



CHEROKEE METROPOLITAN DISTRICT
6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842
Telephone: (719) 597-5080 Fax: (719) 597-5145

June 26, 2026 Special Board Meeting Packet

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NOTICE OF AWARD

Date: June 23, 2026

To: PCL Construction

Project No.: RFP 2026-001

Project Title: Construction Manager at Risk for PFAS Water Treatment Facility

The **Cherokee Metropolitan District**, having duly considered the proposals submitted on May 1, 2026 for the Work covered by the Contract Documents titled Construction Manager at Risk for PFAS Water Treatment Facility and it appearing that your proposal is in the best interest of the Cherokee Metropolitan District, said proposal is hereby accepted at the base Bid price of: **Two Hundred Ninety-Eight Thousand Three Hundred Dollars and Zero Cents (\$298,300.00)**

You are hereby notified that your proposal has been accepted for Work in the amount or amounts shown on your Proposal.

You are required to execute the Contract and certificates of insurance, and other documentation within **fourteen (14) consecutive calendar days** from the date of this Notice of Award.

If you fail to execute said Contract and to furnish said documents within **fourteen (14) consecutive calendar days** from the date of this Notice, the DISTRICT shall be entitled to consider all your rights arising out of the DISTRICT acceptance of your Proposal as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the **Cherokee Metropolitan District**.

CHEROKEE METROPOLITAN DISTRICT

EL PASO COUNTY, COLORADO

6250 Palmer Park Blvd.

Colorado Springs, CO 80915

By: _____

Name: _____

Title: _____

ATTEST:

ACKNOWLEDGEMENT OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by CONTRACTOR.

PCL Construction

2000 S Colorado Blvd., Suite 2-500
Denver , CO 80222

By: _____

Date: _____

Title: _____



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842

Telephone: (719) 597-5080 Fax: (719) 597-5145

June 23, 2026

Board of Directors
Cherokee Metropolitan District

RE: PROPOSAL ANALYSIS FOR CONSTRUCTION MANAGER AT RISK FOR PFAS WATER TREATMENT FACILITY

Dear Board of Directors:

District staff publicly advertised and received bids for the Construction Manager at Risk (CMAR) for the PFAS Water Treatment Facility. The District received 7 proposals for the Project on May 1, 2026.

Proposal Results March 30, 2026		
Cherokee Metropolitan District		
CMAR for PFAS WTF		
Contractor	Total Cost*	CMAR Fee
Glacier Construction	\$97,592.00	10%
Haskell	\$434,174.00	6.95%
Hansel Phelps	\$146,180.00	6.5%
Moltz	\$309,280.00	7.0%
Myers and Sons	\$211,830.00	10%
PCL	\$298,300.00	9.0%
RN Civil	\$199,000.00	8%

* Total cost is based on Contractor's option on hours required for design assistance. A guaranteed maximum price for construction will follow the design support phase.

District staff reviewed the proposals for completeness and clarifications were made with contractors as needed. Contractor qualifications and past work were checked to ensure the bidders were acceptable candidates to complete the proposed scope of work. Based on its review of the bids submitted and additional considerations, Staff has determined that all contractors have demonstrated sufficient past work experience and competence to complete the work required for this Project.

Recommendation

After a review of the proposals, qualifications and experience, project approach, schedules, and additional relevant information, it is the recommendation of District Staff to award the contract for the CMAR for the PFAS WTF in the amount of \$298,300.00 to PCL.

Respectfully Submitted,

Kevin Brown, General Manager

Reviewer's Ranking

Contractor	DE	Eng	GM	Water	SCADA 1	OP	Average
Glacier	7	1	7	6	6	6	5.4
Haskell	4	6	5	5	3	3	4.3
Hansel Phelps	2	3	3	4	7	4	3.8
Moltz	4	5	3	3	4	5	3.9
Myers and Sons	1	4	2	2	2	2	2.2
PCL	2	2	1	1	1	1	1.3
RN Civil	6	7	6	7	5	7	6.3

Reviewer: DE _____

Contractor	Design Support Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
		10 max	10 max	25 Max	25 max	25 max			
Glacier	\$ 97,592.00	7	7	18	18	18	68	7	Design support - 658 hrs, CMARfee 10%, good general experience, no PFAS, CMARexperience, state funding not mentioned, good DN tank approach, site/project specific challenges?
Haskell	\$ 434,174.00	9	9	22	24	18	82	4	Design support - 2512 hrs, CMARfee 6.95%, good cost/schedule discussion, state funding addressed, great CMARexperience, but no PFASprojects listed. Addresses site specific approach and ideas. Phase 1 focused on design options, risk, and cost
Hansel Phelps	\$ 146,180.00	9	9	23	24	24	89	2	Design support - 980 hrs, CMARfee 6.5%, state funding addressed, good CMARand PFASexperience, phase 1 focused on constructability and cost.
Moltz	\$ 309,280.00	9	8	21	24	20	82	4	Design support - 1781 hrs, CMARfee 7.0%, good CMARexperience, no PFASprojects, state funding addressed.
Myers and Sons	\$ 211,830.00	9	10	23	25	23	90	1	Design support 1676 hrs, CMARfee 10%, good CMARand PFAS experience, includes potential VEoptions, BABAaddressed, site risks discussed, DN tank info included
PCL	\$ 298,300.00	9	10	23	25	22	89	2	Design support - 1706 hrs, CMARfee 9.0%, good CMARand PFAS experience, site specific issues discussed,
RN Civil	\$ 199,000.00	8	8	20	20	21	77	6	Design support - 1650 hrs, CMARfee 8%, site specific issues discussed, some CMARexperience, no PFASprojects listed. SF funding addressed.

Reviewer: ENG _____

Contractor	Design Support Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
		10 max	10 max	25 Max	25 max	25 max			
Glacier	97.5k	6	8	18	20	25	77	1	
Haskell	434k	9	9	22	20	5	65	6	
Hansel Phelps	146k	10	8	16	20	20	74	3	
Moltz	309k	7	6	24	20	10	67	5	
Myers and Sons	212k	8	8	20	20	13	69	4	
PCL	238k	8.5	9	23	20	15	75.5	2	
RN Civil	199k	5	7	15	20	17	64	7	

Reviewer: GM

Contractor	Design Support Fee	CMAR Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
			10 max	10 max	25 Max	25 max	25 max			
Glacier	\$ 97,592.00	10%	5	4	12	10	15	46	7	Really great safety, largest CMAR project to date smaller than current project, reference projects and team experience were less than other bidders, decent experience but seems focused on storage tanks, project approach was very light and was not specific to CMD's project
Haskell	\$ 434,174.00	6.95%	5	6	20	21	14	66	5	Very experienced project team with long tenures, less Colorado projects than others but many large scale CMAR projects, good discussion of funding in project approach and good VE suggestions but other proposals noted specific early procurement items for this project
Hansel Phelps	\$ 146,180.00	6.50%	6	7	17	15	23	68	3	Average general experience but stronger local experience, local to COS and strong safety, solid experience but less than some other bidders, project approach was good but did not integrate any local permitting risk or ways to address, QC process for purchased assets was solid
Moltz	\$ 309,280.00	7.00%	5	7	20	21	15	68	3	Strong team with long tenure and great management philosophy, though no PFAS experience no or limited change orders is impressive, some experience with PFRD, project approach well thought through
Myers and Sones	\$ 211,830.00	10%	6	7	18	22	16	69	2	Firm and team have direct PFAS experience and are well presented, experience is solid but more change orders than others, specific risk factors and named subs is good, named site logistics and picked up on possible southern emergency site access
PCL	\$ 298,300.00	9.00%	7	9	22	24	13	75	1	Very strong local CMAR and PFAS experience, team continuity from previous local PFAS project and some local to COS, project experience includes most of team, very applicable and Colorado-specific, few change orders, best project approach with lots of great information specific to CMD's project including risk elements and how they were addressed on previous projects, exceptional detail including water movement plan
RN Civil	\$ 199,000.00	8.00%	5	5	14	8	19	51	6	Average profile, addressed site-specific safety concerns, team profile not as in-depth as others, solid experience but did not address change orders in the way others did, Project approach nonspecific and left out key subcontractors, project-specific risks, and coordination

Reviewer: Water

Contractor	Design Support Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
		10 max	10 max	25 Max	25 max	25 max			
Glacier	\$ 97,592.00	5	6	17	18	20	66	6	
Haskell	\$ 434,174.00	9	8	21	22	10	70	5	
Hansel Phelps	\$ 146,180.00	8	8	19	20	17	72	4	
Moltz	\$ 309,280.00	8	8	19	23	15	73	3	Their CPM approach admits problems may happen, and how they'd deal with it.
Myers and Sones	\$ 211,830.00	8	9	20	22	15	74	2	That's a really large documented team - I'm concerned about 'over-admin' PM and CMI live near site.
PCL	\$ 298,300.00	10	9	25	25	14	83	1	
RN Civil	\$ 199,000.00	6	5	12	16	17	56	7	

Reviewer: SCADA 1

Contractor	Design Support Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
		10 max	10 max	25 Max	25 max	25 max			
Glacier		5	5	10	10	8	38	6	
Haskell		10	10	20	25	15	80	3	
Hansel Phelps		4	5	10	10	8	37	7	
Moltz		7	7	10	20	12	56	4	
Myers and Sones		9	9	25	25	25	93	2	
PCL		9	10	25	25	25	94	1	
RN Civil		3	3	10	10	15	41	5	

Reviewer: OP

Contractor	Design Support Fee	CMAR Profile	Team Structure / Key Personnel	Relevant Project Experience	Project Approach	Pricing Information	Total	Rank	Notes
		10 max	10 max	25 Max	25 max	25 max			
Glacier	\$ 97,592.00	7	8	13	19	15	62	6	
Haskell	\$ 434,174.00	8	9	21	21	15	74	3	(2512 Hours) (6.95%) (EMR- 0.2)
Hansel Phelps	\$ 146,180.00	8	9	18	18	20	73	4	Local Office, (980 Hours) (EMR- 0.46)
Moltz	\$ 309,280.00	9	8	19	18	18	72	5	(1781 hours) (10%) (EMR- 0.61%)
Myers and Sons	\$ 211,830.00	8	8	21	21	20	78	2	(1346 hours) (10%) (EMR- 0.85%)
PCL	\$ 298,300.00	9	8	22	21	19	79	1	(1706 hours) (9%) (EMR- 0.55%)
RN Civil	\$ 199,000.00	6	6	13	15	16	56	7	

NOTICE OF AWARD

Date: June 26, 2026

To: Hazen and Sawyer

Project No.: 2026-03

Project Title: Water Treatment Facility Pipeline Connections Design

The **Cherokee Metropolitan District**, having duly considered the proposals submitted on June 5, 2026 for the Scope of Work covered by the Proposal and design fee is in the best interest of the Cherokee Metropolitan District, said proposal and design fee is hereby accepted at the base fee of: **Eight Hundred Forty-One Thousand Three Hundred Twenty-Six Dollars and Zero Cents (\$841,326.00)**

You are hereby notified that your proposal has been accepted for Work in the amount or amounts shown on your Project Fee.

District Staff will coordinate with you to create a work order summarizing the scope of work and fee.

You are required to return an acknowledged copy of this Notice of Award to the **Cherokee Metropolitan District**.

CHEROKEE METROPOLITAN DISTRICT

EL PASO COUNTY, COLORADO

6250 Palmer Park Blvd.

Colorado Springs, CO 80915

By: _____

Name: _____

Title: _____

ATTEST:

ACKNOWLEDGEMENT OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by CONTRACTOR.

Hazen and Sawyer

1975 Research Parkway, Suite 306
Colorado Springs, CO 80920

By: _____

Date: _____

Title: _____



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842

Telephone: (719) 597-5080 Fax: (719) 597-5145

June 26, 2026

*Board of Directors
Cherokee Metropolitan District*

RE: PROPOSAL ANALYSIS FOR WATER TREATMENT FACILITY PIPELINE CONNECTIONS DESIGN

Dear Board of Directors:

District staff publicly advertised and received proposals for the Water Treatment Facility Pipeline Connections Design Project. The District received 5 responsive proposals for the Project on June 5, 2026.

Proposals were received from JE Estate (did not attend mandatory presubmittal meeting and proposal was not ranked), Hazen Sawyer, AE2S, LJA Engineering, JVA, and Drexel Barrell.

District staff reviewed the proposals for the engineer's profile, proposed project team, relevant experience, proposed project approach, and proposed design fee / rate schedule. Proposals were ranked and the top two scoring design firms were interviewed.

Recommendation

After a review of the proposals and interviews, it is the recommendation of District Staff to award the contract for the Water Treatment Faculty pipeline connections design in the amount of \$841,326.00 to Hazen Sawyer.

Respectfully Submitted,

Kevin Brown, General Manager

Proposal Scoring Summary

Reviewer's Ranking

Contractor	GM	DE	Eng	W1	Average Rank
JEstate	6	6	6	6	6.00
Hazen	1	1	2	1	1.25
AE2S	2	2	1	2	1.75
LJA	5	5	3	4	4.25
JVA	4	4	4	3	3.75
Drexel, Barrell	3	3	5	5	4.00

Reviewer: GM

	Design Fee	Engineer Profile 10 max	Project Team 15 max	Experience 25 Max	Project Approach 25 max	Fee and Rate Schedule 25 max	Total	Rank	Notes
JEstate	Did not attend maditory presubmittal meeting and proposal is non responsive						0	6	
Hazen	\$ 841,326.00	8	13	22	24	20	87	1	Solid team, local ROW support is a great inclusion. Team has really good experience in Colorado, WISE project very impressive but did not include actual construction. Project approach is good and I liked their discussion of engaging neighbors for traffic shutdowns and the hydraulic complexity.
AE2S	\$ 849,785.00	8	12	21	21	20	82	2	Solid experience and approach but risks could be better addressed. Good overlap of team and past projects, no major concerns.
LJA	\$ 906,000.00	9	10	14	16	10	59	5	Team and experience solid but all in Texas? Project approach doesn't mention local utilities but has good information on VE, risk approach, and construction staging. Only 46 hours in permitting??
JVA	\$ 890,500.00	8	11	14	19	17	69	4	All reference projects were small, Greenland project never went to construction. Project approach mentions B&M and easements specifically as well as tie-in strategy, risk factor schedule was interesting and welcome addition.
Drexel, Barrell	\$ 561,470.00	8	11	15	15	24	73	3	Good experience though smaller scale than other bidders but consistent project team. Passing reference to federal funding, and only one mention of 1041 requirements. Only 60 hours dedicated to permitting. Project approach is fairly generic but good.

Reviewer: DE

	Design Fee	Engineer Profile 10 max	Project Team 15 max	Experience 25 Max	Project Approach 25 max	Fee and Rate Schedule 25 max	Total	Rank	Notes
JEstate	Did not attend maditory presubmittal meeting and proposal is non responsive						0	6	
Hazen	\$ 841,326.00	10	15	23	23	23	94	1	Geotech, ROW, survey/sue, env included on team. COSoffice. Noted floodplain and stream crossings. Alt alignments shown
AE2S	\$ 849,785.00	10	15	20	24	22	91	2	Geotech, survey/sue, env, corrosion included on team. Designing WTF. Floodplain and wetlands noted.
LJA	\$ 906,000.00	9	12	18	18	16	73	5	all TX work, specific person for CDOT coordination and MOT on org chart. Not sure about SUE, env subs? Light on alignment alternatives. No mention of floodplain and wetlands. COSoffice (storefront?)
JVA	\$ 890,500.00	10	14	20	22	18	84	4	Loop experience, CDOT coordination listed, includes desktop env review, exp listed is combo of waterline and other projects. Good fee assumption summary
Drexel, Barrell	\$ 561,470.00	10	13	20	21	21	85	3	COSoffice, mixed experience,

Reviewer: Eng

	Design Fee	Engineer Profile 10 max	Project Team 15 max	Experience 25 Max	Project Approach 25 max	Fee and Rate Schedule 25 max	Total	Rank	Notes
JEstate	Did not attend maditory presubmittal meeting and proposal is non responsive						0	6	General question for all interviewed:
Hazen	\$ 841,326.00	9	12	22	22	18	83	2	1. How will you sequence the emplacement and then start up of the rerouted line to ensure no service stopages occur? 2. If brought on in July, what is your estimate date to have for construction design?
AE2S	\$ 849,785.00	8	14	20	25	17	84	1	
LJA	\$ 906,000.00	9	15	23	20	15	82	3	
JVA	\$ 890,500.00	7	12	25	20	16	80	4	
Drexel, Barrell	\$ 561,470.00	5	10	14	16	25	70	5	

Reviewer: W1

	Design Fee	Engineer Profile 10 max	Project Team 15 max	Experience 25 Max	Project Approach 25 max	Fee and Rate Schedule 25 max	Total	Rank	Notes
JEstate	Did not attend maditory presubmittal meeting and proposal is non responsive						0	6	
Hazen	\$ 841,326.00	10	15	22	22	20	89	1	What factors prompted the alternate lines?
AE2S	\$ 849,785.00	10	15	22	20	20	87	2	
LJA	\$ 906,000.00	10	10	10	20	15	65	4	The team feels like they're building a municipal utility, not a pipeline. For a Colorado company they have no work in Colorado to speak of and few site Colorado work.
JVA	\$ 890,500.00	10	12	20	20	20	82	3	I like that they are planning for Feb 2027 to allow for float. Others don't mention that.
Drexel, Barrell	\$ 561,470.00	5	10	12	10	15	52	5	This would be a much bigger job than they've dealt with before.

Interview Summary

Reviewer's Ranking

Contractor	GM	DE	Eng	W1	Average Rank
Hazen	1	1	2	1	1.25
AE2S	2	2	1	2	1.75

Reviewer: GM

	Addressing Risks	Easement / ROW	Federal Funding	Project Approach	Total	Proposal Score	Combined Score	Final Rank
Hazen	5	4	5	5	19	87	106	1
AE2S	3	4	4	4	15	82	97	2

Reviewer: DE

	Addressing Risks	Easement / ROW	Federal Funding	Project Approach	Total	Proposal Score	Combined Score	Final Rank
Hazen	5	4	4	4	17	94	111	1
AE2S	4	4	4	4	16	91	107	2

Reviewer: Eng

	Addressing Risks	Easement / ROW	Federal Funding	Project Approach	Total	Proposal Score	Combined Score	Final Rank
Hazen	4	5	3	4	16	83	99	2
AE2S	5	4	4	5	18	84	102	1

Reviewer: W1

	Addressing Risks	Easement / ROW	Federal Funding	Project Approach	Total	Proposal Score	Combined Score	Final Rank
Hazen	5	4	4	5	18	89	107	1
AE2S	4	5	4	4	17	87	104	2

MASTER AGREEMENT FOR SERVICES

THIS MASTER AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____ (the "Effective Date"), by and between the **Cherokee Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), with a principal place of business at 6250 Palmer Park Boulevard, Colorado Springs, CO 80915, and HAYWARD LLC, a PUBLIC INVOLVEMENT CONSULTANT with a principal place of business at 7195 NATIVE CIRCLE, COLORADO SPRINGS CO 80919 ("**Contractor**") (individually a "**Party**" and collectively the "**Parties**").

WHEREAS, the District requires continuing PUBLIC INVOLVEMENT services; and

WHEREAS, Contractor has held itself out to the District as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

I. SCOPE OF SERVICES AND WORK ORDER PROCESS

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in individual Work Orders entered into by the Parties, which shall be subject to the provisions of this Agreement. Individual Work Orders shall include identification of the project, a description of the services, compensation to be paid to Contractor for the performance of the services, a time and schedule for the performance of the services, and statement of the personnel assigned to the specific project, including a project manager ("**Work Order**"). Upon mutual agreement of the Parties, the Work Order shall be finalized and executed by the Parties. The effective date of the Work Order and its term shall be as set forth in the individual Work Order. All provisions of Work Orders, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and Work Orders, the provisions contained within this Agreement shall control.

B. The services to be performed pursuant to this Agreement shall be initiated and completed as set forth in each Work Order.

C. A change in an executed Work Order shall not be effective unless authorized as a written amendment to that Work Order. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall automatically renew for successive one-year terms unless terminated as provided herein.

B. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least seven (7) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination. If, however, Contractor has materially breached this Agreement, the District shall have any remedy or right of set-off available at law and in equity.

C. Contractor may terminate this Agreement for cause for a material breach of its terms by the District upon ten (10) days advance written notice to the District and failure to cure by the District within such ten-day period. Contractor may terminate this Agreement for convenience by providing the District with advance written notice no later than sixty (60) days prior to the expiration of the then-applicable one-year term.

D. In the event of the expiration or partial termination of this Agreement, other than a termination by Contractor based on a material breach by the District, Contractor shall, unless otherwise directed by the District, complete its performance of any outstanding Work Orders then pending in accordance with the terms and conditions of this Agreement and of such Work Order(s), as may be further amended. In such case, the specifications, terms and conditions of the Work Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Work Order(s) until such time as the Work Order(s) are completed.

E. Upon the effective date of termination, provided Contractor has been paid in full for work performed, Contractor shall deliver to the District all data, drawings, specifications, reports, summaries, and such other information and materials as may have been produced or accumulated by Contractor in performing the work ("**Work Product**"), whether completed or in process, with the exception of one record copy of such information which shall be kept by Contractor. If the Agreement is terminated for any reason other than for cause prior to completion of the work, any use of the documents by the District thereafter shall be at the District's sole risk, unless otherwise consented to by Contractor.

F. Where the method of payment identified in a particular Work Order is "lump sum" or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination.

G. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges

to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

III. COMPENSATION

A. In consideration for the completion of the work by Contractor within in the Scope of Services set forth in a Work Order, the District shall pay Contractor an amount not to exceed the approved amount set forth in separate individual Work Orders. The maximum amount set forth in each Work Order shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the District for such fees, costs and expenses. Contractor shall submit monthly invoices describing the services performed and expenses incurred during the preceding month. The District shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Contractor within thirty (30) days from the date of the Contractor's monthly invoice. The District shall provide no benefits to the Contractor other than the compensation stated above.

B. Notwithstanding the maximum amount specified in a Work Order, Contractor shall be paid only for work performed. If Contractor completes a Work Order for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

C. If District fails to make payment due to Contractor for services and expenses within sixty (60) days after receipt of Contractor's statement, the amounts due Contractor may include interest at the rate of 1½% per month from said sixty first (61) day and, in addition, Contractor may, after giving seven (7) days written notice to District, suspend services under this Agreement and specific Work Order until paid in full all amounts due for services and expenses under the Work Order(s).

D. Requests for payment:

1. Address all payment requests to Cherokee Accounts Payable at ap@cherokeemetro.org.
2. Include the following information:
 - a. Payee Name and Remittance address
 - b. W-9 prior to first invoice
3. District payment policy: It is the District's policy to pay invoices, net 30 days, unless otherwise agreed to by the District and Contractor. Payments are processed twice per month around the 1st and the 15th and will be mailed to the remittance address or the payment processed electronically.
4. If applicable, final payment shall be in accordance with the provisions of C.R.S. §§ 38-26-106 and 107, which, among other things require for construction contracts exceeding \$150,000 that notice of final settlement

under the Contract be published at least twice in a newspaper of general circulation in any county where the work was contracted for or performed no less than ten (10) days prior to final payment.

IV. CONTRACTOR RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with all applicable laws, ordinances, rules and regulations.

C. The District's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Any subcontractors and outside associates or contractors required by the Contractor in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to in writing between the District and Contractor. The District must give prior written approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants. The work performed by such subcontractors, associates, or consultants shall be in accordance with generally accepted practices and the level of competency presently maintained by such other persons practicing in the same or similar type of work in the applicable community.

E. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill, knowledge and expertise.

F. The Contractor may rely upon information provided to it by the District, and shall not be liable for damages to the District caused by the errors, omissions or other deficiencies in performance to the extent attributable to the District or District-furnished data. The Contractor shall not be responsible for any time delays identified in Work Orders caused by circumstances not anticipated and reasonably beyond the Contractor's control.

G. The District and Contractor agree that safety is a priority in all services performed under any authorized Work Order. Contractor shall review all District safety procedures and protocols prior to commencing work, including Cherokee Metropolitan District's Safety Manual ("**Safety Manual**"), and adhere to those procedures and protocols during the performance of all work. Contractor may substitute its own safety procedures and protocols for those of District upon submission of such procedures and protocols to the District and receipt of District's written authorization.

H. A Contractor Acknowledgement Form is attached to this Agreement. By its signature, Contractor acknowledges its receipt of a copy of the District's current Safety Manual.

V. DISTRICT RESPONSIBILITIES

A. The District shall provide to the Contractor full and free access to enter upon all District property required for the performance of the Contractor's services under this Agreement, or as allowed in specific Work Orders and provide a reasonable area of storage, equipment, set-up and administration.

B. Furnish to Contractor data prepared by or services of others, including without limitation, aerial photography, surveys, boring, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; all of which Contractor may use and rely upon in performing services under this Agreement.

C. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Contractor, obtain advice of an attorney, insurance counselor and other consultants as District deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

D. Unless these services are specifically included in the Contractor's scope of services, to furnish approvals, consents and permits from all governmental authorities having jurisdiction over the work as well as any land, right-of-way, easements and such from others as may be necessary for successful completion of the Work Order(s).

VI. OWNERSHIP

Copies of materials, items, and work specified in any Work Order provided or developed by Contractor shall be provided to the District upon final payment to the Contractor; however, Contractor shall not be liable for any such reuse of those documents. Nothing in this Section shall prevent the Contractor from retaining copies of such materials, continuing to have a property interest therein and using such materials after the termination of this Agreement provided the information contained therein is not confidential.

VII. RELATIONSHIP OF THE PARTIES

A. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to Workers' Compensation benefits from the District for the performance of the services specified in this Agreement. Contractor shall make no representation that it is a District employee for any purposes.

B. By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership or any other type of relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

VIII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below with insurers acceptable to the District. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Contractor represents, warrants, and agrees that it has and shall maintain state minimum Workers' Compensation insurance coverage for its employees and Employer's Liability insurance. Evidence of qualified self-insured status may be substituted for the requirements of this Paragraph.
2. Contractor shall maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 in the aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the District and the District's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance in the minimum amount of \$1,000,000, if applicable.

C. Any insurance carried by the District, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the District certificates of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the District. The District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the District may immediately terminate this Agreement, or at its discretion, the District may procure or renew any

such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies paid by the District shall be repaid by Contractor to the District upon demand, or the District may offset the cost of the premiums against any monies due to Contractor from the District.

IX. WARRANTIES AND GUARANTEES./DELETE IF NOT PURCHASING GOODS OR EQUIPMENT/

The Contractor hereby represents, warrants and guarantees to the District all workmanship, equipment and materials paid for by the District pursuant to this Agreement for a period of two years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the District. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the District within such reasonable period of time as specified by the District in writing. If the Contractor fails to repair such defect within such period of time specified by the District, the District may repair such defect or contract for such repairs at the expense of Contractor.

X. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the District and its officers, employees, and agents from and against any and all claims, liability, damages, losses, expenses and demands, including attorneys' fees, arising out of or in any manner connected with Contractor's performance under this Agreement if such injury, loss, or damage is caused in whole or in part by, the negligent act, omission, or error of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a Workers' Compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

XI. MISCELLANEOUS

A. Governing Law, Venue and Jurisdiction. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court in and for El Paso County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when hand delivered, sent via overnight national courier, or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Consequential Damages Waiver. To the fullest extent permitted by law, the District and Contractor waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of goodwill; cost of substitute facilities, goods, or services; and cost of capital.

L. Attorneys' Fees. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order or award.

M. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year

is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

N. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same instrument. This Agreement and any other documents requiring a signature may be signed electronically by either Party, pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CHEROKEE METROPOLITAN DISTRICT

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name/Title: _____

