include the specific coverages and corresponding limits of liability provided in Section 6.3(c), or as required by law, whichever is greater, shall meet all requirements specified herein and shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company, or as otherwise accepted by the District. All coverages shall be underwritten by carriers authorized to do business in Colorado and acceptable to the District. All such insurance shall contain a provision that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days' prior written notice has been given to the Contractor, or until at least ten (10) days' prior written notice has been given where there has been a non-payment of premiums. To the extent that the insurance company provides such notice of cancellation or non-renewal, Contractor shall immediately

provide the District with a copy of such notice. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work. In addition, Contractor shall maintain the Products and Completed Operations insurance as shown in Section 6.3(c)(ix) for at least two (2) years after final payment and furnish the District with evidence of continuation of such insurance at final payment and one (1) year thereafter.

(c) Contractor shall obtain and maintain insurance coverage as provided herein, including the following:

(i) Worker's Compensation and Employers' Liability

(1) State: Statutory

(2) Employers' Liability

$500,000 Each Accident

$500,000 Disease, Policy Limit

$500,000 Disease, Each Employee

(3) A Waiver of Subrogation in favor of the District, its directors, officers and employees shall be attached to the policy as a separate endorsement.

(ii) Commercial General Liability (Occurrence Form):

(1) Combined Bodily Injury and Property Damage:

$1,000,000 each occurrence

$1,000,000 Personal and Advertising Injury

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

(2) The policy shall be written on an ISO Commercial General Liability form (CG0001), or an acceptable equivalent, which shall include, but not be limited to, the following coverages:

a) Premises and Operations Liability

b) Liability for Acts of Independent Contractors

c) Explosion and Collapse Hazard

d) Underground Hazard

e) Contractual, to the extent insurance is available

f) Broad Form Property Damage

g) Personal/Advertising Injury

h) General Aggregate Limit per Project (applies to each project)

i) Products and Completed Operations Insurance shall be maintained by the Contractor for a minimum of two (2) years after final payment, and the Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period. The District and engineer shall also be named as Additional Insureds.

j) Subcontractors shall comply with all provisions of this Section 6.3.

k) A waiver of subrogation endorsement in favor of the District, its directors, officers and employees shall be attached to the policy as a separate endorsement.

l) Deletion of the subsidence exclusion.

(iii) Automobile Liability:

Combined Single Limit Bodily Injury and Property Damage:

$1,000,000 each Accident

The following automobiles must be included:

Owned automobiles

Non-owned and hired automobiles

(iv) Umbrella Liability, to apply over all coverages required in Sections 6.3(c)(i)(b), 6.3(c)(ii) and 6.3(c)(iii):

$5,000,000 each Occurrence/$5,000,000 Aggregate

(d) To the extent that Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

(e) Insured losses under policies of insurance which include the District's interests shall be adjusted with the District and made payable to the District as trustee

for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The District as trustee shall have the right to adjust and settle losses with the insurers. The District shall have no liability for damages caused by fire or other perils.

6.4 Insurance Certificates/Policy. Prior to the commencement of any Work under this Contract, the Contractor shall furnish to the District proof of liability coverage on ACORD Form 25, and proof of coverage under any property policies on ACORD Form 27, or the equivalents, and copies of the applicable insurance policies and policy endorsements to prove that all required insurance is in force. Insurance obtained by the Contractor shall be subject to approval by the District for adequacy of protection. Neither approval by the District of any insurance supplied by Contractor, nor failure to disapprove such insurance shall relieve the Contractor of its obligation to maintain in full force during the life of the Contract Documents all required insurance as set forth herein.

6.5 Additional Requirements.

(a) No insurance coverages required to be obtained by Contractor pursuant to the requirements of this Contract shall have a deductible greater than $5,000 or as reasonably approved by the District. The Contractor is solely responsible for the payment of any deductible(s).

(b) If any policy required under this Contract is a claims made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than one (1) year. The Contractor agrees to purchase such an extended reporting period. The Contractor's failure to purchase such an extended reporting period as required by this Section 6.5 shall not relieve it of any liability under this Contract. If the policy is a claims made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the Parties hereto. If the Contractor purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the Parties hereto.

(c) The District and its directors, officers, agents and employees shall be designated as Additional Insureds on the Contractor's commercial general liability insurance and as Insureds under the automobile liability insurance, and the same shall be clearly indicated on the applicable certificates of insurance provided to comply with the requirements of this Contract.

(d) For any claims related to the provision of services by the Contractor, Contractor's insurance shall be the primary insurance with respect to the District and its directors, officers, employees and agents. Any insurance maintained by the District (or its directors, officers, employees and agents) shall be in excess of Contractor's insurance and shall not contribute with it.

(e) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees and agents. If the Contractor fails to obtain or maintain the required coverage, the District may obtain such coverage. The Contractor shall be liable to the District for any costs associated in procuring and maintaining in force any such insurance coverage.

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

VII. MISCELLANEOUS

7.1 Assignment. The Contractor shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

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

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

7.7 Parties Interested Herein. Nothing expressed or implied in this Contract is intended or shall be construed to confer upon, or to give to, any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Contract or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions

in this Contract by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District and the Contractor.

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

To District:	Vista Ridge Metropolitan District c/o Special District Management Service, Inc. 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Fax: (303) 987-2032 Attn: Lisa Johnson
With a Copy To:	McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Fax: (303) 592-4385 Attn: MaryAnn McGeady
To Contractor:	Barnard Structures Incorporated 4096 Cheyenne Drive Larkspur, Colorado 80118 Phone: (303) 347-0175 Fax: (303) 347-0187 Attn: Mike Barnard

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

7.9 Default/Remedies. In the event of a breach or default of this Contract by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

7.12 Non-Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other provision of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

7.13 Inurement. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties hereto.

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

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

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO CONSTRUCTION CONTRACT FOR COAL CREEK PUMP STATION]

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

Contractor:
BARNARD STRUCTURES INCORPORATED

By: Mike Barnard
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of MARCH, 2015, by MICHAEL D. BARNARD, as PRESIDENT of Barnard Structures Incorporated.

Witness my hand and official seal.

My commission expires: FEBRUARY 19, 2018

ANDREW PIERRE CARLSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144008014
MY COMMISSION EXPIRES FEBRUARY 19, 2018

Notary Public

[SIGNATURE PAGE 2 OF 2 TO CONSTRUCTION CONTRACT FOR COAL CREEK RAW WATER PUMP STATION IMPROVEMENTS]

Contractor:
VISTA RIDGE METROPOLITAN DISTRICT

By: _____
Its: President

Attest:

_____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 19 day of March, 2015, by James Spohalski as President and LISA Johnson as Secretary of Vista Ridge Metropolitan District.

Witness my hand and official seal.

My commission expires: 5-15-2016

NOTARY PUBLIC
LISA A. JOHNSON
STATE OF COLORADO

_____
Notary Public

EXHIBIT A
SCOPE OF WORK

The Scope of the Work includes, without limitation, the furnishing and installation of a fiberglass building and related improvements in accordance with the proposal attached hereto as **Exhibit A-1** and the drawings and specifications attached hereto as **Exhibit A-2.**

In general, the Scope of the Work includes the provision of all labor, materials, tools, equipment and supervisions necessary for the completion of the Work described herein. It is intended that all materials, labor, tools, equipment and supervision not specifically described in the Contract Documents, but which are implied or necessary to complete the Work in its ordinary course in the described manner shall be within the Scope of the Work.

EXHIBIT A-1
PROPOSAL

BARNARD
STRUCTURES
INCORPORATED

4096 Cheyenne Dr.
Larkspur, CO.
80118

PROPOSAL/QUOTE
Date: 3/19/15

Phone: 303-347-0175
FAX: 303-347-0187

JOB: COAL CREEK RAW WATER PUMP STATION IMPROVEMENTS

CONTRACTOR/OWNER: VISTA RIDGE METROPOLITAN DISTRICT

ITEMS:

1.	MOBILIZE/DEMOB	2,000
	BONDS	2,526
2.	R & R FIBERGLASS BLDG PUMP SKID / PUMPS	4,119
3.	DEMO FOUNDATION & WETWELL LID & REMOVE FROM SITE	12,507
4.	NEW WET WELL LID PER PLAN - ADD REBAR	2,073
5.	EXCAVATE / BACKFILL	2,993
	NEW FOUNDATION PER PLAN	16,467
6.	SUPERINTENDANT, TRUCK, FUEL, TOILET OVERHEAD	7,201

Price: $49,886.00

INCLUSIONS: 4000 PSI CONCRETE

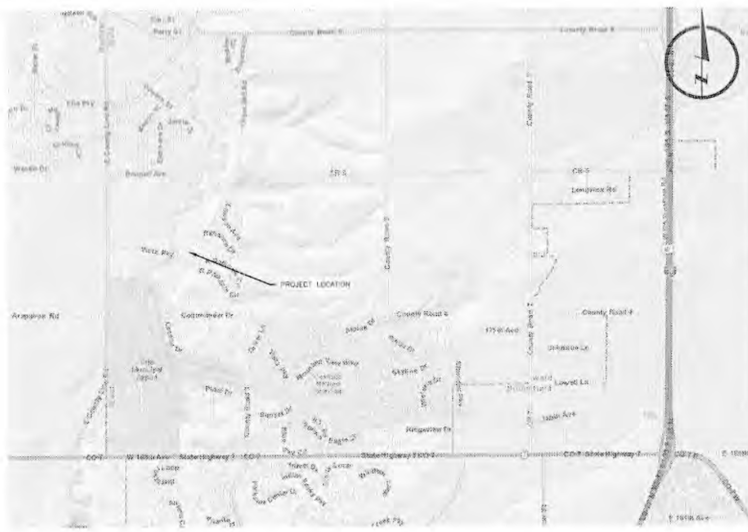
EXCLUSIONS: EXPANSIVE SOIL CONDITIONS, SOILS TESTING CONCRETE TESTING, BUILDING PERMIT, ELECTRICAL

PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS REGARDING THIS QUOTE.

THANK YOU, Mike Barnard

EXHIBIT A-2
DRAWINGS AND SPECIFICATIONS

VISTA RIDGE METROPOLITAN DISTRICT
ERIE, COLORADO
COAL CREEK RAW WATER PUMP STATION IMPROVEMENTS



LOCATION MAP

INDEX OF SHEETS

SHEET NUMBER	SHEET DESCRIPTION	ORIGINAL DATE	REVISION DATE
1	COVER SHEET	03/05/2015	
2	LEGEND SHEET	03/05/2015	
3	EXISTING SITE CONDITIONS	03/05/2015	
4	REMOVAL PLAN	03/05/2015	
5	PROPOSED PLAN VIEW	03/05/2015	
6	PROPOSED PROFILE VIEW	03/05/2015	

TZA Water Engineers
a Lamp Rynearson Company
12596 West Bayaud Avenue, Suite 330 303.971.0030 | P
Lakewood, Colorado 80228 303.971.0077 | F
LRA-Inc.com / tza4water.com

EXISTING LEGEND

- GAS
- WATER
- UNDERGROUND POWER
- TELEPHONE
- SANITARY SEWER (FROM RECORD DRAWINGS)
- STORM SEWER (FROM RECORD DRAWINGS)
- FIBER OPTIC (FROM RECORD DRAWINGS)
- GAS (FROM RECORD DRAWINGS)
- WATER (FROM RECORD DRAWINGS)
- UNDERGROUND POWER (FROM RECORD DRAWINGS)
- OVERHEAD POWER (FROM RECORD DRAWINGS)
- TELEPHONE (FROM RECORD DRAWINGS)
- CABLE TELEVISION (FROM RECORD DRAWINGS)
- MANHOLE
- WATER METER
- WATER VALVE
- CURB STOP
- GAS MANHOLE
- GAS METER
- GAS VALVE
- GAS WARNING SIGN
- GAS VENT
- GAS SERVICE
- LARGE GALVANIZED POLE
- POWER POLE AND GUY
- TRANSFORMER
- POWER MANHOLE
- POWER METER
- POWER RISER
- POWER PULL BOX
- POWER POLE
- BRACE POLE
- BUILDING
- SIGN
- INFORMATION SIGN
- CHAIN LINK FENCE

REMOVALS

- BUILDING TO BE REMOVED
- PAVEMENT/SIDEWALK TO BE REMOVED
- ~~Remove~~ W — WATER LINE
- ~~Remove~~ G — GAS LINE
- ~~Remove~~ P — POWER LINE
- ~~Remove~~ ST — STORM SEWER
- ~~Remove~~ SS — SANITARY SEWER
- REMOVE POWER POLE
- REMOVE MANHOLE
- REMOVE INFORMATION SIGN
- REMOVE GRATE INLET

UTILITIES

- WATER
- MANHOLE
- VALVE
- FIRE HYDRANT ASSEMBLY
- REDUCER
- BOLTED COMPRESSION COUPLING

PAVING

- PAVEMENT
- 4" PC CONCRETE SIDEWALK (4" OR 5")
- 4" PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER (NORMAL THICKNESS)
- BUILDING
- SAWED TRANSVERSE CONTRACTION JOINT
- SAWED LONGITUDINAL JOINT W/ NO. 4 TIE BARS @ 5' O.C.
- KEYED LONGITUDINAL JOINT W/ NO. 4 TIE BARS @ 5' O.C.
- EXPANSION JOINT (1") AND THICKENED EDGE

GENERAL ABBREVIATIONS

BOP	BOTTOM OF PIPE
BOW	BOTTOM OF WALL
CF	CUBIC FOOT
CL	CENTERLINE
CY	CUBIC YARD
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
E	EAST
ELEV.	ELEVATION
EOG	EDGE OF GRAVEL
FFE	FINISH FLOOR ELEVATION
G	GAS
HORIZ	HORIZONTAL
I.E.	INVERT ELEVATION
LF	LINEAR FEET
MH	MANHOLE
MS	MATCH
N	NORTH
N.T.S.	NOT TO SCALE
PVC	POLYVINYL CHLORIDE
X 1020.12	SPOT ELEVATION
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
S	SOUTH
SF	SQUARE FEET
STA	STATION
STD	STANDARD
TOF	TOP OF FOUNDATION
TOG	TOP OF GRADE
TOP	TOP OF PAVEMENT
TYP.	TYPICAL
VERT	VERTICAL
W	WEST

drawn by LMG
designed by BAS
reviewed by BAS
references

filename
SE-0004-001.dwg

revisions

TZA Water Engineers
12596 West Bayaud Avenue, Suite 330 Lakewood, Colorado 80228
TZAInc.com / TetraTech.com
303.971.0659 P
303.971.0677 F

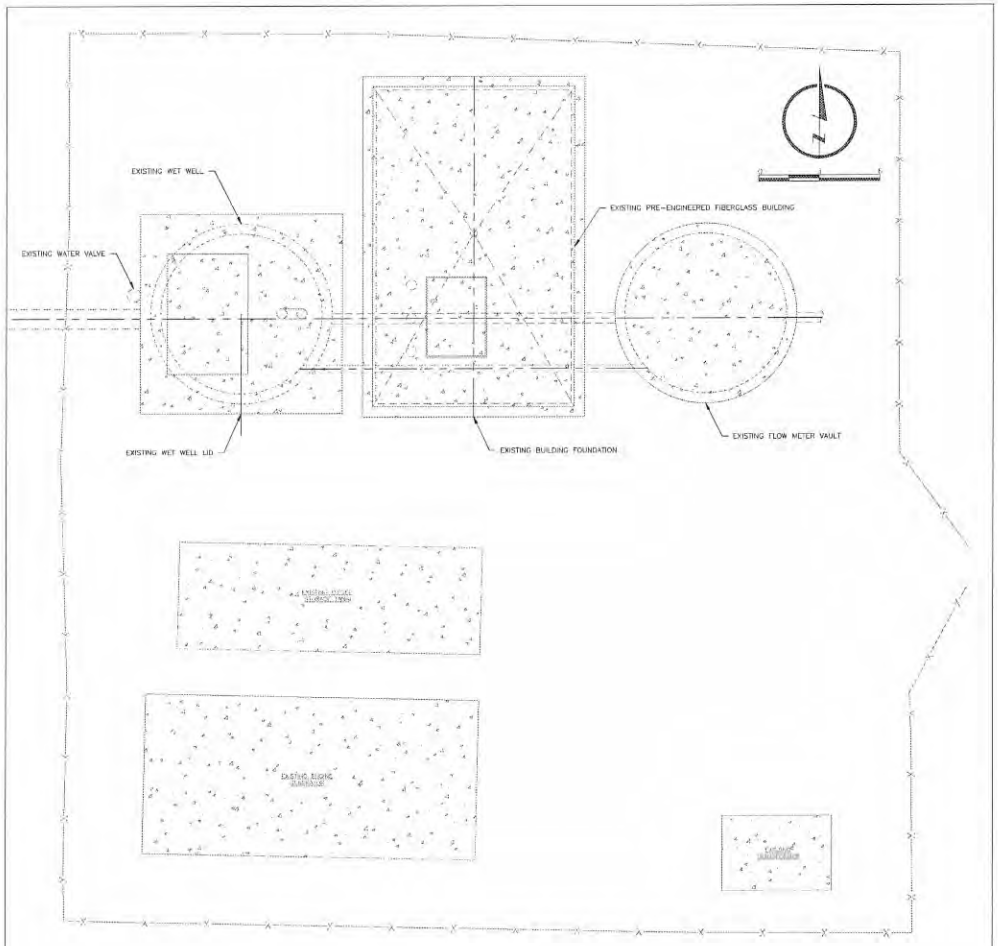
VISTA RIDGE METROPOLITAN DISTRICT
COAL CREEK RAW WATER PUMP STATION, ERIE, COLORADO

LEGEND SHEET

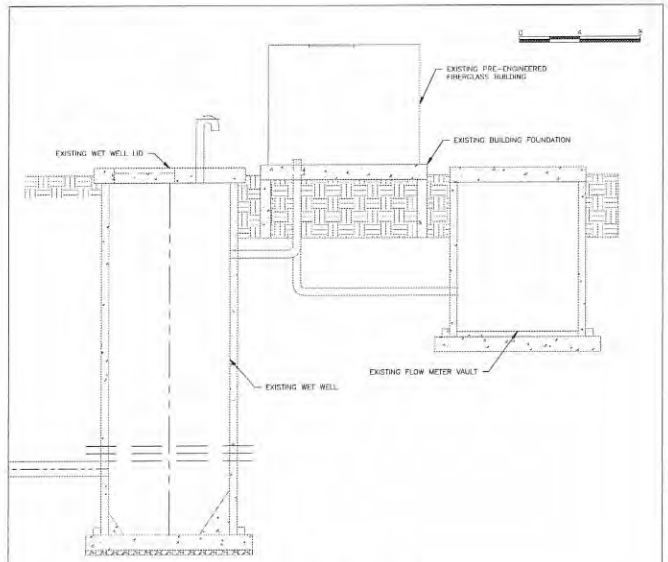
job number-tasks
0414025.01-002
book page

date
03/05/2015

sheet
2 of 6



EXISTING SITE CONDITIONS
PLAN VIEW



EXISTING SITE CONDITIONS
PROFILE VIEW

drawn by LMG
designed by BAS
reviewed by BAS
referenced

filename 0414025A101.dwg

revisions

TZA Water Engineers
12503 West Bayaud Avenue, Suite 300 Lakewood, Colorado 80228
LSA-Inc.com / TZAwater.com
303.371.0039 | P
303.371.0077 | F

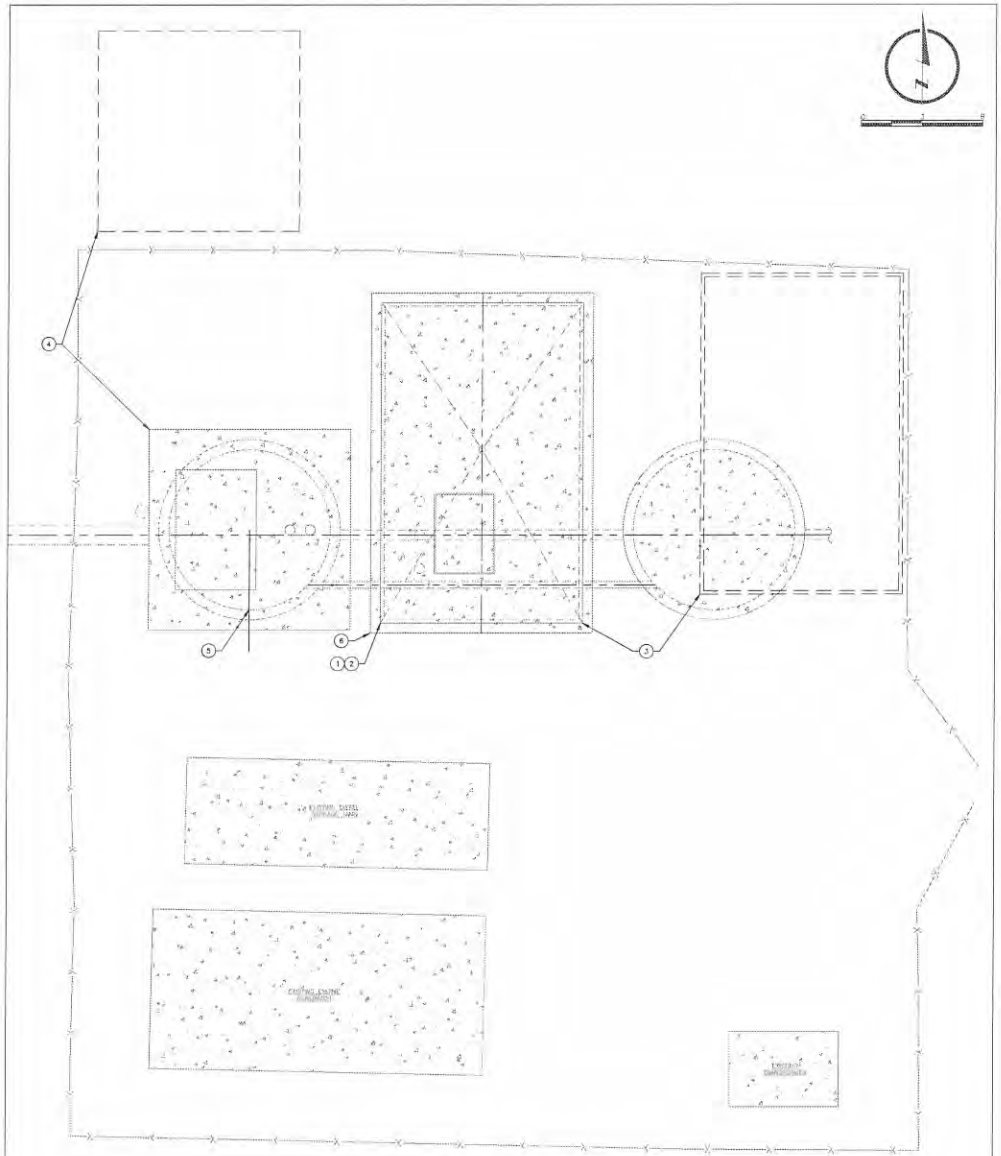
VISTA RIDGE METROPOLITAN DISTRICT
COAL CREEK RAW WATER PUMP STATION, ERIE, COLORADO

EXISTING SITE CONDITIONS
PLAN AND PROFILE VIEW

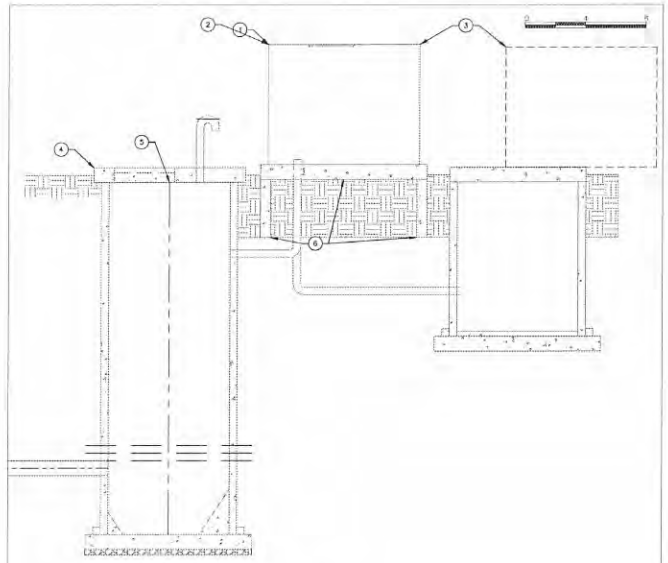
job number-tasks
0414025.01-002
book page

date
03/05/2015

sheet
3 of 6



REMOVALS
PLAN VIEW



REMOVALS
PROFILE VIEW

REMOVAL KEYNOTES

COLORADO NATIONAL GOLF COURSE TO COMPLETE REMOVAL ITEM 1. DISTRICT TO COORDINATE REMOVAL ITEM 2. CONTRACTOR TO COMPLETE REMOVAL ITEMS 3, 4, AND 6. CONTRACTOR TO COORDINATE REMOVAL ITEM 5 WITH COLORADO NATIONAL GOLF CLUB ASSISTANCE.

1. DISSASSEMBLE BUILDING INTERIOR PIPING, PUMPING EQUIPMENT, AND INTERIOR CONTROL PANELS.
2. DE-ENERGIZE AND DISCONNECT ELECTRICAL SERVICE TO PRE-ENGINEERED FIBERGLASS BUILDING.
3. RELOCATE PRE-ENGINEERED FIBERGLASS BUILDING TO NORTHEAST CORNER OF FENCED AREA.
   A. PLACE TIMBERS TO SUPPORT AND LEVEL THE RELOCATED BUILDING.
   B. DISCONNECT BUILDING ANCHOR BOLTS.
   C. LIFT AND ROTATE BUILDING 180 DEGREES. A 15-FOOT BY 9-FOOT SPREADER BAR ASSEMBLY ATTACHED TO THE FOUR (4) LIFTING BOLTS SHALL BE PROVIDED BY CONTRACTOR TO ALLOW THE BUILDING TO BE LIFTED STRAIGHT UP. NO STRESS SHALL BE EXERTED ON THE LIFTING BOLTS IN ANY DIRECTION OTHER THAN STRAIGHT UP.
   D. BUILDING SHALL BE PLACED ATOP THE TIMBERS AND TEMPORARILY RESTRAINED TO THE TIMBERS.
4. RELOCATE EXISTING WET WELL LID WITH BILCO HATCH TO AREA IMMEDIATELY NORTH AND OUTSIDE OF FENCED AREA.
   A. DEMOLISH AND DISPOSE OF CONCRETE LID.
5. REMOVE ANY PIPING, PUMPING EQUIPMENT, AND INTERIOR CONTROL PANELS.
6. DEMOLISH EXISTING BUILDING FOUNDATION, INCLUDING STEM WALLS AND FLOOR SLAB.
   A. PROTECT EXISTING DIESEL STORAGE TANK, FENCING, YARD PIPING, VALVE BOXES, WET WELL, FLOW METER VAULT, AND ANY FLOW METER CONDUITS OR CABLES.

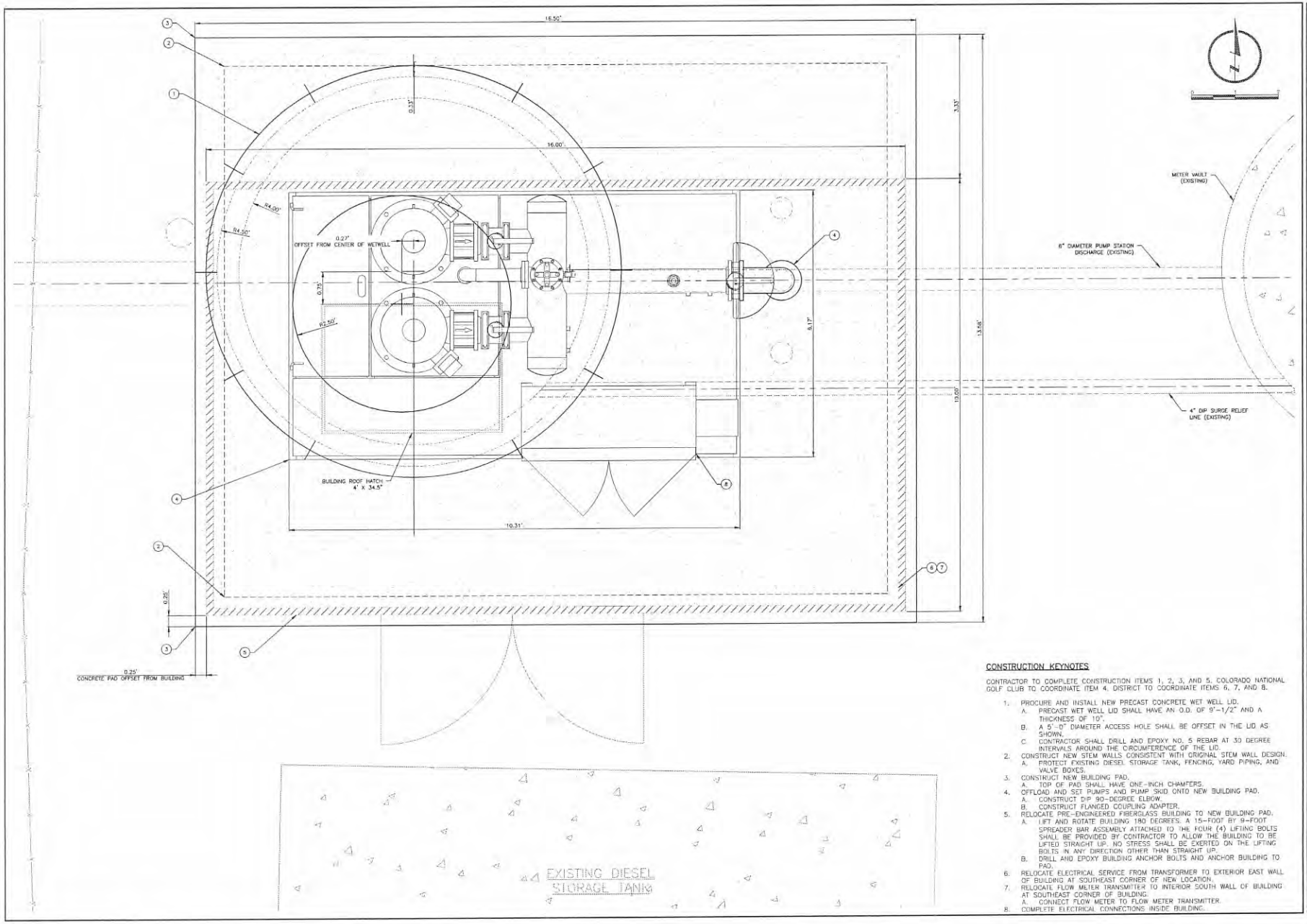
drawn by LMC
designed by BAS
reviewed by BAS
referenced
filename 0414025A101.dwg
revisions

TZA Water Engineers
12999 West Bayaud Avenue, Suite 330
Lakewood, Colorado 80228
(303-987-0000 | tzawater.com)
303.987.0000 | P
303.987.0077 | F
a Lamp Rynearson Company

VISTA RIDGE METROPOLITAN DISTRICT
COAL CREEK RAW WATER PUMP STATION, ERIE, COLORADO

REMOVAL PLAN

job number-tasks 0414025.01-002
book page
date 03/05/2015
sheet 4 of 6



CONSTRUCTION KEYNOTES

CONTRACTOR TO COMPLETE CONSTRUCTION ITEMS 1, 2, 3, AND 5. COLORADO NATIONAL GOLF CLUB TO COORDINATE ITEM 4. DISTRICT TO COORDINATE ITEMS 6, 7, AND 8.

1. PROCURE AND INSTALL NEW PRECAST CONCRETE WET WELL LID.
   A. PRECAST WET WELL LID SHALL HAVE AN O.D. OF 9'-1/2" AND A THICKNESS OF 10".
   B. A 5'-0" DIAMETER ACCESS HOLE SHALL BE OFFSET IN THE LID AS SHOWN.
   C. CONTRACTOR SHALL DRILL AND EPOXY NO. 5 REBAR AT 30 DEGREE INTERVALS AROUND THE CIRCUMFERENCE OF THE LID.
2. CONSTRUCT NEW STEM WALLS CONSISTENT WITH ORIGINAL STEM WALL DESIGN.
   A. PROTECT EXISTING DIESEL STORAGE TANK, FENCING, YARD PIPING, AND VALVE BOXES.
3. CONSTRUCT NEW BUILDING PAD.
   A. TOP OF PAD SHALL HAVE ONE-INCH CHAMFERS.
4. OFFLOAD AND SET PUMPS AND PUMP SKID ONTO NEW BUILDING PAD.
   A. CONSTRUCT DIP 90-DEGREE ELBOW.
   B. CONSTRUCT FLANGED COUPLING ADAPTER.
5. RELOCATE PRE-ENGINEERED FIBERGLASS BUILDING TO NEW BUILDING PAD.
   A. LIFT AND ROTATE BUILDING 180 DEGREES. A 15-FOOT BY 9-FOOT SPREADER BAR ASSEMBLY ATTACHED TO THE FOUR (4) LIFTING BOLTS SHALL BE PROVIDED BY CONTRACTOR TO ALLOW THE BUILDING TO BE LIFTED STRAIGHT UP. NO STRESS SHALL BE EXERTED ON THE LIFTING BOLTS IN ANY DIRECTION OTHER THAN STRAIGHT UP.
   B. DRILL AND EPOXY BUILDING ANCHOR BOLTS AND ANCHOR BUILDING TO PAD.
6. RELOCATE ELECTRICAL SERVICE FROM TRANSFORMER TO EXTERIOR EAST WALL OF BUILDING AT SOUTHEAST CORNER OF NEW LOCATION.
7. RELOCATE FLOW METER TRANSMITTER TO INTERIOR SOUTH WALL OF BUILDING AT SOUTHEAST CORNER OF BUILDING.
   A. CONNECT FLOW METER TO FLOW METER TRANSMITTER.
8. COMPLETE ELECTRICAL CONNECTIONS INSIDE BUILDING.

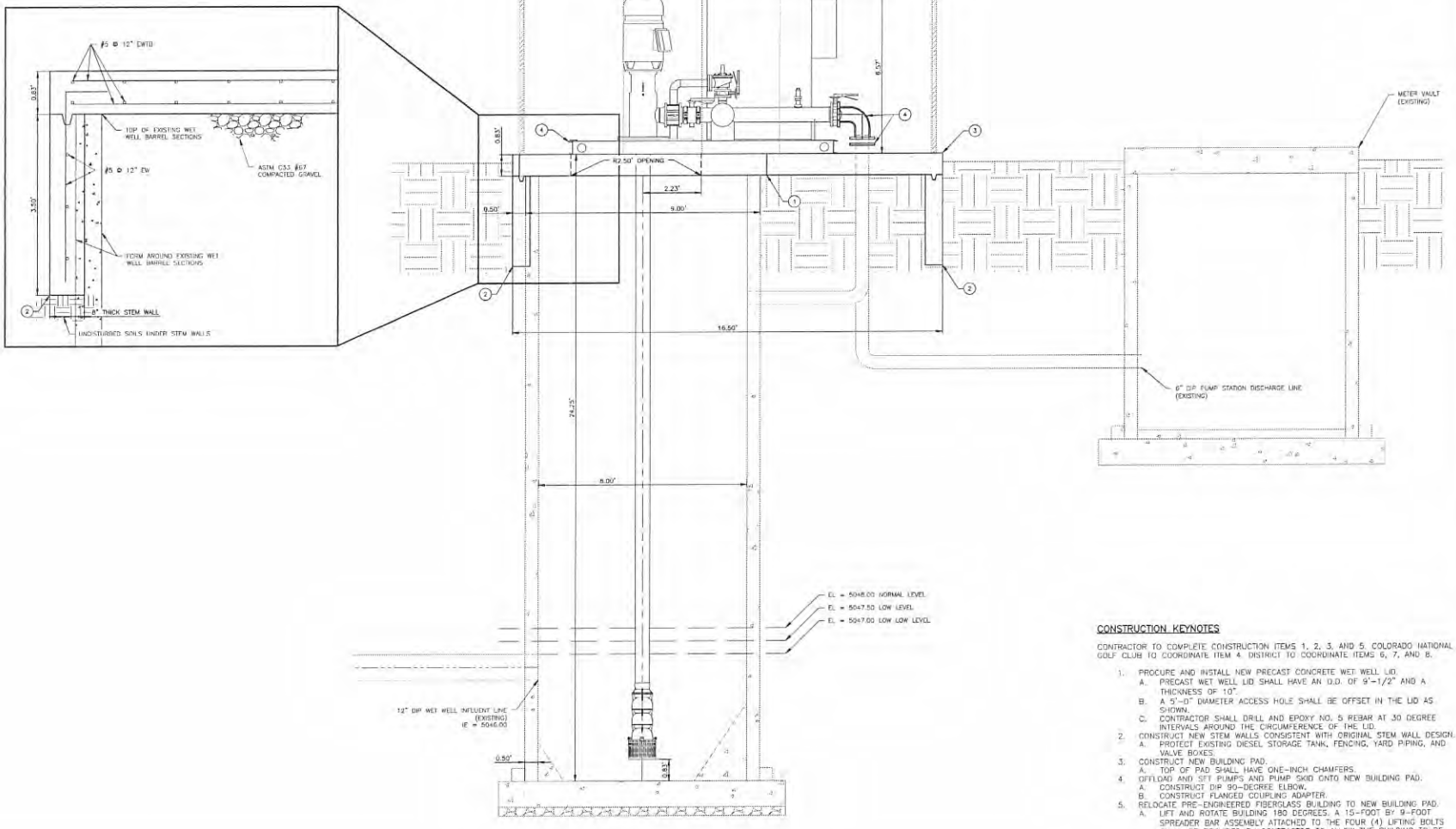
drawn by LMG
designed by BAS
reviewed by BAS
references
filename 0414025A101.dwg
revisions

TZA Water Engineers
12596 West Bayaud Avenue, Suite 330
Lakewood, Colorado 80228
(303) 987-0835 / 987-0977 FAX
303.571.0539 P
303.571.0977 F
A Lane Partnership Company

VISTA RIDGE METROPOLITAN DISTRICT
COAL CREEK RAW WATER PUMP STATION, ERIE, COLORADO

PROPOSED PLAN VIEW

job number-tasks 0414025.01-002
book page
date 03/05/2015
sheet 5 of 6



CONSTRUCTION KEYNOTES

CONTRACTOR TO COMPLETE CONSTRUCTION ITEMS 1, 2, 3, AND 5. COLORADO NATIONAL GOLF CLUB TO COORDINATE ITEM 4. DISTRICT TO COORDINATE ITEMS 6, 7, AND 8.

1. PROCURE AND INSTALL NEW PRECAST CONCRETE WET WELL LID.
   A. PRECAST WET WELL LID SHALL HAVE AN O.D. OF 9'-1/2" AND A THICKNESS OF 10".
   B. A 5'-0" DIAMETER ACCESS HOLE SHALL BE OFFSET IN THE LID AS SHOWN.
   C. CONTRACTOR SHALL DRILL AND EPOXY NO. 5 REBAR AT 30 DEGREE INTERVALS AROUND THE CIRCUMFERENCE OF THE LID.
2. CONSTRUCT NEW STEM WALLS CONSISTENT WITH ORIGINAL STEM WALL DESIGN.
   A. PROTECT EXISTING DIESEL STORAGE TANK, FENCING, YARD PIPING, AND VALVE BOXES.
3. CONSTRUCT NEW BUILDING PAD.
   A. TOP OF PAD SHALL HAVE ONE-INCH CHAMFERS.
4. OFFLOAD AND SET PUMPS AND PUMP SKID ONTO NEW BUILDING PAD.
   A. CONSTRUCT DIP 90-DEGREE ELBOW.
   B. CONSTRUCT FLANGED COUPLING ADAPTER.
5. RELOCATE PRE-ENGINEERED FIBERGLASS BUILDING TO NEW BUILDING PAD.
   A. LIFT AND ROTATE BUILDING 180 DEGREES. A 15-FOOT BY 9-FOOT SPREADER BAR ASSEMBLY ATTACHED TO THE FOUR (4) LIFTING BOLTS SHALL BE PROVIDED BY CONTRACTOR TO ALLOW THE BUILDING TO BE LIFTED STRAIGHT UP. NO STRESS SHALL BE EXERTED ON THE LIFTING BOLTS IN ANY DIRECTION OTHER THAN STRAIGHT UP.
   B. DRILL AND EPOXY BUILDING ANCHOR BOLTS AND ANCHOR BUILDING TO PAD.
6. RELOCATE ELECTRICAL SERVICE FROM TRANSFORMER TO EXTERIOR EAST WALL OF BUILDING AT SOUTHEAST CORNER OF NEW LOCATION.
7. RELOCATE FLOW METER TRANSMITTER TO INTERIOR SOUTH WALL OF BUILDING AT SOUTHEAST CORNER OF BUILDING.
   A. CONNECT FLOW METER TO FLOW METER TRANSMITTER.
8. COMPLETE ELECTRICAL CONNECTIONS INSIDE BUILDING.

drawn by LMG
designed by BAS
reviewed by BAS
references
filename 0414025A101.dwg
revisions

TZA Water Engineers
12596 West Bayaud Avenue, Suite 330 Lakewood, Colorado 80228
LRAdhc.com / tzawater.com
303.971.0050 P
303.971.0077 F

VISTA RIDGE METROPOLITAN DISTRICT
COAL CREEK RAW WATER PUMP STATION, ERIE, COLORADO

PROPOSED PROFILE VIEW

job number-tasks 0414025.01-002
book page
date 03/05/2015
sheet 6 of 6

EXHIBIT B
FORM OF LIEN WAIVERS

EXHIBIT B-1
WAIVER OF LIEN FOR PARTIAL PAYMENTS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of Barnard Structures Incorporated, the Contractor for the Coal Creek Raw Water Pump Station Improvements (the "**Improvements**") located in the Town of Erie, Colorado owned by Vista Ridge Metropolitan District (the "**Owner**"). That the total amount of the Work performed by the undersigned and approved for payment to date is _____, and the undersigned acknowledges that upon receipt of this partial payment, the Contractor has been paid for the Work performed and approved for payment to date the total Compensation.

That the undersigned, for and in consideration of the sum of _____ Dollars ($_____) in hand paid by _____, receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the Improvements.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its directors, officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the Project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

_____
(Company Name)

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me by _____ on this _____ day of _____, 20___ by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT B-2
WAIVER OF LIEN FOR FINAL PAYMENTS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of Barnard Structures Incorporated, the Contractor for the Coal Creek Raw Water Pump Station Improvements (the "**Improvements**") located in the Town of Erie, Colorado owned by Vista Ridge Metropolitan District (the "**Owner**"). That the total amount of the contract including extras is _____ Dollars ($_____) and the undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Compensation.

That the undersigned, for and in consideration of the sum of _____ Dollars ($_____) in hand paid by Owner, receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its directors, officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the Project have been paid in full and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

_____
(Company Name)

By: _____ Date: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me by _____ on this _____ day of _____, 20___ by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT C
CERTIFICATIONS OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

7. If the Contractor violates any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Contract immediately and the Contractor shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State, as required by law.

EXHIBIT D
REQUIRED BONDS AND FORMS OF BONDS

Performance Bond. A Performance Bond in an amount at least equal to 100% of the Compensation, as modified by any change orders from time to time, as security for the faithful performance and payment of all Contractor's obligations under the Contract.

Labor and Materials Payment Bond. A Labor and Materials Bond in an amount at least equal to 100% of the Compensation, as modified by any change orders from time to time, as security for payment of all wages and bill, contracted for materials, supplies and equipment used in the performance of the Contract.

EXHIBIT D-1
FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned Barnard Structures Incorporated, duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Old Republic Surety Company, duly organized under the laws of the State of Wisconsin and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto Vista Ridge Metropolitan District, as Obligee, in the sum of Forty-Nine Thousand Eight Hundred Eighty-Six Dollars ($49,886.00), for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Construction Contract dated March 19, 2015, for the construction of the Coal Creek Raw Water Pump Station Improvements (hereinafter "**Contract**"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a twenty-four (24) month warranty period described in the Contract Documents, then this obligation shall be null and void: otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Obligee and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee, and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default; or (2) complete the Contract in accordance with its terms and conditions; or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions; and upon determination by Surety of the lowest, qualified, responsive and responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and 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 contract or contracts of completion arranged under this paragraph) funds sufficient to pay the cost of completion less the balance of the contract 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 contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and 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 final payment under the Contract is due. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any

judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorneys' fees and related costs which the Obligee may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this 19th day of March, 2015.

Barnard Structures, Inc.
Principal

ATTEST:

(Principal) ~~Secretary~~
Witness

By: Mike Barnard
Its: President

[SEAL]

Address:

4046 Cheyenne Drive

Larkspur, CO 80118

Old Republic Surety Company
Surety

ATTEST:

(Surety) ~~Secretary~~
Witness

By:
Its: Attorney-in-fact

[SEAL]

Address:

3900 S. Wadsworth Blvd. #580

Lakewood, CO 80235

By: Megan A Brown
Attorney-in-Fact
1720 S. Bellaire St., #200, Denver, CO 80222
(Address)

NOTE: This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

EXHIBIT D-2
FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, Barnard Structures Incorporated, duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Old Republic Surety Company, duly organized under the laws of the State of Wisconsin and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto Vista Ridge Metropolitan District, as Obligee, in the penal sum of Forty-Nine Thousand Eight Hundred Eighty-Six Dollars ($49,886.00) due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Construction Contract dated March 19, 2015, for the construction of the Coal Creek Raw Water Pump Station Improvements (hereinafter "**Contract**"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

(1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense, including attorneys' fees and related costs which the Obligee may incur in making good any default.

(3) No suit or action shall be commenced hereunder by any claimant:

(i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did or performed the last of the work or labor, or

furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

(ii) After the expiration of **one (1) year** following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

(iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.

(iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond, together with interest at a rate of eight percent (8%) per annum.

(4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this 19th day of March, 2015.

Barnard Structures, Inc.
Principal

ATTEST:

(Principal) ~~Secretary~~
Witness

By: [signature]
Its: President

[SEAL]

Address:

4046 Cheyenne Drive

Larkspur, CO 80118

Old Republic Surety Company

Surety

ATTEST:

(Surety) ~~Secretary~~
witness

By:

Its: Attorney-in-fact

[SEAL]

Address:

3900 S. Wadsworth Blvd. #580

Lakewood, CO 80118

By: Megan A Brown
Attorney-In-Fact

1720 S. Bellaire St. #200, Denver, CO 80222
(Address)

NOTE: This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

(Power of Attorney Attached)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

W. R. WITHROW, MEGAN A. BROWN, OF CASTLE ROCK, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
FIVE MILLION DOLLARS($5,000,000)---------- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11TH day of FEBRUARY, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 11TH day of FEBRUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3292

Signed and sealed at the City of Brookfield, WI this 19th day of March, 2015.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Jane C. Cherney
Assistant Secretary

CO WEST INSURANCE ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (5-10)

22851-W

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Co West Insurance Associates
P.O. Box 101387
Denver CO 80250-1387

CONTACT NAME: CoWest Associates
PHONE (A/C, No, Ext): (720) 524-9344 FAX (A/C, No): (720) 524-9352
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Western Heritage	
INSURER B: Progressive	10194
INSURER C: Pinnacol Assurance	41190
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Barnard Structures, Inc.
4046 Cheyenne Dr
Larkspur CO 80118

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			SCP1015024	10/25/2014	10/25/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			02499848-1	12/5/2014	12/5/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Policy Fee	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4168997	11/1/2014	11/1/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Vista Ridge Metropolitan District
c/o Special District Management Service,
141 Union Boulevard
Suite 150
Lakewood, CO 80228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W.R. Withrow/AMB

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD