

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

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

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President/Treasurer	2025/May 2025
<i>VACANT</i>		2025/May 2025
<i>VACANT</i>		2025/May 2025
<i>VACANT</i>		2027/May 2025
<i>VACANT</i>		2027/May 2025

Secretary

DATE: August 2, 2023

TIME: 4:00 p.m.

LOCATION: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial In: 1-719-359-4580

One tap mobile:

+17193594580,,86267550643#,,,,*987572#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum; Approve agenda; Confirm location of meeting and posting of meeting notices.

C. Acknowledge resignation of Ann Finn as District Secretary, and consider appointment of Peggy Ripko as new District Secretary.

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

- Approve Minutes of the April 5, 2023 Regular Meeting (enclosure).
- Ratify approval of payment of claims for the period beginning March 31, 2023 through July 27, 2023 totaling \$683,962.65 (enclosure).
- Ratify approval of Task Order No. 1 to Master Service Agreement for District Engineering Services between the District and Independent District Engineering Services, LLC (“IDES”), for Retail 2 – Road, Utilities and Offsite Drainage Expenditure Verification (enclosure).
- Ratify approval of Task Order No. 2 to Master Service Agreement for District Engineering Services between the District and IDES, for Retail 3/4 – Roads and Utilities Expenditure Verification (enclosure).
- Ratify approval of Change Order No. 1 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc. (“Redland MSA”), to incorporate 2023 schedule of fees (enclosure).
- Ratify approval of Work Order No 6 to the Redland MSA, for Retail 2 Subdivision Plat Revisions (enclosure).
- Ratify approval of Work Order No 7 to the Redland MSA, for Retail 2 Construction Management Services (enclosure).
- Ratify approval of Work Order No 8 to the Redland MSA, for Retail 3/4 District Roads and Utilities (enclosure).
- Ratify approval of Master Service Agreement for Asphalt Milling and Paving between the District and Alliance Commercial Maintenance, Inc. (enclosure).
- Ratify approval of Grant of Easement between the District and United Power, Inc. (for the Farmlore Project) (enclosure).
- Ratify approval of Oil and Gas Lease between the District and Extraction Oil & Gas, Inc.

II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

A. _____

IV. LEGAL MATTERS

- A. Conduct Public Hearing to consider inclusion of approximately 2.266 acres of property owned by THF Prairie Center Development, L.L.C. Consider adoption of Resolution No. 2023-08-01, Resolution for Inclusion of Real Property (enclosures – Petition and Resolution).
-

B. **Bond Issuance:**

1. Discuss status of proposed issuance of additional debt to finance Primary Public Improvements and District Improvements. Authorize President to solicit, negotiate and execute engagement agreements with consultants (for ratification by the Board at the next meeting), and to take such other actions as necessary and appropriate related to the issuance of bonds.

2. Discuss and consider engagement of Ballard Spahr LLP as Bond Counsel.

3. Discuss and consider engagement of Stifel, Nicolaus & Company Incorporated as Underwriter.

4. Discuss and consider engagement of CliftonLarsonAllen LLP as Independent Accountant.

5. Discuss and consider engagement of Schedio Group LLP as Independent Engineer (to provide opinion on Project Management Fee).

6. Discuss and consider engagement of MuniCap, Inc. as Financial Advisor.

7. Discuss and consider engagement of PGAV Planners LLC to prepare market analysis.

- C. Review and consider approval of Agreement on Permit for Easement Crossing between the District and The Brighton Lateral Ditch Company (to be distributed).
-

V. CAPITAL IMPROVEMENTS / OPERATIONS

- A. Review and consider approval of Master Service Agreement for Stormwater Compliance between the District and Ensolum, LLC, and Work Order No. 1 to Master Service Agreement, for Prairie Center Retail 2 (enclosures).

- B. Review and consider approval of First Amendment to Master Service Agreement for Surveying Services between the District and AzTec Consultants, Inc. (“AzTec MSA”), to incorporate 2023 schedule of fees (enclosure).

- C. Review and consider approval of Task Order No. 2 to AzTec MSA, for Prairie Center Phase 2 – 3rd Amendment (enclosure).

- D. Discuss and consider approval of construction contract for Prairie Center Retail 2 Roads, Utilities and Off-Site Drainage Project to RCD Construction, Inc., and issuance of Notice of Award, for District improvements only, in the amount of \$798,856.55 (enclosure – Notice of Award).

- E. Discuss and authorize Construction Committee to negotiate, and President to execute, construction contract and related consultant service agreements for Retail 3/4 – Roads and Utilities, for ratification by the Board at the next meeting.

- F. Discuss status of:
1. Village V Park – Phase 2.

 2. Interim Lutz Stormwater Detention Ponds Improvement Project and possible amendment to Comprehensive Agreement.

 3. Expenditure verification for Prairie Center Retail 2 – Roads, Utilities and Off-Site Drainage Project.

VI. ADMINISTRATIVE MATTERS (continued)

- A. Consider appointment of Richard Merkel to fill an existing vacancy on the Board of Directors. Notice of Vacancy was published May 18, 2023.
-

- B. Consider appointment of officers:

President _____

Treasurer _____

Secretary _____

Assistant Secretary _____

VII. OTHER MATTERS

- A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 6, 2023.**

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 3 (the “District”)
HELD
APRIL 5, 2023**

A regular meeting of the Board of Directors of the Prairie Center Metropolitan District No. 3 (referred to hereafter as “Board”) was convened on Wednesday, the 5th day of April, 2023 at 4:00 P.M. This District Board meeting was held and properly noticed to be held via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn

Also In Attendance Were:

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

Kathy Kanda, Esq.; McGeady Becher P.C.

Cecilia Wang; CliftonLarsonAllen LLP

**ADMINISTRATIVE
MATTERS**

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Kanda requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Kanda that all Directors’ Disclosure Statements have been filed and no additional conflicts were disclosed.

Quorum / Meeting Location / Posting of Meeting Notices: Attorney Kanda noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s board meeting. The Board determined that the meeting would be held via Zoom video/telephone conference without any individuals (neither District Representatives nor the General Public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be changed have been received from any taxpaying electors within the District boundaries.

RECORD OF PROCEEDINGS

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Tamblyn, seconded, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://prairiecentermd.colorado.gov> or if posting on the website is unavailable, notice will be posted at the following physical location within the District's boundaries: on a post within the boundaries of the District.

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Agenda was approved, as amended.

Results of Cancelled May 2, 2023 Regular Directors' Election (the "Election"): Ms. Finn informed the Board that the Election was cancelled, as permitted by statute, as there were not more candidates than positions available. There were no candidates for the open positions and the four existing vacancies on the Board were confirmed.

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the December 7, 2022 Regular Meeting.
- Ratify approval of payment of claims for the period beginning December 1, 2022 through February 28, 2023 totaling \$648,427.31.
- Ratify approval of Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc.
- Ratify approval of Change Order No. 1 to the Service Agreement for Property Maintenance for Park on Peregrine between the District and Vargas Property Services, Inc.
- Ratify approval of Service Agreement for Snow Removal and Street Sweeping Services between the District and Snow Pros, Inc., d/b/a Site Source CAM.
- Ratify approval of Service Agreement for Exterior Light Inspection between the District and Colorado Lighting, Inc.
- Ratify approval of Service Agreement for Water Feature Maintenance Services between the District and Pinnacle Landscape & Xeriscape Incorporated.
- Ratify approval of Service Agreement for Detention Pond Maintenance between the District and Snow Pros, Inc., d/b/a Site Source CAM.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Tamblyn, and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

PUBLIC COMMENT There was no public comment.

FINANCIAL MATTERS

2022 Audit: Ms. Wang reviewed the 2022 Audit with the Board.

Following review, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board approved the 2022 Audit and authorized execution of the Representations Letter, subject to review by the District President and counsel, and receipt of an unmodified opinion letter from the auditor.

LEGAL MATTERS

Resolution No. 2023-04-01, Resolution Adopting Rules and Regulations for Construction Activity: The Board reviewed Resolution No. 2023-04-01, Resolution Adopting Rules and Regulations for Construction Activity.

Following review, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board adopted Resolution No. 2023-04-01, Resolution Adopting Rules and Regulations for Construction Activity.

Lease Agreement with Civitas Inc.: The Board entered into discussion regarding actions taken in response to an offer from Civitas as parent company of Extraction Oil & Gas, Inc. (“Operator”) regarding unleased mineral acres owned by the District.

Following review, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board approved a lease agreement between the District and the Operator, subject to counsel review, and authorized Director Tamblyn to execute the lease agreement.

Formation of New Prairie Center Districts: The Board deferred this matter. No action was taken.

Master Service Agreement for District Engineering Services between the District and Independent District Engineering Services, LLC (“IDES”): Attorney Kanda reviewed with the Board the Master Service Agreement for District Engineering Services between the District and IDES.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board approved the Master Service Agreement for District Engineering Services between the District and IDES, and also approved and authorized the preparation of Task Order No. 1 to the Master Service Agreement, for cost allocation of Retail 2 Public Road Extensions.

Termination of District No. 1 Pledge Agreement: Following discussion, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board approved the Termination of District No. 1 Pledge Agreement, by and between the District, Prairie Center Metropolitan District No. 1, and UMB Bank, n.a.

CAPITAL IMPROVEMENTS

Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three: Director Tamblyn reported to the Board that design work is ongoing. The City of Brighton is expected to approve the project in April 2023 and construction to begin in May 2023 and is expected to be completed in 120 days.

Allocation of Costs of Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three: Following discussion, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board authorized the Project Manager to prepare, and the District President to execute, a Task Order to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc. for the allocation of costs.

Prairie Center Village V Park – Phase 2 Project: Director Tamblyn reported to the Board that the design work has been completed, but that construction may be delayed, depending on the status of residential development in Prairie Center Metropolitan District No. 5.

Interim Lutz Stormwater Detention Ponds Improvements Project: Director Tamblyn reported to the Board the work is almost complete and he is expecting the final pay application in May 2023. It was noted the cost will need to be certified by the City of Brighton and the improvements will be conveyed to the City of Brighton.

Subgrade Investigation and Pavement Design – Retail 2 Project: Director Tamblyn reported to the Board that the project is completed. It was noted that the report has been submitted to the City of Brighton for review.

RECORD OF PROCEEDINGS

OPERATIONS

Construction Activity Permit: The Board reviewed the form Construction Activity Permit.

Following review, upon motion duly made by Director Tamblyn, and, upon vote unanimously carried, the Board approved the form Construction Activity Permit, and authorized the Project Manager or District Manager as the Designated Representative under the Construction Activity Rules and Regulations, with the authority to execute Construction Activity Permits.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

**Prairie Center Metro District No. 3
Check register
March 31, 2023 - July 27, 2023**

Date	Vendor	Document no.	Amount
	Bank: 1st Bank - PCMD3 - First Bank	Account no: 3661262232	
03/31/2023	43298-000092--United Power		2,361.83
04/14/2023	43298-000094--Vargas Property Service	1877	8,998.98
04/14/2023	43298-000093--Utility Notification Center of CO	1876	168.99
04/14/2023	43298-000079--Special District Mgmt. Services, Inc	1875	3,104.82
04/14/2023	43298-000077--Snow Pros, Inc	1874	116,076.75
04/14/2023	43298-000072--Redland Consulting Group	1873	1,400.00
04/14/2023	43298-000070--Prairie Management LLC	1872	3,000.00
04/14/2023	43298-000058--McGeady Becher, PC	1871	5,278.31
04/14/2023	43298-000050--JR Engineering LLC	1870	14,444.25
04/14/2023	43298-000048--Hudick Excavating Inc	1869	118,897.79
04/14/2023	43298-000027--CTL Thompson	1868	750.00
04/14/2023	43298-000024--Colorado Lighting, Inc,	1867	15.00
04/14/2023	43298-000014--CliftonLarsonAllen LLP	1866	10,377.97
04/30/2023	43298-000092--United Power		2,448.65
05/17/2023	43298-000094--Vargas Property Service	1889	8,998.98
05/17/2023	43298-000093--Utility Notification Center of CO	1888	100.62
05/17/2023	43298-000079--Special District Mgmt. Services, Inc	1887	3,231.60
05/17/2023	43298-000077--Snow Pros, Inc	1886	3,858.00
05/17/2023	43298-000072--Redland Consulting Group	1885	500.00
05/17/2023	43298-000070--Prairie Management LLC	1884	3,000.00
05/17/2023	43298-000058--McGeady Becher, PC	1883	15,783.14
05/17/2023	43298-000050--JR Engineering LLC	1882	10,995.50
05/17/2023	43298-000048--Hudick Excavating Inc	1881	37,646.68
05/17/2023	43298-000024--Colorado Lighting, Inc,	1880	2,249.83
05/17/2023	43298-000014--CliftonLarsonAllen LLP	1879	23,866.77
05/17/2023	43298-000002--Alliance CMS	1878	180,179.77
05/31/2023	43298-000092--United Power		3,567.64
06/15/2023	43298-000094--Vargas Property Service	1902	14,790.15
06/15/2023	43298-000093--Utility Notification Center of CO	1901	144.48
06/15/2023	43298-000079--Special District Mgmt. Services, Inc	1900	1,894.88
06/15/2023	43298-000077--Snow Pros, Inc	1899	3,858.00
06/15/2023	43298-000072--Redland Consulting Group	1898	2,960.00
06/15/2023	43298-000070--Prairie Management LLC	1897	3,000.00
06/15/2023	43298-000067--Pinnacle Landscape & Xeriscape, Inc.	1896	7,580.00
06/15/2023	43298-000058--McGeady Becher, PC	1895	12,029.41
06/15/2023	43298-000050--JR Engineering LLC	1894	1,247.50
06/15/2023	43298-000024--Colorado Lighting, Inc,	1893	646.00
06/15/2023	43298-000018--Colorado Community Media	1892	23.04
06/15/2023	43298-000014--CliftonLarsonAllen LLP	1891	7,179.23
06/15/2023	43298-000002--Alliance CMS	1890	1,617.98
06/30/2023	43298-000092--United Power		5,059.15
07/18/2023	43298-000097--WIPFLI	1912	5,500.00
07/18/2023	43298-000094--Vargas Property Service	1911	10,184.84
07/18/2023	43298-000093--Utility Notification Center of CO	1910	141.90
07/18/2023	43298-000079--Special District Mgmt. Services, Inc	1909	1,150.55
07/18/2023	43298-000070--Prairie Management LLC	1908	3,000.00
07/18/2023	43298-000067--Pinnacle Landscape & Xeriscape, Inc.	1907	2,980.00
07/18/2023	43298-000058--McGeady Becher, PC	1906	3,961.87
07/18/2023	43298-000048--Hudick Excavating Inc	1905	1,875.00
07/18/2023	43298-000024--Colorado Lighting, Inc,	1904	15.00
07/18/2023	43298-000014--CliftonLarsonAllen LLP	1903	11,821.80
	Total for 1st Bank - PCMD3		683,962.65

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for District Engineering Services
AGREEMENT NO. N/A AGREEMENT DATE 5/5/2023 TASK ORDER NO. 1
CONSULTANT Independent District Engineering Services LLC

TASK ORDER REFERENCE: Task Order 1 Submittal (attached)
TASK ORDER NAME: Retail 2 – Roads, Utilities and Off-site Drainage Expenditure
Verification Services
METRO DISTRICT PROJECT ENGINEER: IDES, LLC (Greg Toler)
BASIS OF COMPENSATION: Time and Materials Basis not to exceed \$15,000.00
SCHEDULE: Services to be completed prior to District’s execution of the Construction Agreement for
the Retail 2 project on or before 8/1/23

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	<u>\$ 000.00</u>
Task Order Price – Task Order No. <u>1</u>	<u>\$ 15,000.00 (NTE)</u>
Total of Agreement Prices including this Task Order	<u>\$ 15,000.00</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.


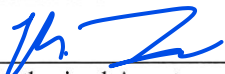
APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by Barrett Marrocco Date 5/24/23

Approved by Michael Tamblyn Date 5/30/23

The undersigned agrees to the above terms and conditions:


Consultant

Authorized Agent

5/31/23
Date

President
Title

**CHANGE ORDER TO
MASTER SERVICE AGREEMENT FOR
DISTRICT ENGINEERING SERVICES**

Change Order No: 1	Date Issued: June 12, 2023
LAP No. <u>N/A</u> , Work Order No. <u>N/A</u>	
Project Name: <u>N/A</u>	
Date of Work Order: <u>June 12, 2023</u> (effective January 1, 2023)	Issuing District/District: <u>Prairie Center Metropolitan District No. 3</u>
Date of LAP: <u>N/A</u>	
Other Party/Parties: <u>Redland Consulting Group, Inc.</u>	

CHANGE IN SCOPE OF SERVICES (describe): The Master Service Agreement for District Engineering Services, dated April 6, 2016, by and between Redland Consulting Group, Inc. (“**Consultant**”), and Prairie Center Metropolitan District No. 3 is hereby amended to provide that the rates set forth on the Hourly Billing Rate Scheduled attached hereto as **Exhibit A**, attached hereto, shall be in effect as of January 1, 2023.

CHANGE IN WORK ORDER ANTICIPATED BUDGET OR LAP COMPENSATION	CHANGE IN TERM OF WORK ORDER/LAP:
Original Compensation: \$ <u>NA</u>	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Compensation with all Approved Change Orders: \$ _____	Term with all Approved Change Orders: <u>N/A</u>

APPROVED:

By: _____
Prairie Center Metropolitan District No. 3

APPROVED:

Wade LePlatt

By: _____
Redland Consulting Group, Inc.

Digitally signed by Wade LePlatt
 DN: cn=Wade LePlatt, o=Redland, cn=Wade LePlatt
 Reason: I am approving this document
 Date: 2023.06.13 09:54:55-0600

EXHIBIT A
HOURLY BILLING RATE SCHEDULE
(Rates effective through December 31, 2023)

Description	Rate
Principal	\$260.00
Associate Principal	\$230.00
Sr. Construction Manager	\$215.00
Sr. Project Manager (Engineering)	\$215.00
Sr. Project Manager (Planning / L.A.)	\$205.00
Project Manager (Engineering/Construction)	\$190.00
Sr. Project Engineer	\$175.00
Project Manager (Planner / L.A.)	\$160.00
Sr. Planner	\$150.00
Sr. Landscape Architect	\$150.00
Project Engineer	\$150.00
Sr. Designer	\$150.00
Engineer IV	\$140.00
Planner IV	\$140.00
Landscape Architect	\$130.00
Designer IV	\$130.00
Landscape Designer IV	\$130.00
Engineer III	\$130.00
Designer III	\$120.00
Planner III	\$115.00
Landscape Designer III	\$115.00
Engineer II	\$115.00
Designer II	\$110.00
Planner II	\$105.00
Landscape Designer II	\$105.00
Engineer I	\$105.00
Designer I	\$100.00
Planner I	\$95.00
Landscape Designer I	\$95.00
Administrative	\$90.00

**WORK ORDER
AGREEMENT FOR
DISTRICT ENGINEERING SERVICES**

Work Order No:	6	Date of District Approval:	<u>February 7, 2023</u>
-----------------------	---	-----------------------------------	-------------------------

This Work Order is executed pursuant to the Master Agreement for District Engineering Services, effective April 6, 2016 between Prairie Center Metropolitan District No. 3 (“CLIENT” or “District”) and Redland Consulting Group, Inc., as the Consultant (or “REDLAND”) (the “Agreement”). This document incorporates the terms and conditions of the Agreement as noted, implemented, amended and supplemented below

General Description of Project and Project Components: Prairie Center Retail 2

SCOPE OF SERVICES

REDLAND will provide the following professional services:

Supporting Services

- I. Subdivision Plat Revisions
 - a. Revised the subdivision plat to address City comments and adjust the roadway tracts and adjacent easements.
 - b. Add an existing conditions sheet to the plat as requested by the City.

Anticipated Work Order Budget: \$2,100*

The anticipated work order budget represents an opinion of probable cost for purposes of establishing an approximate value of the overall project which will be refined and established as described in the selected form of contract.

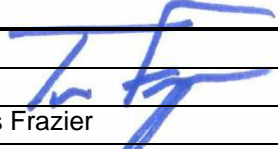

* **The DISTRICT and REDLAND expressly acknowledge and agree that the Scope of Work includes work for both public improvements and private improvements and that the District’s payment obligation under this Work Order is limited to costs related to public improvements as determined by an independent engineer.**

Schedule for the Work / Limited Authorizations to Proceed:

LAP #	Date	Scope	Est. Amount	Est Completion Date
N/A	10/14/22	Design Development Phase: Civil Engineering	\$5,000.00	12/31/23

1.				

Modifications to Agreement: Effective as of January 1, 2023, services authorized to be paid to REDLAND on an hourly fee basis under the Agreement and any Work Orders, including this Work Order No. 6, shall be at the rates set forth on the Hourly Billing Rate Schedule attached hereto as **Exhibit A**.

Approved: Michael Tamblin		Approved: 	
By: 		By: Travis Frazier	
Prairie Center Metropolitan District No. 3		Redland Consulting Group, Inc.	

**EXHIBIT A
HOURLY BILLING RATE SCHEDULE**

(Rates effective through December 31, 2023)

I.	Description	Rate
	Principal	\$260.00
	Associate Principal	\$230.00
	Sr. Construction Manager	\$215.00
	Sr. Project Manager (Engineering)	\$215.00
	Sr. Project Manager (Planning / L.A.)	\$205.00
	Project Manager (Engineering/Construction)	\$190.00
	Sr. Project Engineer	\$175.00
	Project Manager (Planner / L.A.)	\$160.00
	Sr. Planner	\$150.00
	Sr. Landscape Architect	\$150.00
	Project Engineer	\$150.00
	Sr. Designer	\$150.00
	Planner IV	\$140.00
	Landscape Architect	\$130.00
	Landscape Designer IV	\$130.00
	Engineer III	\$130.00
	Planner III	\$115.00
	Landscape Designer III	\$115.00
	Engineer II	\$115.00
	Designer II	\$110.00
	Planner II	\$105.00
	Landscape Designer II	\$105.00
	Engineer I	\$105.00
	Designer I	\$100.00
	Planner I	\$95.00
	Landscape Designer I	\$95.00
	Administrative	\$90.00

**WORK ORDER
AGREEMENT FOR
DISTRICT ENGINEERING SERVICES**

Work Order No:	7	Date of District Approval:	Construction Committee: June 8, 2023 ("Effective Date") Board of Directors: August 2, 2023
-----------------------	---	-----------------------------------	--

This Work Order is executed pursuant to the Master Agreement for District Engineering Services, effective April 6, 2016 between Prairie Center Metropolitan District No. 3 ("CLIENT" or "District") and Redland Consulting Group, Inc., as the Consultant (or "REDLAND") (the "Agreement"). This document incorporates the terms and conditions of the Agreement as noted, implemented, amended and supplemented below. As used in this Work Order, the term "Construction Manager" shall mean REDLAND and "Owner" shall mean District.

General Description of Project and Project Components: Prairie Center Retail 2 – Construction Management Services

BASIS OF UNDERSTANDING

District owns approximately 6.4 acres of real property in Adams County, Colorado located approximately at the following location: Northeast corner of Prairie Center Parkway and Eagle Boulevard (the "Property"). The Property's legal description is Prairie Center Phase 2 Subdivision – Third Amendment

District desires to utilize the Property for the development of the following:

Based upon information provided by the CLIENT, including site plan drawings prepared by REDLAND, dated 03-14-2022 the project is located in Brighton, Colorado. The CLIENT intends to develop and extend the existing District roads within Prairie Center Retail 2 to create 4 additional commercial pad sites. Approximately 540 LF of additional road is anticipated. The roadway extensions will include water, sewer and storm sewer extensions to serve the pad sites.

Detention and water quality are provided off-site in a regional facility, Pond 8. Pond 8 functions as an infiltration pond and will need to have a temporary outfall construction to Pond 5 as part of this scope. (together with roadway extensions and utilities described above, collectively, the "Project").

Owner's Civil Engineer ("Engineer") for this Project is Redland.

As of the Effective Date, in addition to this Work Order, the Owner has contracted with the following third-party consultants and professionals with respect to the Project:

CTL Thompson for Geotechnical Consultation

Aztec Consultants for Surveying

As of the Effective Date, Owner has procured from Engineer and other third-party consultants (not including Construction Manager) the following plans, drawings, geotechnical reports, topographical surveys, traffic and utility studies, etc.:

Prairie Center Retail #2 Civil Construction Documents by Redland, dated March 8, 2023

Prairie Center Phase 2 Subdivision – Third Amendment Final Plat by Aztec, dated December 2, 2022.

Preliminary Geotechnical Investigation Prairie Center Retail 2 by CTL Thompson, dated March 9, 2023.

Initial Project budget information (not including costs for Engineering or other design services):

\$1,200,000

Initial Project schedule information:

3 month construction duration

This proposal is based on the use of one General Contractor or, alternatively, the various construction contractors with which Owner has directly contracted (if it is decided to divide the Construction Phase work between two or more contractors, each with a direct contract with Owner).

The Parties recognize that the above Project information, while helpful, is initial and may materially change during the course of the Project as the Pre-Construction and Construction Phases of the Project proceed. In such event, Owner and Construction Manager shall adjust Construction Manager's Scope of Work and compensation to reflect such material changes.

SCOPE OF WORK

Construction Manager's Scope of Work under this Work Order includes work in the Construction Phase of the Project. The Construction Phase of the Project, unless otherwise stated explicitly herein, includes the Project infrastructure only, and not vertical construction.

Construction Manager shall perform its Scope of Work consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances.

Construction Manager shall coordinate its Scope of Work with those services provided to the Project by Owner, the Engineer, and the other contractors and consultants Owner hires for the Project. Construction Manager may be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information provided by Owner, the Engineer, and other contractors and consultants hired by Owner and the Engineer. Construction Manager will

provide to Owner timely written notice if Construction Manager becomes aware of any material error or omission found in such information.

Construction Manager shall be responsible for maintaining a central document management system for the Project, including without limitation the “**Contract Documents**” as defined in the Construction Agreement (also referred to herein as the GC Contract) for the Project. This central management system shall include all materially-relevant documents pertaining to Construction Manager’s Scope of Work. It also shall include materially-relevant documents pertaining to the Engineer’s and General Contractor’s scope of work (and the work of their respective consultants and subcontractors), subject to the Engineer’s and General Contractor’s willingness and diligence to provide such documentation to Construction Manager in a reasonably organized condition. Such central documentation shall be available for Owner reviews and inspections during regular business hours, with 24-hour prior written notice.

For purposes of this Agreement, the term “General Contractor” and “GC Contract” shall refer to the sole general contractor for the Project (if it is decided that all Construction Phase work will be completed and contracted through one general contractor); or, alternatively, the various construction contractors with which Owner has directly contracted (if it is decided to divide the Construction Phase work between two or more contractors, each with a direct contract with Owner).

Construction Manager shall review Owner’s initial Project information and shall consult with Owner as to the proposed Project’s viability, scope, cost, and schedule.

Notwithstanding anything in this Work Order to the contrary, Construction Manager shall not be deemed to be a partner, affiliate, or employee of Owner. In the circumstance where Redland is providing Construction Management and entitlement or design services for the Project, the entitlement and design services are distinct and separate from this Work Order and have been or will be covered by a different Work Order or agreement.

Pre-Construction Phase Services

- I. Construction Management
 - a. Bidding as authorized by Work Order No. 5, dated August 3, 2022, to the Agreement.
 - b. Following the review of bids with Owner, and prior to the start of construction, Construction Manager shall provide support services to Owner, as requested by Owner, including attending meetings, coordination with Owner, contractor(s), and agencies.

Construction Phase Services

- I. Construction Management
 - a. The Construction Phase of the Project shall commence when the general contractor (the “**General Contractor**”) under the GC Contract commences

Project-related on-site work on the Property (“**Construction Commencement Date**”) and shall terminate upon the issuance of a Certificate of Substantial Completion (as that term is described in this Agreement). As stated above, unless explicitly stated otherwise herein, the Construction Phase of Construction Manager’s Scope of Work includes only work relating to Project infrastructure and not vertical construction.

- b. Owner and Construction Manager may agree that the Construction Phase of the Project commences prior to completion of the Pre-Construction Phase of the Project, in which case, both phases will proceed concurrently.
- c. Construction Manager shall act as Owner’s representative with respect to Owner’s dealings with the General Contractor and shall help coordinate with them the work and sequence of the work to complete the Project. Construction Manager, however, shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Phase of the work because these are solely the General Contractor’s rights and responsibilities under the GC Contract. Construction Manager shall not be responsible for the General Contractor’s failure to perform the Construction Phase work in accordance with the requirements of the GC Contract. Construction Manager shall be responsible for Construction Manager’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the General Contractor, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Construction Phase work.
- d. Construction Manager shall schedule and preside at periodic Project meetings with the Engineer and the General Contractor to discuss matters such as procedures, schedules, and coordination, and to develop solutions to issues that are identified. Construction Manager shall promptly prepare and maintain minutes of such meetings and distribute such minutes to the meeting participants. The frequency of such Project meetings shall be determined by agreement with Owner and Construction Manager.
- e. Construction Manager shall diligently endeavor to obtain satisfactory performance from the General Contractor under the requirements of the GC Contract.
- f. At regular intervals agreed to between Owner and Construction Manager, Construction Manager shall update Owner, in writing, on the progress of the Construction Phase work and material issues arising therefrom. Said update shall include the following (for the period covered by the update):
 - i. Construction Phase work completed;
 - ii. Project schedule status;

- iii. Requests for information and change requests (and the status thereof);
 - iv. Status of rejected work and remedial efforts;
 - v. Status on the Cost of the Work (including payments made to, and owed to, Construction Manager);
 - vi. Status of compensation to General Contractor under the GC Contract (with sufficient details to address the form of contract compensation to the General Contractor—whether it is based on cost-of-the-work, cost-of-the-work with a guaranteed maximum price, stipulated sum; etc.);
 - vii. Any other issues agreed to by Owner and Construction Manager.
- g. General Contractor shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Construction Phase work until such items are incorporated into said work.
 - h. Construction Manager shall implement and develop procedures to review and process progress and final pay applications from the General Contractor.
 - i. Construction Manager shall prepare standard AIA Payment Applications for General Contractor's use in monthly invoicing with a schedule of values and unit pricing.
 - j. Not more frequently than monthly, Construction Manager shall review the General Contractor's pay applications and certify the amounts due the General Contractor. Construction Manager shall certify the amount Construction Manager determines is owed to the General Contractor under the pay application and shall prepare certificates of payment.
 - k. Construction Manager's certification for payment shall constitute a representation to Owner, based on Construction Manager's evaluations of the status of the Construction Phase work and on the data comprising the General Contractor's pay application, that, to the best of Construction Manager's knowledge, information and belief, such work has progressed to the point indicated, the quality of such work is in accordance with the GC Contract, and the General Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Construction Phase work for conformance with the GC Contract upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the GC Contract prior to completion; and (4) specific qualifications expressed by Construction Manager. The issuance of a certificate for payment shall further constitute a recommendation to the Owner that the General Contractor be paid the amount certified.

- l. Construction Manager's certification of a pay application shall not be a representation that Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Construction Phase work; (2) reviewed construction means, methods, techniques, procedures, or sequences for the General Contractor's work; (3) confirmed the basis for requisitions received from subcontractors and suppliers and other data required by the GC Contract to substantiate the General Contractor's right to payment; or (4) ascertained how or for what purpose the General Contractor has used money previously paid under the GC Contract.
- m. Construction Manager shall have the authority to reject Construction Phase work that does not conform to the GC Contract and shall notify Owner about the rejection. The failure of Construction Manager to reject work shall not constitute acceptance thereof. Construction Manager shall keep a record in its central document management system of rejected work. Upon written authorization from Owner, Construction Manager may require and make arrangements for additional inspection or testing of work in accordance with the GC Contract, whether or not the work is fabricated, installed or completed.
- n. Construction Manager shall review change requests from the General Contractor and shall communicate with Owner relating to such requests and make recommendations to Owner as to whether the change should be accepted. If Owner decides to accept the change, Construction Manager shall appropriately memorialize said change in accordance with the requirements of the GC Contract.
- o. Construction Manager shall provide document control using Construction Manager's FTP site to provide open access to the latest available plans, reports, meeting minutes, RFI's, and material submittals.
- p. Construction Manager shall oversee and coordinate RFI's and material submittals for Owner, General Contractor, Engineer and other design team members, government agencies, and other interested parties.
- q. Construction Manager shall coordinate Construction Document amendments between the Engineer, Owner, government agencies and General Contractor.
- r. Construction Manager shall observe the General Contractor's final testing and start-up of utilities, operational systems and equipment and observe any commissioning required by the GC Contract.
- s. When Construction Manager considers the General Contractor's Construction Phase work substantially complete—that is, said work is complete in that a letter of initial acceptance is issued by the applicable governmental authority ("**Substantial Completion**")—Construction Manager shall prepare a list of incomplete or unsatisfactory items, including any incomplete or unsatisfactory

items identified by the Engineer and each applicable governing authority, and a schedule for their completion (the “**Punch List**” work). It is understood that if the Construction Phase work is broken up into various phases, a Substantial Completion and Punch List process may be applicable for each such phase, as provided for in the GC Contract documents.

- t. When Substantial Completion is attained, Construction Manager (or Engineer, depending on the Project or requirement of each applicable governing authority) shall prepare and execute a “**Certificate of Substantial Completion**” and deliver same to Owner and the General Contractor. Following issuance of a Certificate of Substantial Completion, Construction Manager shall coordinate with each applicable governmental authority for an inspection to confirm completion of the Punch List work and notify Owner when all such Punch List work is complete and ready for final inspection. Construction Manager shall coordinate to schedule such final inspection with each applicable governing authority. If the GC Contract includes commissioning of equipment, final inspection shall not occur until the commissioning process is completed.
- u. Once all tasks are completed under the GC Contract, Construction Manager shall review and recommend to Owner whether the General Contractor’s final pay application should be approved and paid (“**Final Payment**”).

Additional Services

The services listed below are not included in Construction Manager’s Scope of Work. Construction Manager shall provide the listed “**Additional Services**” only if specifically requested by Owner and agreed to by Construction Manager. Unless this request and agreement are made, such Additional Services are not the responsibility of Construction Manager. If a request for Additional Services is made, and agreed to by Construction Manager, Construction Manager shall be compensated for said service in an amount agreed to at that time between Owner and Construction Manager. Such agreement shall be affirmed in writing by both Owner and Construction Manager through Work Order Authorization. The list of Additional Services includes the following:

- I. Tenant-related services;
- II. Commissioning;
- III. Development of a commissioning plan;
- IV. Furniture, furnishings and equipment delivery, and installation coordination;
- V. Assistance with site selection;
- VI. Assistance with selection of Engineer or Third-party consultant(s);
- VII. Furnishing land survey for the Property;

- VIII. Furnishing insurance advice;
- IX. Stakeholder relationships management;
- X. Owner moving coordination;
- XI. Services necessitated by the enactment or revisions of applicable governmental codes, laws, regulations, or official interpretations after the Effective Date of this Agreement;
- XII. Services arising from untimely decisions by Owner or any other failure of Owner under this Agreement or failure of performance of the General Contractor or any of Owner's other consultants or contractors;
- XIII. Preparation for or appearance on Owner's behalf at any public presentation, meeting, or hearing;
- XIV. Preparation for or appearance at any court proceeding or other dispute resolution proceeding except where Construction Manager is a party thereto;
- XV. Consultation about replacing Construction Phase work damaged by fire, flood, or other cause during the Construction Phase of the Project;
- XVI. Any services requested more than 60 days after Substantial Completion unless such service is necessitated by the failure of Construction Manager under this Agreement;
- XVII. Any other work that this Work Order does not expressly reference as included in Construction Manager's Scope of Work.

Miscellaneous

- I. Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Property. To the extent authorized by applicable law, Owner agrees to fully indemnify and defend Construction Manager from and against any claim, damage, demand, or liability arising from or relating to the actual or alleged exposure of persons to hazardous or toxic materials or substances in any form on the Property.
- II. Construction Manager shall have the right to post project-related social media content related to the Project. Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among Construction Manager's promotional and professional materials. Construction Manager shall provide professional credit for the Architect or Engineer in Construction Manager's promotional materials for the Project. Construction Manager shall be given reasonable access to the completed Project to make such representations. However, **Construction Manager's materials shall not include Owner's confidential or proprietary information** and it shall be Construction Manager's obligation to obtain Owner's written confirmation that

information related to the Project is not confidential or proprietary prior to posting such information on social media.

- III. Construction Manager shall have the right to display at the project site, throughout the construction of the Project, Construction Manager's name and other trademarks on trailers, banners, or signs and in such a manner and at such locations as are generally visible to the public.

This Miscellaneous Provisions Section shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to the Termination of Agreement Section in this Agreement.

Owner Responsibilities

- I. Owner shall provide to Construction Manager timely and accurate information about the Project and shall provide timely and complete responses to Construction Manager's inquiries relating to the Project.
- II. Owner shall establish Owner's budget for the Project, including (1) the budget for the Cost of the Work; and (2) reasonable contingencies related thereto. Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until Final Payment is made. If Owner significantly increases or decreases Owner's budget for the Cost of the Work, Owner shall notify Construction Manager. Owner and Construction Manager shall thereafter agree to a corresponding change in the Project's scope and quality and Construction Manager's compensation relating thereto.
- III. Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If Owner selects accelerated, phased or fast-track scheduling, Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.
- IV. Owner shall provide prompt written notice to Construction Manager if Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies relating to the Engineer's or any fault or defect in Construction Manager's work.
- V. Owner may perform Project-related work with Owner's own forces, and award contracts in connection with the Project to perform work outside of Construction Manager's Scope of Work under this Agreement. Construction Manager shall notify the Owner if any such independent action will interfere with Construction Manager's ability to perform its Scope of Work under this Agreement. When performing construction or operations related to the Project, Owner agrees to be subject to the same obligations of sequencing and cooperation as the General Contractor or any other consultant or professional contracting directly with Owner.

- VI. Owner shall communicate with the General Contractor only through Construction Manager. This same line of communication also shall apply to other consultants or professionals who have contracted directly with Owner.
- VII. Owner shall provide Construction Manager with each and every Project-related contract with any consultant, General Contractor, or other professional that has contracted directly with Owner.

Schedule for the Work / Limited Authorizations to Proceed:

LAP #	Date	Scope	Est. Amount	Est Completion Date
N/A	Effective Date	Pre-Construction Phase Services	Hourly Fee	Issuance Date of Certificate of Substantial
		• Post-Bidding Meetings		
		• Coordination & Support Services		
		Construction Phase Services		
		• Mobilization Fee	\$-0-	
		• Construction Management general conditions Basis for estimate: \$3,500/week for estimated 12-week duration	\$42,000.00	
• Construction Management services Basis for estimate: 5% of total amount (including retainage) of each certified Pay Application	\$60,000.00			

Other Project Terms/Notes:

Reimbursable Expenses

In addition to the compensation set forth above, Owner shall reimburse Construction Manager for the following reimbursable expenses (“**Reimbursable Expenses**”), where the compensation shall be the actual amount of the expenses incurred by the Construction Manager plus 10% (**cost plus 10%**). Reimbursable Expenses shall be timely included in Construction Manager’s monthly invoices.

- a. Transportation and authorized out-of-town travel and subsistence;
- b. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- c. Permitting and other fees required by governmental authorities;

- d. Printing and reproductions;
- e. Postage, handling, and delivery;
- f. Expense of overtime work requiring higher than regular rates, if authorized in advance by Owner;
- g. All taxes levied on Construction Manager for professional services and on reimbursable expenses;
- h. Insurance costs if the type of insurance required under this Agreement exceeds the insurance Construction Manager carries normally;
- i. Site office, storage, signage, sanitation and waste expenses; and
- j. Other typical Project-related out-of-pocket expenses.

Modifications to Agreement: None except as expressly set forth herein. In the event of any conflicts between the Master Agreement and this Work Order, the terms of this Work Order shall prevail only with respect to construction management services provided by the Construction Manager.

Approved:		Approved:		<small>Digitally signed by Wade LePlatt DN: c=US E=wleplatt@redland.com, O=Redland, CN=Wade LePlatt Reason: I am approving this document. Date: 2023.06.13 09:54:06-06'00'</small>
		Wade LePlatt		
By:		By:		
	Prairie Center Metropolitan District No. 3		Redland Consulting Group, Inc.	

**WORK ORDER
AGREEMENT FOR
DISTRICT ENGINEERING SERVICES**

Work Order No:	8	Date of District Approval:	<u>Construction Committee:</u> June 1, 2023 <u>Board of Directors:</u> August 2, 2023
-----------------------	---	-----------------------------------	--

This Work Order is executed pursuant to the Master Agreement for District Engineering Services, effective April 6, 2016 between Prairie Center Metropolitan District No. 3 (“CLIENT” or “District”) and Redland Consulting Group, Inc., as the Consultant (or “REDLAND”) (the “Agreement”). This document incorporates the terms and conditions of the Agreement as noted, implemented, amended and supplemented below

General Description of Project and Project Components: Prairie Center Retail 3/4 District Roads and Utilities

Based upon information provided by the CLIENT, including site plan drawings prepared by Redland, dated April 2022 the project is located in Brighton, Colorado. The CLIENT intends to extend the existing district roads within Retail #4 to create 4-5 additional commercial pad sites. Approximately 650 LF of additional road is anticipated. The roadway extensions will include water, sewer and storm sewer extensions to serve the pad sites. **Exhibit A** attached hereto depicts the subject property for this project.

Detention and water quality are provided off-site in a regional facility to the west.

A final plat will be required to extend the District Road tracts. The plat amendment will create 3 lots with plat amendments required to create subsequent lots.

Utility services will be extended to each pad site and each pad site will be overlotted graded for future development by individual pad uses.

Landscape will be required for the median within the District Road. It is anticipated that this landscaping will be rock and xeriscape. As a result, no irrigation is included.

SCOPE OF SERVICES

REDLAND will provide the following professional services:

Design Development Phase Services

- I. Civil Engineering
 - a. Prepare a Preliminary Site Plan indicating property lines, setbacks, building, parking area, trash enclosure, walks, driveways, easements, accessible routes, bike racks, traffic signage & striping, light poles, and landscape areas.
 - b. Prepare a Preliminary Grading Plan to define overall site drainage patterns and to establish approximate lot and roadway elevations.

- c. Prepare a Preliminary Grading Plan to define overall site drainage patterns, the building(s) finish floor elevation and the elevations of walks, parking areas and driveways (1-foot contour interval, typical).
- d. Prepare a Preliminary Utility Plan indicating sanitary sewer, water supply, fire service, and storm drain systems and their points of connection with existing utilities. Offsite utilities, if required, will also be identified on the plan. This task includes the collection of available utility maps from city, county, state, and/or utility companies serving the site.
- e. for the preliminary designed improvements included in the quantity takeoff.

Construction Document Phase Services

I. Civil Engineering

- a. Prepare general construction notes for site improvements to be included on the construction documents.
- b. Prepare a Site Demolition Plan indicating the extent of existing improvements that will be removed.
- c. Prepare a Site Plan (Horizontal Control Plan) indicating property lines, easements, setbacks, dimensions and horizontal locations of the building, walks, parking areas, driveways and landscape areas.
- d. Prepare typical street sections for the project.
- e. Prepare an Overlot Grading Plan indicating proposed and existing contours for lots and tracts and proposed grades at front and rear lot corners. Lot grading templates and notes will be included to detail specific requirements for the overlot grading.
- f. Prepare an Erosion and Sedimentation Control Plan and report indicating details for the initial, interim, and final construction stages of the project.
- g. Prepare a Stormwater Management Plan (SWMP).
- h. Prepare an Overall Utility Plan to indicate existing and proposed water mains, sanitary sewer mains, and storm sewers. This plan will show the water and sanitary sewer service line locations. Detailed construction information for the water main will be provided on the overall utility plan.
- i. Prepare plan and profile drawings for the proposed roadways, water mains (16-inch in diameter or larger), sanitary sewer, and storm sewer.

- j. Prepare a plan for the project's storm drainage detention and water quality basin(s). Details will be included for the pond outlet structure, emergency overflow spillways, and water quality features (forebays, micro-pools, etc.) where applicable.
- k. Prepare a signage and striping plan.
- l. Prepare project detail sheet(s).
- m. Respond to agency comments and assist CLIENT in obtaining construction document and report approvals.

II. Landscape Architecture

- a. Prepare a Final Landscape Construction Document as appropriate, for the landscape elements. It is anticipated that project drainage related plans will be generally complete before starting this item. All landscape will be xeric.
- b. Respond to agency comments and assist CLIENT in obtaining Final Landscape Construction Document approvals, if applicable.

III. Construction Management

- a. Prepare an earthwork estimate based on the approved Construction Documents (if available) using AGTEK earthwork software with considerations for topsoil, shrink-swell (if available from Geotechnical Consultant), cut-fill, sub-excavation, "hold down" to accommodate for utility spoils and paving sections, import-export, and project phasing.
- b. Prepare a quantity takeoff from the approved Construction Documents for the items being bid, typically including, site preparation, erosion control, earthwork, wet utilities, concrete and asphalt, landscape, irrigation and hardscape.
- c. Prepare an Opinion of Probable Construction Cost for the final designed improvements included in the quantity takeoff.

Construction Meetings, Administration, and On-Call Services

The following services will commence following the approval of engineering construction documents or general completion and acceptance of landscape and irrigation documents where provided herein, or at the time of project bidding, whichever occurs first. The following services are anticipated:

- I. Prepare, attend, and provide meeting follow-up with the CLIENT (Owner), government agencies, project team, contractor(s), and other interested parties.

- II. Provide site visits at appropriate intervals during the land development construction to answer contractor questions and assist with construction issues.
- III. Provide construction stage assistance to answer Requests for Information (RFI's), respond to material Submittals, provide shop drawing reviews, and provide design clarifications/interpretations.
- IV. Prepare a punchlist of the sitework items upon completion of the construction.

Pre-Construction Phase Services

I. Construction Management

The Pre-Construction Services Phase will generally commence following the approval of engineering construction documents, the general completion and acceptance of landscape and irrigation documents where provided herein, or at the time the CLIENT determines the documents are available and complete for bidding, whichever one occurs first. The following services are anticipated:

- a. Visit and walk the property to photograph and make note of existing improvements, access locations, topography, watercourses, project boundaries, and general site constraints.
- b. Review existing documents, surveys, due diligence reports, geotechnical reports, entitlement documents, Grading and Erosion Control Plans and approved Construction Documents (if available).
- c. Prepare a bid tabulation of quantities being bid.
- d. Prepare a Scope of Work with Special Provisions describing the construction project scope and the CLIENT expectations and schedule.
- e. Prepare Special Conditions, Project Specifications, Contractor Selection Criteria, Bidding Schedule, and Interview Criteria for inclusion within the CLIENT provided Contract Document template.
- f. Prepare Bid Documents for distribution to CLIENT and contractors.
- g. Manage and log bid questions from contractors during the bidding process.
- h. Manage and log addendums from contractors and the design team during the bidding process addressing construction plan revisions or clarifications.
- i. Review bids received and prepare a Bid Tabulation form.
- j. Prepare a Contract Schedule of Values based on the anticipated CLIENT awarded bid.

Construction Phase Services

I. Civil Engineering

- a. Prepare record drawings for roadway, sanitary sewer, potable water main, and storm sewer improvements. The record drawings will be prepared following receipt of record survey data from the CLIENT's contractor and/or the project construction surveyor. Record data may need to be collected during construction. It is the responsibility of the CLIENT, the project construction surveyor, and/or the contractor to collect the data in accordance with agency requirements and at the appropriate time, during or following construction.

Supporting Services

I. Subdivision Plat

- a. Prepare a subdivision plat indicating rights-of-way, lots, tracts, and easements to be sold or deeded within the boundaries of the project.
- b. Set final boundary monuments identified on the plat.
- c. Title work, legal documents, covenants, and submittal fees required for the plat shall be performed and/or supplied by the CLIENT.

II. Subdivision Minor Re-plat

- a. Prepare a subdivision plat to replat 2 lots into 4 lots.
- b. Set final boundary monuments identified on the plat.
- c. Title work, legal documents, covenants, and submittal fees required for the plat shall be performed and/or supplied by the CLIENT.

III. Legal Descriptions and Exhibits

- a. Prepare legal descriptions certified by a Colorado Licensed Professional Land Surveyor for the acquisition of temporary construction and permanent use easements and/or Rights-of-Way.

IV. Address Plat

- a. Prepare an address map for the project indicating street names and an address for each lot.

V. Traffic Impact Analysis

- a. Coordinate with City staff as necessary to ensure that their requirements are met.

- b. Review and summarize trip generation assumptions for this parcel that were used in the "master" traffic impact study finalized by URS in 2010.
- c. Estimate "new" trips for this site based on the current land use proposal using current ITE rates for the most applicable land use.
- d. Provide a comparison of the previously assumed general retail and currently proposed trip rates, if different. This analysis will confirm that the project will generate no additional traffic beyond what was previously assumed, and thus no new operational analyses are required beyond what was already completed for the "master" traffic study.
- e. Summarize all data, analyses and findings in a Traffic Conformance Letter.
- f. Respond to any City comments and revise memo, as needed.

Anticipated Work Order Budget: \$63,950.00 (not including services to be paid on an hourly basis)*

The anticipated work order budget represents an opinion of probable cost for purposes of establishing an approximate value of the overall project which will be refined and established as described in the selected form of contract.

*** The DISTRICT and REDLAND expressly acknowledge and agree that the Scope of Work includes work for both public improvements and private improvements and that the District's payment obligation under this Work Order is limited to costs related to public improvements as be determined by an independent engineer.**

Schedule for the Work / Limited Authorizations to Proceed:

LAP #	Date	Scope	Est. Amount	Est Completion Date
N/A	6/1/23	Design Development Phase: Civil Engineering	\$2,500.00	To Be Determined
		Construction Document Phase:		
		• Civil Engineering	\$25,000.00	
		• Landscape Architecture	\$2,500.00	
		• Construction Management	\$3,000.00	
		Construction Meetings, Administration & On-Call Services	Hourly	
		Pre-Construction Phase Services: Construction Management	\$10,000.00	
		Construction Phase Services: Civil Engineering	\$3,000.00	
		Supporting Services		
		• Subdivision Plat	\$7,500.00	
		• Subdivision Minor Re-Plat	\$4,500.00	
		• Legal Descriptions & Exhibits	\$950.00	
		• Address Plat	\$2,000.00	
		• Traffic Impact Analysis	\$3,000.00	

Other Project Terms/Notes:

LIMITATIONS

This Work Order is for design within the boundaries of the subject property, unless as otherwise noted and included herein. Should design be required outside the boundaries of the subject property, the associated services will be defined as additional services through a separate Work Order. The following items are specifically excluded from this Work Order:

1. Financial analysis or market viability study.
2. Architecture or architectural programming.
3. Project models or three-dimensional renderings.
4. Demolition Plans, Traffic Control Plans or Phasing Plans.
5. Underground Utility Potholing.
6. Material Testing or Geotechnical Engineering.
7. Construction Staking.
8. Irrigation Design.
9. Landscape and irrigation design or record drawings.
10. Site signage or monuments.
11. Foundation, underdrain, sub-drain, or curtain drain systems, unless as otherwise provided herein.
12. Pump design for underdrains or subsurface detention facilities.
13. Potable Water system demands, hydraulic modeling analysis, or system sizing, unless as otherwise provided herein.
14. Irrigation system demands, hydraulic modeling analysis, or system sizing, unless as otherwise provided herein.
15. Corrosion Protection Design.
16. Colorado Department of Public Health and Environment, Stormwater Discharge Associated with Construction Activities Permit application.
17. Traffic Impact Analysis or traffic signal design.
18. Structural design. REDLAND will identify the top and bottom of retaining walls, headwalls and wingwalls, and monuments on the construction documents provided

herein. REDLAND will coordinate with CLIENT's structural engineer for design requirements, if applicable.

19. Photometric analysis for site lighting and electrical design. Location of light poles will be shown on the construction documents.
20. Dry utility (gas, electric, phone, cable) design identifying size and capacity of proposed service lines. Size and capacity typically is supplied by the local utility service provider(s).
21. Environmental Site Assessment/Impact Studies; Floodplain analysis, delineation or Studies; Vegetation or Wildlife Assessment/Studies; Section 404 (Clean Water Act) Permitting, Air Pollution Emission Notice for Land Development.
22. Full-time construction observation services.
23. On-site construction management including construction means and methods, job site authority, job site safety, schedule, and project management.
24. Inspection Services.
25. Site Safety. Site safety shall be the responsibility of CLIENT and/or general contractor. **Directing contractor(s). Direction to the contractor(s) shall be given by CLIENT and any decisions affecting project cost or schedule shall be made by the CLIENT.**

Modifications to Agreement: None except as set forth in this Work Order.

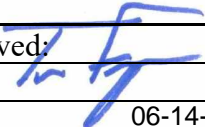
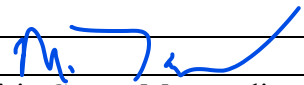
Approved: Mike Tamblyn		Approved: 	
By: 		By: 06-14-23	
Prairie Center Metropolitan District No. 3		Redland Consulting Group, Inc.	

EXHIBIT A
Topographic Survey Limits



**SERVICE AGREEMENT FOR
ASPHALT MILLING AND PAVING**

THIS SERVICE AGREEMENT FOR ASPHALT MILLING AND PAVING (“Agreement”) is entered into and effective as of the 14th day of April, 2023, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **ALLIANCE COMMERCIAL MAINTENANCE, INC.**, a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Work Product. "Work Product" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto with a total contract amount not to exceed \$180,179.77, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 3
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Alliance Commercial Maintenance Services, Inc.
1385 S. Huron Street
Denver, CO 80223
Phone: (720) 445-2833
Email: jcunningham@allicance-cms.com
Attn: James Cunningham

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT FOR ASPHALT MILLING AND PAVING]

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

Consultant:
ALLIANCE COMMERCIAL
MAINTENANCE SERVICES, INC.

By: [Signature]
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 24 day of April, 2023, by James Cunningham as President of Alliance Commercial Maintenance Services

Witness my hand and official seal.

My commission expires: 10/13/2026

[Signature]
Notary Public

MELANEE DAWN RITTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224039794
MY COMMISSION EXPIRES 10/13/2026

District:
PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3

By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: 03/11/2026

[Signature]
Notary Public

KATERYNA PERRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224009981
MY COMMISSION EXPIRES 03/11/2026

EXHIBIT A SCOPE OF SERVICES

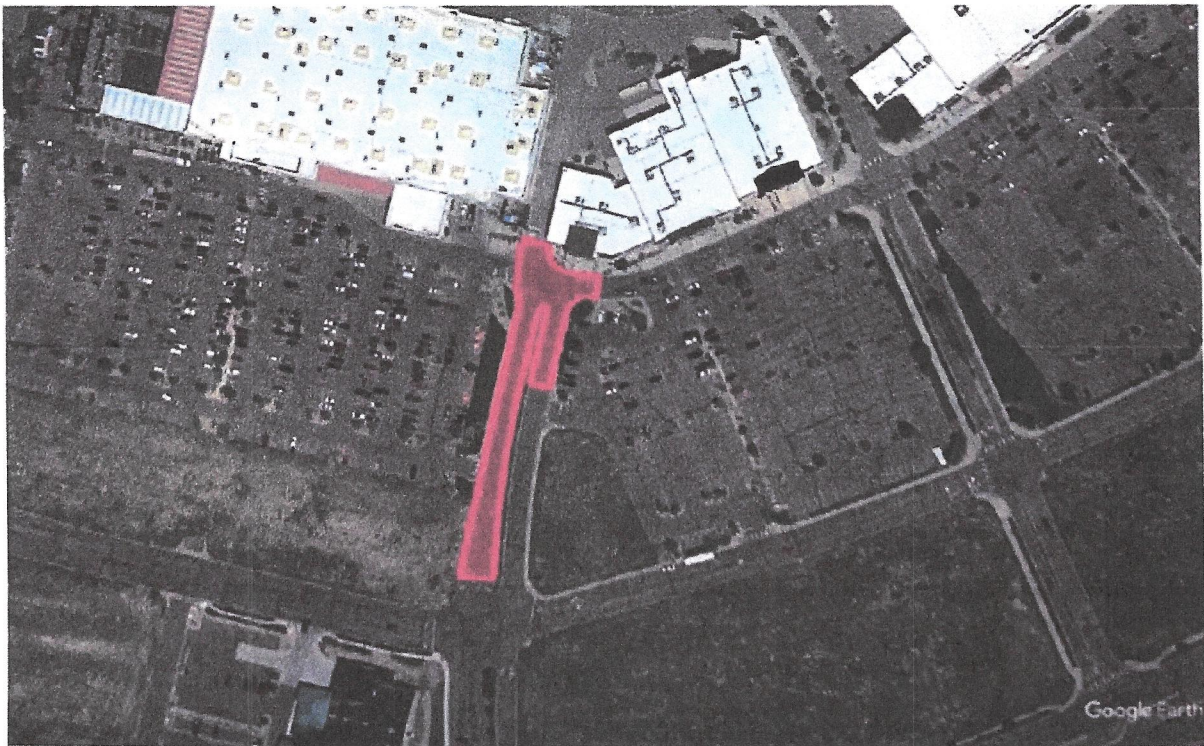
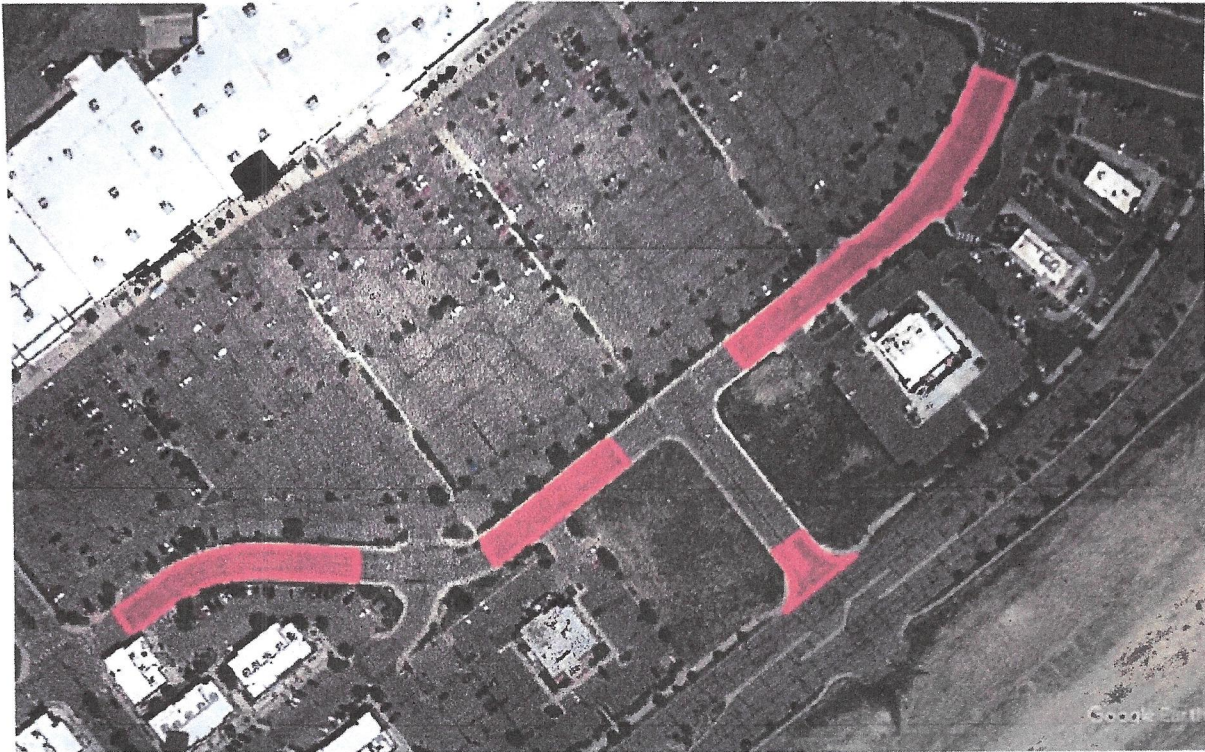
Approximately (82,804) square feet. Milling of estimated amount of asphalt (approximately 2") includes removal of 2" of asphalt, hauling material off site, and broom clean-up. Includes (1) mobilization/phases with additional phasing to be charged at District's expense. Asphalt Overlay (2" depth) includes cleaning existing asphalt thoroughly and apply CSS-IH tack coat to ensure bonding. Haul, place and compact total estimated amount of new hot Grade SX asphalt with 20% RAP. Includes one (1) phase with additional phasing to be charged at District's expense. *Includes (90) tons of 3/4" asphalt used for full depth asphalt repairs.*

The map attached on page A-3 depicts the areas in which the Services are to be performed.

Additional terms and conditions:

1. The Consultant shall guarantee all work guaranteed for a period of one year.
2. The Consultant shall furnish the District appropriate waivers of lien, or releases, for all work performed or materials provided at the time payment is due, as requested by the District.
3. The Consultant agrees to remove all debris and leave the premises in "broom-clean" condition.
4. The Consultant shall warrant all workmanship and materials for a period of 365 days after completion of work. The Consultant warrants and guarantees the quality of materials and workmanship for 365 days in each job type from the date of installation of the materials. Any such area determined to fall within the warranty parameters will be repaired according to industry standards. The repair will be patched and will be visible. This includes "pot holes" that may form as a result of subgrade compaction only, asphalt cracking larger than ½ inch in width both of which will be investigated to determine if the cause is as a result of subgrade compaction that occurred during installation. Excluded from this warranty are tire marks on newly paved commercial parking lots.
5. All warranties subject to the following conditions:
 - a. Warranties do not cover damage caused by impact or exposure to/from any foreign substance or other mistreatment of paved surface such as but not limited to: motorcycle stands, dumpsters, jacks, kick stands and even things like lawn chairs. Oil or gas spills that damage asphalt not covered under any warranty. Acts of nature that can cause damage to the pavement are as follows and these will not be covered under this warranty: ground movement, drought or compaction of the earth's soils, root systems of surrounding landscapes, (this includes all vegetation) oxidation through ultraviolet rays, and ground water under pavement causing undue moisture of pavement base.
 - b. All warranties shall be void if base work was completed by another company.

- c. Parking line striping carries a 90 day limited warranty. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks, weather related damage (rain, wind, etc.) & people or animals walking across wet asphalt.
6. Excluded from the Services to be provided by the Consultant are engineering permits, testing, inspection fees, surveying, staking, adjustment to water valves, and manhole covers, pavement markings, landscape repair, traffic control, and sub-grade preparation unless otherwise specified in the contract.



**EXHIBIT B
COMPENSATION**

For the Services described on Exhibit A, the Consultant shall be paid: **\$180,179.77.**

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s): Prairie Center Metropolitan District No. 3
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Consultant	_____

RECORDING INFORMATION ABOVE

GRANT OF EASEMENT

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado, (“**Grantor**”) (whether one or more), whose address is 141 Union Blvd., Suite 150, Lakewood, Colorado 80228 in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., a Colorado cooperative association (“**Grantee**”), whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual, non-exclusive easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Adams, State of Colorado to-wit (the “**Easement Area**”):

Easement description as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Those facilities will be underground and/or at grade (as specified below) and may include, but shall not be limited to, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith. At grade equipment applies to transformers, switch gear and other facilities that cannot be installed underground.

Grantee shall have the right of ingress and egress over and across the lands of the Grantor immediately abutting the Easement Area as reasonably necessary during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the Easement Area in connection with the rights granted hereunder. Grantee shall have the right to clear and keep clear all trees and obstructions within the Easement Area as may be necessary in connection with Grantee’s use and enjoyment of the rights granted hereunder.

Grantor reserves the right to occupy, use, and landscape the Easement Area for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or unreasonably interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not install, or permit the installation of, any buildings, permanent structures, trees or shrubs over, under, or across the Easement Area without the prior written approval of Grantee, which approval will not be unreasonably withheld, conditioned or delayed provided however, Grantor may construct and install hardscaping, landscaping (except trees and shrubs), irrigation improvements and light poles within the Easement Area. Grantor reserves the right to grant additional non-exclusive easements or other interests in the Easement Area as may be deemed necessary or

desirable by Grantor, including, without limitation, utility easements, provided that such grants are not inconsistent and do not unreasonably interfere with Grantee's rights hereunder.

Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees (collectively, "**Permittees**").

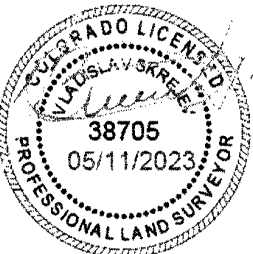

To the extent not legally attributable to the willful misconduct or negligence of Grantor, Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, partners, managers, members, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, damage, liability, loss and expense whatsoever, including without limitation, reasonable attorneys' fees and costs, which may be imposed on or incurred by any Indemnified Parties, arising by reason of any inquiry to any persons (including without limitation, death and bodily harm), damage to any property, or breach of any governmental regulation, statute or ordinance, resulting or arising from the use of the Easement Area by Grantee or its Permittees or Grantee's or its Permittees' exercise of the rights granted hereunder.

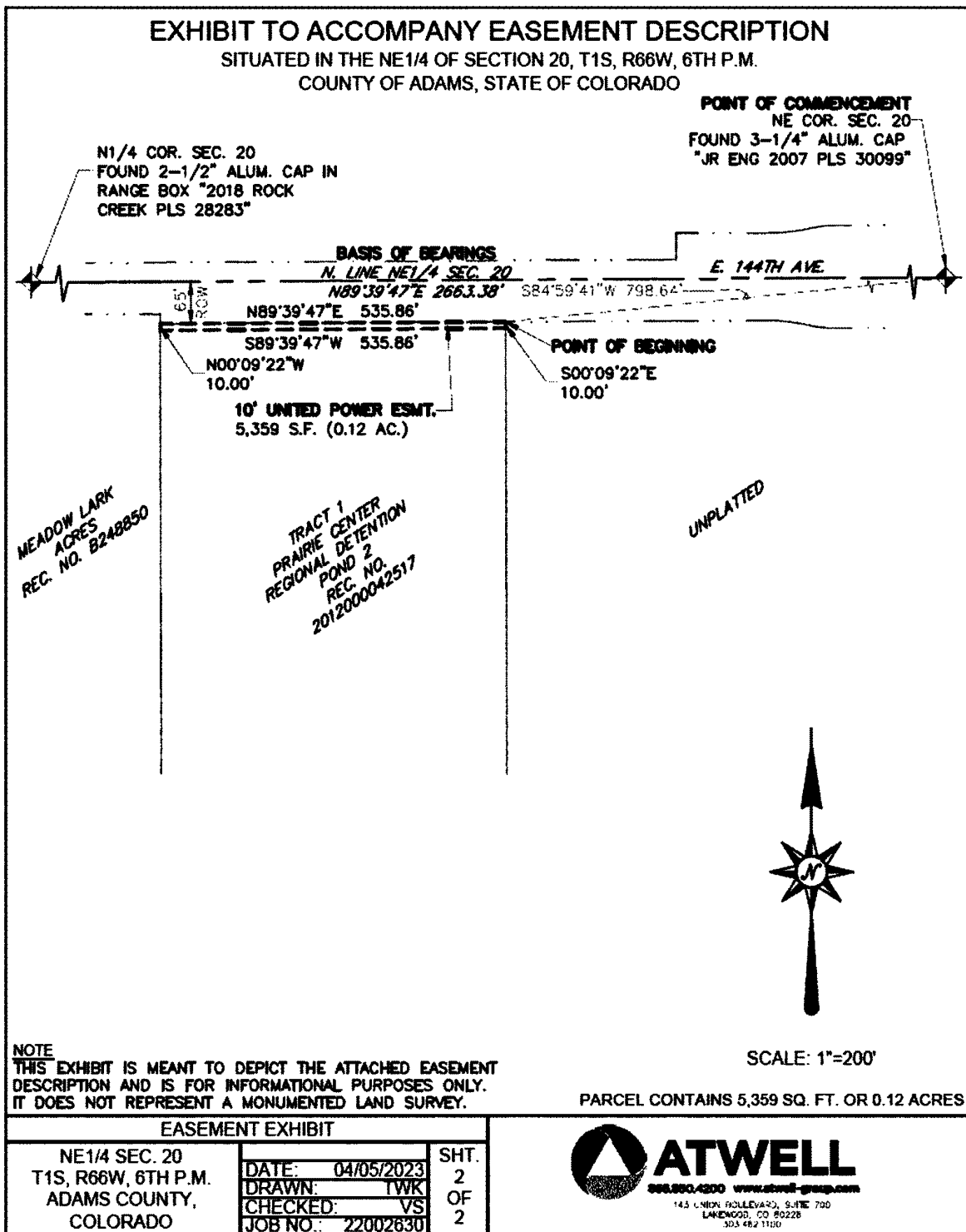
The venue for any dispute arising from this Grant of Easement shall be in the courts of Adams County, Colorado. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

[Signature pages follow.]

Exhibit A
Description and Depiction of Easement Area

<p>EASEMENT DESCRIPTION</p> <p>SITUATED IN THE NE 1/4 OF SECTION 20, T1S, R66W, 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO</p> <p>A 10 FOOT WIDE EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT 1, PRAIRIE CENTER REGIONAL DETENTION POND 2, RECORDED AT RECEPTION NO. 2012000042517, ADAMS COUNTY RECORDS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p> <p>BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION 20 BY A 2-1/2" ALUMINUM CAP IN RANGE BOX STAMPED "2018 ROCK CREEK PLS 28283" AND AT THE NORTHEAST CORNER OF SAID SECTION 20 BY A 3-1/4" ALUMINUM CAP STAMPED "JR ENG 2007 PLS 30099". SAID NORTH LINE BEARS NORTH 89°39'47" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20;</p> <p>THENCE SOUTH 84°59'41" WEST 798.64 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF E. 144TH AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 1, PRAIRIE CENTER REGIONAL DETENTIN POND 2, SAID POINT BEING THE POINT OF BEGINNING;</p> <p>THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID TRACT 1 SOUTH 00°09'22" EAST 10.00 FEET;</p> <p>THENCE DEPARTING SAID EAST LINE AND ALONG A LINE 10.00 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID TRACT 1 SOUTH 89°39'47" WEST 535.86 FEET TO THE WEST LINE OF SAID TRACT 1;</p> <p>THENCE ALONG SAID WEST LINE NORTH 00°09'22" WEST 10.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF 144TH AVENUE AND THE NORTH LINE OF SAID TRACT 1;</p> <p>THENCE DEPARTING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID TRACT OF LAND NORTH 89°39'47" EAST 535.86 FEET TO THE POINT OF BEGINNING;</p> <p>SAID EASEMENT CONTAINS 5,359 SQUARE FEET, OR 0.12 ACRES, MORE OR LESS.</p> <p>I, VLADISLAV SKREJEV, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.</p>							
 <p>VLADISLAV SKREJEV, PLS COLORADO REG. NO. 38705 FOR AND ON BEHALF OF ATWELL, LLC</p>	<p>NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.</p>						
<p>EASEMENT EXHIBIT</p>							
<p>NE 1/4 SEC. 20 T1S, R66W, 6TH P.M. ADAMS COUNTY, COLORADO</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">DATE: 04/06/2023</td> <td rowspan="4" style="text-align: center; vertical-align: middle; padding: 2px;">SHT. 1 OF 2</td> </tr> <tr> <td style="padding: 2px;">DRAWN: TWK</td> </tr> <tr> <td style="padding: 2px;">CHECKED: VS</td> </tr> <tr> <td style="padding: 2px;">JOB NO.: 22002630</td> </tr> </table>	DATE: 04/06/2023	SHT. 1 OF 2	DRAWN: TWK	CHECKED: VS	JOB NO.: 22002630	 <p>ATWELL 866.850.4200 www.atwell-group.com <small>142 UNION BOULEVARD, SUITE 200 LAKEWOOD, CO 80228 303.462.1100</small></p>
DATE: 04/06/2023	SHT. 1 OF 2						
DRAWN: TWK							
CHECKED: VS							
JOB NO.: 22002630							



RESOLUTION NO. 2023-08-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**

RESOLUTION FOR INCLUSION OF REAL PROPERTY

A. THF Prairie Center Development, L.L.C., a Colorado limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the Prairie Center Metropolitan District No. 3 (the “**District**”) for the inclusion into the District’s boundaries of the real property hereinafter described (“**Property**”).

B. Public Notice has been published in accordance with law, calling for a public hearing on the request for approval of said Petition.

C. The statutory requirements of Section 32-1-401(1)(a), C.R.S., for submission of a petition for inclusion to the Board of Directors of the District (“**Board**”), including a legal description of the Property, a statement that assent to the inclusion of the Property was obtained by the 100% fee owner thereof and acknowledgment in the same manner as required for conveyances of land, were presented to and have been satisfied and approved by the Board.

D. The District may consider the enlargement or extension of its facilities in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

E. The District is capable of serving the Property with facilities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3, CITY OF BRIGHTON, ADAMS COUNTY, COLORADO:

1. That the Board of Directors of the District shall and hereby does order the inclusion of the Property described herein within the boundaries of the District.

2. The name and address of the Petitioner and the legal description of the Property are as follows:

Petitioner: THF Prairie Center Development, L.L.C., a
Colorado limited liability company

Address of Petitioner: 211 North Stadium Blvd., Suite 201
Columbia, MO 65203

Legal Description of the Property: Approximately 2.266 acres of land legally described on **Exhibit A**, attached hereto and incorporated herein by this reference.

3. That approval of this inclusion is further subject to the following:

(a) On and after the effective date of this inclusion (which shall be the date of recording of the Court Order approving the inclusion by the Clerk and Recorder of Adams County, Colorado, unless otherwise specified in the Court Order), the Property shall be subject to the rules and regulations of the District, and the payment of any and all taxes, fees, rates and charges of the District.

RESOLUTION APPROVED AND ADOPTED on August 2, 2023.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

By: _____
President

Attest:

Secretary

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF PARCEL 2, ORDER OF INCLUSION PRAIRIE CENTER METROPOLITAN DISTRICT 4 RECORDED UNDER RECEPTION NO. 20060001013006 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, BOTH IN TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°27'28" EAST.

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 21;

THENCE SOUTH 48°06'18" WEST, A DISTANCE OF 2990.08 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°34'23" WEST, A DISTANCE OF 415.19 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL 2 AND THE EASTERLY RIGHT-OF-WAY OF BUCKLEY ROAD RECORDED UNDER RECEPTION NO. 20041207001241230 IN SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,113.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°28'32" EAST;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°22'51", AN ARC LENGTH OF 46.25 FEET;
2. NORTH 13°54'19" EAST, A DISTANCE OF 219.32 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, NORTH 89°34'23" EAST, A DISTANCE OF 350.38 FEET;

THENCE SOUTH 00°25'37" EAST, A DISTANCE OF 257.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.266 ACRES, (98,691 SQUARE FEET), MORE OR LESS.

Inclusion of 2.266 acres into Prairie Center MD No. 3

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-08-01, Resolution of the Board of Directors of Prairie Center Metropolitan District No. 3, Resolution for Inclusion of Real Property.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

Date: August 2, 2023

By: _____
Secretary

**MASTER SERVICE AGREEMENT FOR
STORMWATER COMPLIANCE**

THIS **MASTER SERVICE AGREEMENT FOR STORMWATER COMPLIANCE** (“**Agreement**”) is entered into and effective as of August 2, 2023, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ENSOLUM, LLC**, a Texas limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Work Order (“**Work Order**”) and, if applicable, one or more Limited Authorizations to Proceed (“**LAP**”), as more particularly described herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement, a Work Order and/or LAP, or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

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

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

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

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. WORK ORDERS AND LAPS; COMPENSATION

2.1 Work Orders and LAPS. The Services to be provided hereunder shall be performed for specific projects (each, a "**Project**") pursuant to a separate Work Order describing each Project scope and components and, if applicable, one or more separate LAPS, which supplement the Work Order. The Projects, Work Orders and LAPS shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein. A form of Work Order is set forth on Exhibit C, attached hereto and incorporated herein, and a form of LAP is set forth on Exhibit D, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in each Work Order or, if applicable, LAP, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit E ("**Change Order**").

2.3 Monthly Invoices and Payments. Unless the Work Order or LAP provides differently, the Consultant shall submit to the District a monthly invoice, in a form acceptable to the District for Services performed. Invoices shall be submitted and paid no more frequently than once a month.

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Work Orders and any LAPS. Extensions of this Agreement, any Work Order or any LAP must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

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

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

V. MISCELLANEOUS

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

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

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

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

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this

Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

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

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

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

To District: Prairie Center Metropolitan District No. 3
141 Union Boulevard, #150
Lakewood, Colorado 80228
Phone: (303) 987-0835
Email: pripko@sdmsi.com
Attn: Peggy Ripko

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

To Consultant: Ensolum, LLc
11049 W. 44th Avenue
Wheat Ridge, Colorado 80033
Phone: (970) 509-0947
Email: tlyon@ensolum.com
Attn: Tanna Lyon

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
ENSOLUM, LLC

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

General Description of Services

Stormwater and erosion control compliance services as more specifically described in Work Orders in form substantially as attached to this Agreement as **Exhibit C**.

EXHIBIT B

Work Order and LAP Process

A. General. The Consultant shall perform the Services under this Agreement only upon a written Work Order and, if applicable, LAP(s) for a specific Project, executed by both the District and the Consultant, in form substantially as provided in Exhibit C and Exhibit D, respectively, attached hereto and incorporated herein by this reference. Execution of the Agreement shall not be construed as authorizing payment by the District for any portion of a specific Project; such authorization will be approved and evidenced by the District's approval and execution of each Work Order or, if applicable, LAP. For the purposes of this Agreement, the term "**Services**" shall mean all services to be performed by the Consultant for all Projects pursuant to all Work Orders and any related LAPs issued pursuant to the procedures set forth in this Exhibit B.

B. Work Order and LAP Request.

a. The Consultant shall initiate a proposed Work Order and submit it to the District for approval, if applicable, a LAP or LAPs for the Project components. A Work Order request shall describe the Project for which the Services are to be performed pursuant to such Work Order, set forth any provisions that differ from those set forth in the Agreement, set for the applicable scope of Services for the Work Order and anticipated budget therefor and, if applicable, describe anticipated LAP components associated with the Project, and set forth milestones for key elements of such work and establishing the deliverables to be produced by the Consultant. The District may, in its own discretion, complete or cause to be performed independent studies, analyses or evaluations of any work specified therein.

b. If required by the Work Order, the Consultant shall initiate each proposed LAP in connection with an approved or pending Work Order and submit it to the District for approval. Each LAP shall set forth additional detail concerning the scope of the Project component being authorized and will include, except as otherwise agreed upon, a do not exceed amount. Each LAP shall be performed for the compensation as set forth in the LAP. Any amounts in excess of the do not exceed amount specified in the LAP shall only be authorized by the District's approval of a Change Order to the LAP in the form attached hereto as Exhibit F attached hereto or a subsequent LAP associated with the Project.

C. Negotiation Regarding Work Order. The District will review each proposed Work Order and, as applicable, LAP submitted by the Consultant and shall have the right to approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on a Work Order or LAP, the District may reject the Work Order or LAP in whole or in part, and perform the Services for that Project itself or engage others to perform the Services for that Project.

D. Issuance of Work Order, LAP and Compensation. District approval of a proposed Work Order or LAP or, after negotiation, a revised Work Order or LAP, will be evidenced by the District's execution of the same. The Consultant shall not commence work on any portion of any Project prior to the receipt of a fully executed Work Order and, if applicable, LAP for such work. The Consultant agrees that it shall not be compensated for any amounts in excess of what

is approved in a Work Order or LAP unless set forth in an executed Change Order in form substantially as shown on **Exhibit F** attached hereto and incorporated herein by this reference or incorporated into a subsequent approved LAP for the Project.

Term of Work Order and LAP. Each Work Order shall remain in effect until the earlier to occur of: (1) completion of the Project; (2) termination of the Work Order; or (3) termination of the Agreement. Each LAP shall remain in effect until the earlier to occur of: (1) completion of the Project component authorized by the LAP; (2) termination of the LAP; or (3) termination of the Agreement.

EXHIBIT C

Form of Work Order

**WORK ORDER
MASTER SERVICE AGREEMENT FOR
STORMWATER COMPLIANCE**

Work Order No: _____		Date of District Approval: _____		
<p>This Work Order is executed pursuant to the Master Service Agreement for Stormwater Compliance, effective as of August 2, 2023, between Prairie Center Metropolitan District No. 3 (the “District”) and Ensolum, LLC (the “Consultant”) (the “Agreement”). This document incorporates the terms and conditions of the Agreement as noted, implemented, amended and supplemented below.</p>				
Description of Project and Project Components: _____				
Anticipated Work Order Budget: \$ _____ <p>The anticipated Work Order budget represents an opinion of probable costs for purposes of establishing an approximate value of the overall Project, which will be refined and established as described in the elected form of contract. Approval of this Work Order does not authorize payment of the anticipated work budget by the District. A LAP shall be used as the instrument for authorizing the expenditure of funds.</p>				
Schedule for the Work/Limited Authorizations to Proceed:				
<u>LAP #</u>	<u>Date</u>	<u>Scope</u>	<u>Est. Amount</u>	<u>Est. Completion Date</u>
001			\$	
002				
003				
Other Project Terms/Notes: _____				
Modifications to Agreement: _____				

Approved		Approved:	
By:		By:	
	Prairie Center Metropolitan District No. 3		Ensolum, LLC

EXHIBIT D

Form of Limited Authorization to Proceed

**LIMITED AUTHORIZATION TO PROCEED
MASTER SERVICE AGREEMENT FOR
STORMWATER COMPLIANCE**

WORK ORDER NO: _____ **for** _____

LAP No.: _____	Date of District Approval: _____
-----------------------	---

General Description of Project component(s) for this LAP: _____

Scope of Services for this LAP: _____

Communications Protocol/Work Documentation Protocol: _____
--

Term: _____

Compensation for this LAP: _____
--

Approved:	Approved:
By: _____	By: _____
Prairie Center Metropolitan District No. 3	Ensolum, LLC

EXHIBIT E

Form of Change Order

**CHANGE ORDER FOR
MASTER SERVICE AGREEMENT FOR
STORMWATER COMPLIANCE**

Change Order No: _____	Date Issued: _____
Work Order No: _____	Date of Work Order: _____
LAP No: _____	Date of LAP: _____

Change in Scope of Services: _____
--

Change in Work Order Anticipated Budget or LAP Compensation:	Change in Term of Work Order/LAP:
Original Compensation: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Compensation with all Approved Change Orders: \$ _____	Term with all Approved Change Orders:

Approved:
By: _____
District

Approved:
By: _____
Consultant

**WORK ORDER
MASTER SERVICE AGREEMENT FOR
STORMWATER COMPLIANCE**

Work Order No: 1	Date of District Approval: August 2, 2023
<p>This Work Order is executed pursuant to the Master Service Agreement for Stormwater Compliance, effective as of August 2, 2023, between Prairie Center Metropolitan District No. 3 (the “District”) and Ensolum, LLC (the “Consultant” or “Ensolum”) (the “Agreement”). This document incorporates the terms and conditions of the Agreement as noted, implemented, amended and supplemented below.</p>	
<p>Description of Project and Project Components:</p> <p>Provide construction stormwater and erosion control compliance services to the Prairie Center Metropolitan District No. 3 (the “District” or “Prairie Center”) for the land development of Prairie Center Phase 2 in the City of Brighton in Adams County, Colorado (“City”). The scope of work includes the following stormwater compliance tasks: preparing, modifying, and updating the Stormwater Management Plan (“SWMP”); assist in acquiring local/state stormwater discharge permits; conducting stormwater inspections, coordinating corrective actions; and installation, maintenance, and removal of erosion and sediment control measures (“CMs”). The Colorado Department of Public Health and Environment (“CDPHE”) and the City are the regulatory and permitting authorities for construction stormwater discharge permit compliance.</p> <p>SCOPE OF SERVICES</p> <p>Based on the available information:</p> <ul style="list-style-type: none">• Ensolum will assist in obtaining relevant State and local stormwater discharge permits.• Ensolum will compile a SWMP for the site. This includes a vegetation assessment that is required by the CDPHE to be an appendix.• Ensolum will complete stormwater inspections that will be conducted at intervals not to exceed the minimum schedule, or as required following storm events that occur randomly throughout the year.• Ensolum will assist in SWMP updates, permit administration and meetings and coordination. <p>TASK 1 – STORMWATER PERMIT APPLICATION PREPARTION</p> <p>Ensolum will prepare the CDPHE and City of Brighton permit applications. The CDPHE permit will be prepared in the Colorado Environmental Online System (“CEOS”). The application will then be forwarded to the District for signature and submittal.</p>	

TASK 2 – STORMWATER MANAGEMENT PLAN (SWMP)

Ensolum will prepare the SWMP in accordance with the CDPHE permit. The SWMP will include, but is not limited to, site activity descriptions, potential stormwater pollutants, receiving water bodies, sediment and erosion CMs, inspection procedures, employee training, and record-keeping management. Drainage analysis and permanent improvements are not included in this scope of work. Ensolum will provide the SWMP to the District for use on the project; the SWMP will require updates by the stormwater administrator/qualified stormwater manager once construction begins and as the project progresses.

TASK 3 – SITE INSPECTIONS

The District authorizes Ensolum to initiate and conduct routine and post-storm event inspections as required to comply with state and local permits. Ensolum will conduct required routine and post-storm event inspections in accordance with the current CDPHE and City regulations. Each inspection will be documented via a site-specific inspection report, which will record the date and location of the inspection, name and title of the inspector, location of discharges from the site (if any), percentage of vegetative cover (if applicable), receiving bodies of water, type of inspection (14-day, monthly, or storm event), descriptions of necessary corrective actions, and locations of installed CMs, CMs that require maintenance, failed CMs, and additional CMs needed but not installed. Site maps will be updated and maintained during the inspections, as applicable.

Ensolum will prepare and maintain all inspection reports using ComplianceWise, a web-based application. Inspection reports will be provided to the District on a per-inspection basis, typically the same day as the inspection but no later than the day following the inspection. Inspection documents will be provided electronically via electronic mail, per the District's requested distribution list. Blank spaces will be provided on the inspection forms for the Ensolum personnel to fill in the corrective action dates once the work has been completed. Ensolum will print, file and maintain the inspection reports on site with the SWMP, as required by the state/city permits.

TASK 4 – SWMP UPDATES, PERMIT ADMINISTRATION AND MEETINGS / COORDINATION

Ensolum will amend the SWMP as required to keep current with changes that occur in site conditions, construction phasing/operations, or stormwater management procedures. These amendments may include revisions to the SWMP narrative and drawings reflecting newly implemented CMs, a change to the construction phasing, or additional stormwater management parameters for new site construction operations. Minor "redline" updates, such as the removal of silt fence from a particular location, are included in the price of the inspections. As requested by the District, Ensolum will prepare for and attend weekly construction meetings (and other scheduled meetings) with the District, subcontractors, jurisdictional personnel, and other associated parties pertaining to the modification, interpretation, coordination, recommendations, processing, and implementation of the SWMP and associated documents.

CDPS and/or City permit administrative tasks may include, but not be limited to, any of the following items: completion of CDPS permit transfer/reassignment forms, notice of final stabilization and permit inactivation, permitting area map updates reflecting ownership changes, notice of amendment of permit coverage, and posting signs containing contact information. Ensolum will advise the District as the administrative items become necessary and receive approval from the District prior to conducting the tasks.

Additional services below are available but not provided within this scope:

- Corrective action and control measure installation, maintenance and removals. Ensolum has service agreements with multiple subcontractors allowing Ensolum to direct necessary corrective actions without concern of delay due to contractor availability.
- Dewatering permits required by State and local agencies.
- Dewatering sampling and reporting.

Anticipated Work Order Budget: See estimate of costs below.*

The anticipated work order budget represents an opinion of probable cost for purposes of establishing an approximate value of the overall project which will be refined and established as described in the selected form of contract.

*** Ensolum expressly acknowledges and agrees that (i) the Scope of Work includes work for both public improvements and private improvements and (ii) the District’s payment obligation under this Work Order No. 1 is limited to costs related to public improvements as be determined by an independent engineer.**

Schedule for the Work/Limited Authorizations to Proceed:

<u>LAP #</u>	<u>Date</u>	<u>Scope</u>	<u>Est. Amount</u>	<u>Est. Completion Date</u>
N/A	TBD	Task 1 – Stormwater Application Prepration	\$500.00	TBD
		Task 2 – Stormwater Management Plan (SWMP)	\$4,300.00	
		Task 3 – Site Inspections	\$290.00 per inspection	
		Task 4 – SWMP updates (significant edits), permit administration and meetings/coordination. Average costs per month are \$200-\$400. Costs could be higher with the City of Brighton inspection notices.	T&M (See 2023 Standard Rates, attached hereto as Appendix A)	

Other Project Terms/Notes:

By execution of this Work Order No. 1, the District authorizes Ensolum to provide the Services described herein without Limited Authorizations to Proceed.

Modifications to Agreement:			
None except as expressly set forth herein.			
Approved		Approved:	
By:		By:	
	Prairie Center Metropolitan District No. 3		Ensolum, LLC

Appendix A

2023 Standard Rates

Staff Classification	Hourly Rate
Principal/Program Director	\$225
Senior Managing Engineer/Geologist	\$180
Senior Project Manager/ Senior Engineer/ Scientist/Geologist	\$165
Certified Industrial Hygienist	\$160
Project Manager	\$151
Project Engineer/ Scientist/Geologist	\$136
Staff Engineer/ Scientist/Geologist	\$96
Construction Manager	\$115
Construction Coordinator	\$103
Senior Technician	\$93
Technician	\$83
GIS/CAD/Drafting	\$80
Administrator	\$70

Equipment	Unit	Rate
Environmental/Industrial Hygiene Truck and Tools	Day	\$235.00
Mileage and per diem*	Mile	IRS Allowable
PID/FID	Day	\$120.00
Trimble GeoXT or R1 GPS	Day	\$60.00
Water Quality Meter/YSI	Day	\$170.00
Temp/pH/Conductivity Meter	Day	\$35.00
Portable Core Drill	Day	\$350.00
Bladder Pump & Compressor	Day	\$280.00
Oil-Water Interface Probe	Day	\$75.00
Chloride Test Strip and Filters	Per	\$7.00
Soil/Sediment/Groundwater/Surface Water Sample Kit**	Day	\$35.00
Hand Auger	Day	\$25.00
PetroFLAG	Day	\$50.00
Bailer	Per	\$10.00
Survey Equipment	Day	\$25.00
Well Locks	Per	\$15.00
Passive 4-Gas Meter	Per	\$25.00
Multi-Gas Meter	Day	\$120.00
Peristaltic Pump	Day	\$70.00
Submersible Pump with Controller	Day	\$125.00
Aerial Drone	Day	\$150.00
FLIR Camera	Day	\$135.00
Hydrocarbon Absorbent Socks	Per	\$25.00
X-Stick/Metal Detector	Day	\$25.00

NOTES:

- **SUBCONTRACTORS:** In providing services to Client, Ensolum, LLC may utilize subcontractors to provide drilling, laboratory, construction, demolition, or other specialty services if so approved by Client in accordance with Ensolum's written proposal for services. Subcontractor charges will be invoiced to Client at actual cost plus a (10.0%) markup.

- **OTHER DIRECT COSTS:** Other Direct Costs (ODCs) are all costs, external or internal, incurred by Ensolum which are directly attributable to the performance of Services. External ODCs include goods or services purchased from outside parties by Ensolum on behalf of Client which may include, among other things, equipment, and materials.

- No mark-up will be added to entertainment, travel or miscellaneous expenses, which also includes pass-through costs which may include, but not be limited to taxes, utilities, courier fees, shipping, freight, or delivery.

- If Ensolum owned equipment is not available, the costs for rental will be direct billed at actual costs plus markup.

*Per diem and mileage will apply when mileage exceeds 100 miles or more from the respective Ensolum office. The U.S. General Services Administration (GSA) Continental United States (CONUS) per diem rates will be utilized for per diem amounts. There will be no fuel surcharges.

**Sample kits will be charged per day when sampling is conducted and include sampling materials such as decontamination solution and materials, ziplock bags, paper towels, trowels, shovels, ice, coolers, and spray bottles.

**FIRST AMENDMENT TO
MASTER SERVICE AGREEMENT FOR
SURVEYING SERVICES**

THIS FIRST AMENDMENT TO MASTER SERVICE AGREEMENT FOR SURVEYING SERVICES (“Amendment”) is entered into as of August 2, 2023, and effective as of January 1, 2023 (the “**Effective Date**”), by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **AZTEC CONSULTANTS, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District and Consultant entered into that certain Master Service Agreement for Surveying Services dated as of January 1, 2018 (“**Agreement**”).

B. The Parties desire to amend the Agreement as set forth herein.

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

I. COVENANTS AND AGREEMENTS

1. All capitalized terms which are not defined herein shall have the same meaning as set forth in the Agreement.

2. The Fee Schedule/Contract Price set forth on Exhibit D of the Agreement is hereby deleted in its entirety and replaced with the Fee Schedule/Contract Price attached hereto.

3. The Agreement is further amended to delete in its entirety Exhibit E, Certification Of Consultant.

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

5. Except as modified by this Amendment and any Task Orders issued thereunder as of the Effective Date, the Agreement is unmodified, and is hereby ratified, affirmed and shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment shall govern and control.

6. This Amendment shall be governed and construed in accordance with the laws of the State of Colorado.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO
MASTER SERVICE AGREEMENT FOR SURVEYING SERVICES]**

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

Consultant:
AZTEC CONSULTANTS, INC., a Colorado
corporation

By: _____
Its: _____

District:
**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

Attest:

Secretary or Assistant Secretary

By: _____
Michael Tamblyn, President

EXHIBIT D

Fee Schedule/Contract Price

Effective as of January 1, 2023

Compensation under this Agreement shall be based on the Fee Schedule below and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

CHARGE RATE SCHEDULE – 2023

OFFICE SURVEY:	Principal	\$140.00/hour
	Manager, PLS	\$130.00/hour
	Project Surveyor	\$120.00/hour
	Survey Technician	\$110.00/hour
	Administrative Technician	\$65.00/hour
	Expert Witness	\$140.00/hour

FIELD SURVEY:	Survey Crew	\$180.00/hour
----------------------	-------------	---------------

GIS SERVICES:	Coordinator	\$130.00/hour
	Associate	\$120.00/hour
	Technician	\$110.00/hour

SERVICES AND EXPENSES:

Legal Descriptions & Exhibits	\$800
Sub Consultants	Cost + 15%
Delivery (Mail, FEDEX, Courier)	Cost + 15%
Reproductions	Cost + 15%
Per Diem (per person/ per day)	\$250.00
Mileage - Outside local area	\$0.56/mile

NOTICE OF AWARD

Brighton, Colorado
Date: July 21st, 2023

TO: RCD Construction, Inc.

PROJECT: Prairie Center Retail 2 Roads, Utilities and Off-site Drainage

The Owner, having duly considered the Bid Form submitted on July 6th, 2023, for the Work covered by the Contract Documents titled "Prairie Center Retail 2 – Roads, Utilities and Off-site Drainage" in the amount of Nine Hundred Seventy Four Thousand Nine Hundred Fifty Four Dollars and Fifty Three Cents (\$974,954.53) along with Alternate Force Account Items in the amount of Sixty Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$68,250.00), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

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

Prairie Center
Metropolitan District No. 3

By: _____
Title: _____



720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

**Exhibit A
Prairie Center Retail 2**

Bid Schedule - June 2023

Redland Construction Plans

BID SUMMARY

DESCRIPTION	TOTAL COST
Bid Schedule A - Developer	\$ 176,097.98
Bid Schedule B - District	\$ 798,856.55
TOTAL	\$ <u>974,954.53</u>
Force Account Items	\$ 68,250.00

BID WRITTEN

NINE HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY

IN WORDS: FOUR DOLLARS AND FIFTY THREE CENTS

Contractor Name: RCD CONSTRUCTION INC.

Address: 1803 1ST AVE GREELEY CO 80631

Phone: 9707561150

Exhibit A
Prairie Center
Retail 2 Project
Developer Improvements
Bid Schedule A

Redland Construction Plans

****A Red Cell Indicates an Item Updated by Redland After the Bid Date, Prior to Notice of Award****

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE*	COST	Contractor Discrepancy Quantity
Erosion Control						
	Silt Fence	LF	352	\$ 3.00	\$ 1,056.00	
	Sediment Control Log	LF	1,316	\$ 3.00	\$ 3,948.00	
	Inlet Protection	EA	5	\$ 550.00	\$ 2,750.00	
	Sediment Basin	EA	1	\$ 7,500.00	\$ 7,500.00	
	Stabilized Staging Area	SY	291	\$ 12.00	\$ 3,492.00	
	Concrete Washout Area	EA	1	\$ 3,500.00	\$ 3,500.00	
	Surface Roughing	AC	5	\$ 80.00	\$ 400.00	
	Temporary Seeding and Mulching	AC	5	\$ 1,500.00	\$ 7,500.00	
	Vehicle Tracking Control Pad	EA	1	\$ 7,500.00	\$ 7,500.00	
				Subtotal	\$ 37,646.00	
Grading						
	Clear & Grub	AC	4.5	\$ 1,360.00	\$ 6,120.00	
	Topsoil Strip (3" Depth)	CY	2,205	\$ 3.85	\$ 8,489.25	
	Cut to Fill (Cut Excavation Complete in Place)	CY	1,220	\$ 5.27	\$ 6,429.40	
	Topsoil Respread (3" Depth)	CY	1,900	\$ 3.85	\$ 7,315.00	
				Subtotal	\$ 28,353.65	
Sanitary Sewer						
	4" Service w/ wye, cap, bend	EA	4	\$ 2,646.18	\$ 10,584.72	
	6" Service w/ wye, cap, bend	EA	1	\$ 2,692.18	\$ 2,692.18	
				Subtotal	\$ 13,276.90	
Water						
	1.5" Service w/ curb stop	EA	5	\$ 5,112.29	\$ 25,561.45	
	6" DIP Fireline	EA	5	\$ 2,688.64	\$ 13,443.20	
	2" Blowoff Assembly	EA	5	\$ 2,966.25	\$ 14,831.25	
				Subtotal	\$ 53,835.90	
Non-Potable Water						
	1.5" Service w/ curb stop	EA	2	\$ 5,112.29	\$ 10,224.58	
	4" DIP Casing	LF	40	\$ 114.70	\$ 4,588.00	
				Subtotal	\$ 14,812.58	
Concrete Flatwork						
	Subgrade Prep - Concrete Walk	SF	2,435	\$ 2.59	\$ 6,306.65	
	6' Concrete Walk	SF	2,435	\$ 8.98	\$ 21,866.30	
				Subtotal	\$ 28,172.95	

**Exhibit A
 Prairie Center
 Retail 2 Project
 District Improvements
 Bid Schedule B**

Redland Construction Plans

****A Red Cell Indicates an Item Updated by Redland After the Bid Date, Prior to Notice of Award****

ITEM	UNIT	QUANTITY	UNIT PRICE*	COST	Contractor Discrepancy Quantity
Demolition					
Sawcut	LF	110	\$ 5.00	\$ 550.00	
Demo Existing Handicap Ramp	EA	2	\$ 444.85	\$ 889.70	
Demo Existing Asphalt and Concrete	SY	120	\$ 12.71	\$ 1,525.20	
Demo Existing Curb	LF	75	\$ 18.12	\$ 1,359.00	
Subtotal				\$ 4,323.90	
Grading					
Clear & Grub	AC	0.5	\$ 15,500.00	\$ 7,750.00	
Topsoil Strip (3" Depth)	CY	270	\$ 3.85	\$ 1,039.50	
Cut to Fill (Cut Excavation Complete in Place)	CY	1,530	\$ 5.27	\$ 8,063.10	
Subtotal				\$ 16,852.60	
Sanitary Sewer					
Connect to Existing Main	EA	1	\$ 1,500.00	\$ 1,500.00	
8" SDR-35 PVC (0-12' depth)	EA	361	\$ 67.74	\$ 24,454.14	
4' Dia. Manhole (0-12' Depth)	EA	5	\$ 5,537.50	\$ 27,687.50	
Subtotal				\$ 53,641.64	
Water					
Connect to Existing Main	EA	2	\$ 1,000.00	\$ 2,000.00	
Fire Hydrant Assembly	EA	2	\$ 11,761.49	\$ 23,522.98	
6" CL-52 DIP	LF	33	\$ 76.82	\$ 2,535.06	
8" C-900 CL 150	LF	548	\$ 58.22	\$ 31,904.56	
8" - 11 1/4° Bend w/ Kick Block	EA	5	\$ 1,146.25	\$ 5,731.25	
8" - 45° Bend w/ Kick Block	EA	2	\$ 1,146.25	\$ 2,292.50	
8" - 90° Bend w/ Kick Block	EA	1	\$ 1,146.25	\$ 1,146.25	
8" x 6" Tee Fitting	EA	7	\$ 1,662.60	\$ 11,638.20	
6" Gate Valve	EA	7	\$ 2,265.80	\$ 15,860.60	
8" Gate Valve	EA	4	\$ 3,177.65	\$ 12,710.60	
Water Lowerings	EA	2.5	\$ 4,585.00	\$ 11,462.50	
Subtotal				\$ 120,804.50	
Non-Potable Water					
Connect to Existing Main	EA	2	\$ 1,000.00	\$ 2,000.00	
4" PVC	LF	538	\$ 45.93	\$ 24,710.34	
4" - 11 1/4° Bend w/ Kick Block	EA	4	\$ 882.50	\$ 3,530.00	
4" - 22 1/2° Bend w/ Kick Block	EA	1	\$ 882.50	\$ 882.50	
4" x 4" Tee Feeting	EA	1	\$ 1,421.96	\$ 1,421.96	
4" Gate Valve	EA	2	\$ 2,265.80	\$ 4,531.60	
2" Blow off	EA	1	\$ 2,966.25	\$ 2,966.25	
Subtotal				\$ 40,042.65	

**Exhibit A
Prairie Center
Retail 2 Project
District Improvements
Bid Schedule B**

Redland Construction Plans

****A Red Cell Indicates an Item Updated by Redland After the Bid Date, Prior to Notice of Award****

Storm Sewer

Connect to Existing Main	EA	2	\$ 1,500.00	\$ 3,000.00
18" RCP	LF	308	\$ 78.81	\$ 24,273.48
24" RCP	LF	101	\$ 102.09	\$ 10,311.09
5' Dia. Manhole	EA	2	\$ 4,168.75	\$ 8,337.50
Subtotal				\$ 45,922.07

Pond Outfall

Connect to Existing Main	EA	2	\$ 1,000.00	\$ 2,000.00
8" PVC	LF	1,175	\$ 67.74	\$ 79,594.50
Storm Cleanout	EA	4	\$ 1,261.20	\$ 5,044.80
Bore Storm Sewer Under Ditch (16 or 20 inch casing)	LF	130	\$ 1,100.00	\$ 143,000.00
Concrete Cutoff Wall	EA	3	\$ 2,800.00	\$ 8,400.00
Subtotal				\$ 238,039.30

Concrete Flatwork

Type 2 Curb and Gutter	LF	1,046	\$ 23.04	\$ 24,099.84
8' Concrete Crossspan	EA	1	\$ 6,169.00	\$ 6,169.00
Handicap Ramp	EA	7	\$ 2,657.91	\$ 18,605.37
Subgrade Prep - Concrete Walk	SF	264	\$ 2.59	\$ 683.76
6' Concrete Walk	SF	264	\$ 8.98	\$ 2,370.72
Subtotal				\$ 51,928.69

Asphalt

Subgrade Prep	SY	2,130	\$ 4.80	\$ 10,224.00
Aggregate Base Course (9" Section)	SY	2,130	\$ 20.12	\$ 42,855.60
Asphalt (Full depth - 6" section)	SY	1,573	\$ 49.20	\$ 77,391.60
Subtotal				\$ 130,471.20

Signage and Striping

Stop Sign (R1-1) with R3-5	EA	3	\$ 1,000.00	\$ 3,000.00
Pedestrian Crossing (W11A-2)	EA	2	\$ 1,200.00	\$ 2,400.00
Permanent Type 3 Barricades	EA	2	\$ 1,500.00	\$ 3,000.00
8' x 2' Crosswalk Bar	EA	24	\$ 200.00	\$ 4,800.00
Benches	EA	2	\$ 715.00	\$ 1,430.00
Subtotal				\$ 14,630.00

Overall					
ITEM	UNIT	QUANTITY	UNIT PRICE	COST	
Mobilization	LS	1	\$ 57,200.00	\$ 57,200.00	
Bonds and Insurance	LS	1	\$ 25,000.00	\$ 25,000.00	
Subtotal				\$ 82,200.00	

Exhibit A
Prairie Center
Retail 2 Project
District Improvements
Bid Schedule B

Redland Construction Plans

****A Red Cell Indicates an Item Updated by Redland After the Bid Date, Prior to Notice of Award****

Force Account

(Items to Establish a Unit Price)

ITEM	UNIT	QUANTITY	UNIT PRICE*	COST
(*) Potholing	EA	10	\$ 750.00	\$ 7,500.00
(*) 1.5" Stabilization Rock (Crushed)	CY	50	\$ 55.00	\$ 2,750.00
(*) 4" Stabilization Rock (Ballast or Crushed)	CY	50	\$ 75.00	\$ 3,750.00
(*) CDOT Class 6 Stabilization Rock	CY	50	\$ 45.00	\$ 2,250.00
(*) Muck Excavation	CY	1000	\$ 30.00	\$ 30,000.00
(*) Dewatering	HR	100	\$ 75.00	\$ 7,500.00
(*) Earthwork Import	CY	500	\$ 17.00	\$ 8,500.00
(*) Earthwork Export	CY	500	\$ 12.00	\$ 6,000.00
Subtotal				\$68,250.00

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Surveying Services
AGREEMENT NO. _____ **AGREEMENT DATE** 1/1/18 **TASK ORDER NO.** 002
CONSULTANT Aztec Consultants, Inc.

TASK ORDER REFERENCE: Task Order _____
TASK ORDER NAME: Prairie Center Phase 2 – 3rd Amendment (see Exhibit A)
METRO DISTRICT PROJECT ENGINEER: Redland Consulting Group, Inc.
BASIS OF COMPENSATION: See Exhibit A, attached hereto and incorporated herein
SCHEDULE: TBD at direction of District

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>N/A</u>
Task Order Price – Task Order No. <u>002</u>	\$	<u>\$29,800.00</u>
Total of Agreement Prices including this Task Order	\$	<u>N/A</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant Date

Authorized Agent Title

EXHIBIT A

(Task Order No. 0002 to Master Service Agreement for Surveying Services)

Scope of Services

Control (CS)

- Construction control will be recovered and verified with plan data.
- Additional control will be set to facilitate construction staking for this project.

GESC Measures (CS)

- Provide one set of stakes for placement of the GESC measures and the limits of construction.

Grading Overlot (CS)

- Provide one set of rough grade stakes on all front lot corners to develop street grades as shown on the approved grading plan.
- Provide one set of rough grade stakes on the rear property corners for the development of the lots.
- Provide one set of stakes on said lot corners to verify lots are graded in conformance to the design of the grading plan. The vertical tolerance is plus or minus 0.2 feet.

Sanitary Sewer (CS)

- Provide one set of offset stakes for construction of the sanitary sewer mainline.
- Stakes will be set on a predetermined offset from the mainline pipe and manholes at intervals of 25 feet for the first 100 feet, and then on intervals of 50 feet thereafter.
- Grades will be marked to invert of pipe and manhole locations, top of finished rim.
- Provide one set of offset stakes for construction of the sanitary sewer services.

Storm Sewer (CS)

- Provide one set of offset stakes for construction of the storm drainage system.
- Stakes will be set on a predetermined offset from the mainline pipe and manholes, catch basins, inlets, junction structures, and connector pipes at intervals of 25 feet for the first 100 feet, and then on intervals of 50 feet thereafter.
- Grades will be marked to inverts of pipes, finished elevation of manhole rims, and top of curb for catch basins or inlets.

Waterline (CS)

- Provide one set of offset stakes for construction of the onsite waterlines.
- Stakes will be set on a predetermined offset from the mainline pipe and all fittings at intervals of 50 feet.
- Grades will be marked to top of pipe.

- Fire hydrants will have two offset stakes graded to top back of curb.
- Provide one set of offset stakes for each water service.

Irrigation Line (CS)

- Provide one set of offset stakes for construction of the onsite Irrigation lines.
- Stakes will be set on a predetermined offset from the mainline pipe and all fittings at intervals of 50 feet.
- Grades will be marked to top of pipe.
- Provide one set of offset stakes for each irrigation service.

Conduit Crossings (CS)

- Provide one set of offset stakes for construction of the conduit crossings.
- Stakes will be set on a predetermined offset from the ends of each crossing.
- Grades will be marked to finished grade.
- Price Per conduit bank is \$130 per bank.

Curb & Gutter (CS)

- Provide one set of offset stakes for construction of the curb and gutter.
- Stakes will be set on a predetermined offset from back of curb at intervals of 25 feet. Also offset stakes will be set at point of curvature or tangents, angle points, and point of compound or reverse curves.
- Grades will be marked to top back of concrete

Dry Utilities (CS)

- Provide staking to assist in the installation of the dry utilities.
- Stakes will be set for easements, temporary property corners and missing crossings.
- This item does not pertain to the actual staking of dry lines, pedestals and transformers, unless this information is provided in AutoCad.
- This item will be billed on a T&M basis as needed.

Property Corners (CS)

- Provide brass washer and nail on an offset in concrete marking the front property corner.
- Provide one rebar and cap at all rear lot corners marked with a steel fence post.

Miscellaneous Survey- see notes (CS)

- Provide a field crew to provide survey for items not listed in the scope of services as requested by the District and or contractor. This item will be billed on a time and materials basis as needed.

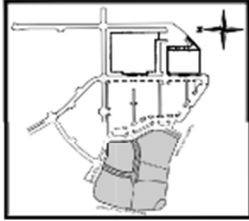
Fee

The District agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in

determining the percentage of work completed by AzTec, where applicable. All amounts shown below are to be considered as lump sum fee(s), unless otherwise noted.

Item	Amount
Control (CS)	\$2,500.00
GESC Measures (CS)	\$1,700.00
Grading Overlot (CS)	\$5,200.00
Sanitary Sewer (CS)	\$1,700.00
Storm Sewer (CS)	\$1,700.00
Waterline (CS)	\$1,700.00
Irrigation Line (CS)	\$1,700.00
Conduit Crossings (CS)	\$TBD
Curb & Gutter (CS)	\$5,200.00
Dry Utilities (CS)	\$1,700.00
Property Corners (CS)	\$1,700.00
Miscellaneous Survey- see notes (CS)	\$5,000.00
	Total
	\$29,800.00

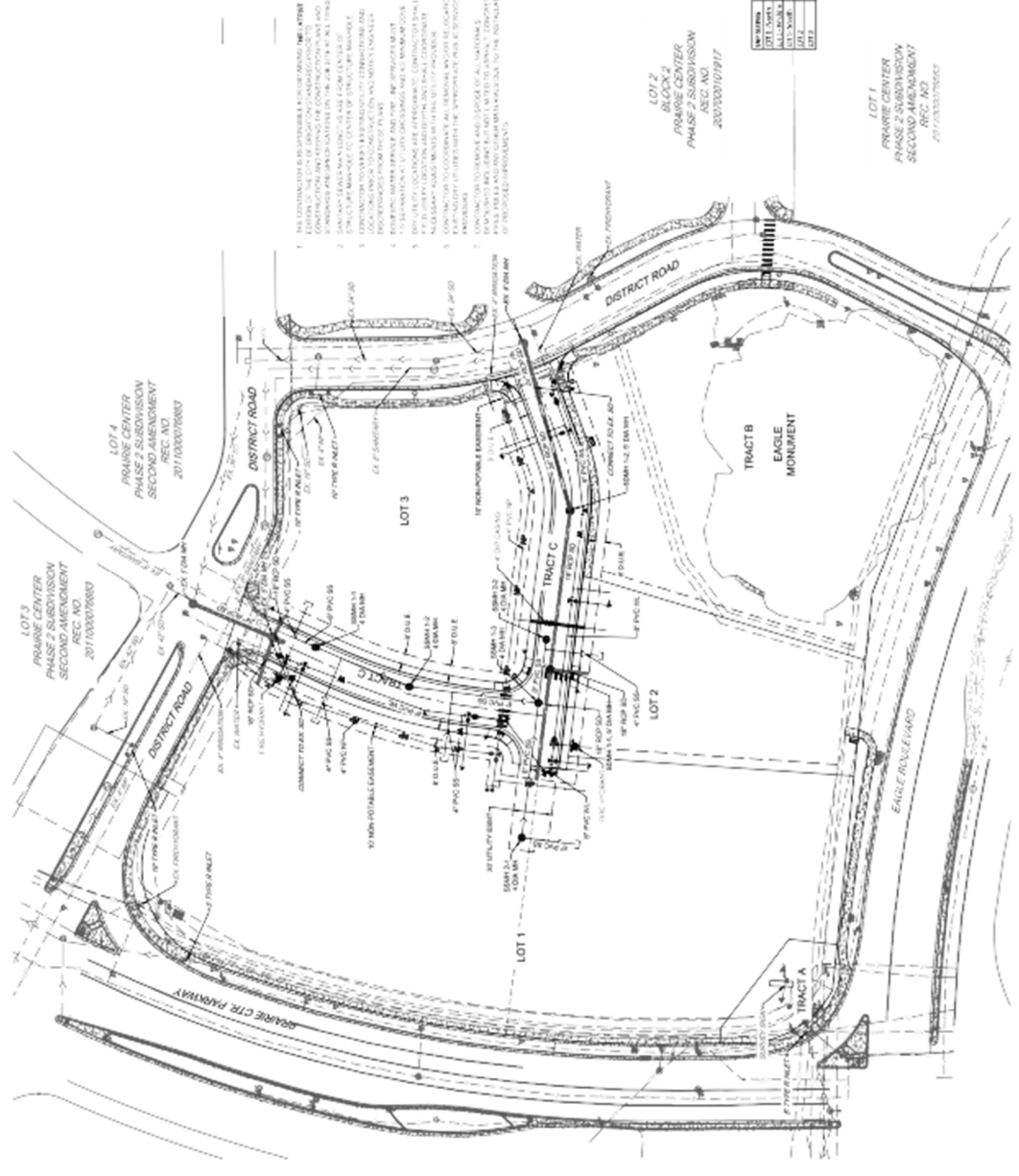
NOT FOR CONSTRUCTION



1. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
2. THE CITY OF HOUSTON HAS REVIEWED THE RECORD DRAWING AND HAS APPROVED THE MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
3. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
4. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
5. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
6. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
7. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.
8. THE DEVELOPER HAS SUBMITTED A RECORD DRAWING FOR THE INSTALLATION OF THE CITY OF HOUSTON'S STANDARD TRACT MONUMENTS AND MONUMENT MARKERS ON THE LOTS IN ALL TRACTS.

- MONUMENT MARKER
- MONUMENT MARKER
- MONUMENT MARKER
- MONUMENT MARKER
- MONUMENT MARKER
- MONUMENT MARKER

LOT NUMBER	MONUMENT MARKER	MONUMENT MARKER	MONUMENT MARKER	MONUMENT MARKER
LOT 1	1"	1"	1"	1"
LOT 2	1"	1"	1"	1"
LOT 3	1"	1"	1"	1"
LOT 4	1"	1"	1"	1"



Exclusions

The following items are specifically excluded from this proposal. If sufficient time is given, fees for these items can be provided prior to start of services.

1. Topography checks and calculations of quantities for site balance or removals.
2. Construction staking for detached walk that is a typical distance from back of curb.
3. Landscaping
4. Any item not listed on the Scope of Services.

Alleged Errors/Mistakes

Should the accuracy or interpretation of any stake be questioned, it shall be the District's responsibility to immediately notify the surveyor. We will reset, at our own expense, any stake which we find to be incorrect. We do, however; reserve the right to charge additional monies for time spent checking stakes which we find to be correct. The District and contractor shall not hold the surveyor responsible for any staking error unless the allegedly incorrect stake is preserved undisturbed for our examination

General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by the District, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to District describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail.