

# 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	2025/May 2025
Mark Waggoner	Vice President/Treasurer	2023/May 2023
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2025/May 2023
<b>VACANT</b>		2025/May 2023
Ann E. Finn	Secretary	

DATE: August 3, 2022

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:*

Zoom information:

<https://us02web.zoom.us/j/87490742020?pwd=S0s5Yjh6K3M3azRUUTNVR01Ba1p1QT09>

Meeting ID: 874 9074 2020

Passcode: 599857

Dial In: 1-669-900-6833

One tap mobile

+16699006833,,87490742020#,,, \*599857#

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Discuss the cancelled May 3, 2022 Regular Directors' Election (enclosure). Discuss status of vacancies on the Board.

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D. Consider appointment of Officers:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

- E. **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 in the Regular Agenda.
- Approve Minutes of the April 6, 2022 Regular Meeting (enclosure).
  - Ratify approval of payment of claims for the period beginning April 1, 2022 through July 28, 2022 totaling \$474,394.49 (enclosure).
  - Ratify approval of Service Agreement for Concrete and Asphalt Work between the District and Alliance Commercial Maintenance Services, Inc. (enclosure).
  - Ratify approval of Service Agreement for Final Engineering and Construction Plans between the District and JR Engineering, LLC (enclosure).
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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.
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III. FINANCIAL MATTERS

- A. Review and accept the Schedule of Cash Position as of June 30, 2022, updated as of July 28, 2022 (enclosure).
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IV. LEGAL MATTERS

- A. Discuss potential formation of new Prairie Center districts. Authorize any necessary actions in connection therewith.
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V. CAPITAL IMPROVEMENTS

- A. Discuss potential public road extension projects for Prairie Center Retail Two and Prairie Center Retail Three (“Projects”) and available funding for the Projects.
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- B. Discuss and consider approval of Work Order #3 to Master Agreement for Engineering Services between the District and Redland Consulting Group, Inc. for Construction Management for Prairie Center Village V Park – Phase 2 (to be distributed).
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- C. Consider approval of Service Agreement between the District and Alliance Commercial Maintenance for annual asphalt repairs (enclosure).
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D. **Prairie Center Regional Detention Ponds and Regional Outfall Project (the “Project”):**

1. Discuss and consider authorizing JR Engineering, LLC to solicit bids for the Project.
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2. Discuss and consider appointing a Construction Committee to review bids and, in consultation with JR Engineering, LLC, award the Construction Contract for the Project.
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VI. OPERATIONS

- A. Discuss 2023 Service Agreements for operations.
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VII. OTHER MATTERS

- A. Acknowledge the resignation of Mark Waggoner from the Board of Directors.
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VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 7, 2022.**

**NOTICE OF CANCELLATION OF  
REGULAR ELECTION  
BY THE DESIGNATED ELECTION  
OFFICIAL FOR THE  
PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 3**

NOTICE IS HEREBY GIVEN by the Prairie Center Metropolitan District No. 3, Adams County, Colorado, that at the close of business on the sixty-third (63rd) day before the election there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 3, 2022, is hereby cancelled.

The following candidates are declared elected:  
Mike Tamblyn  
3 Year Term

VACANT  
3 Year Term

VACANT  
3 Year Term

VACANT  
1 Year Term

DATED this 1st day of March, 2022.

PRAIRIE CENTER METROPOLITAN DISTRICT  
NO. 3

Ann E. Finn  
Designated Election Official

Published on: March 31, 2022  
Published in: Brighton Standard Blade

**AVISO DE CANCELACIÓN DE ELECCIÓN  
REGULAR  
POR EL FUNCIONARIO ELECTORAL  
DESIGNADO PARA EL  
PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 3**

POR ESTE MEDIO SE DA AVISO por parte del Prairie Center Metropolitan District No. 3, Adams County, Colorado, que al cierre de operaciones del día sesenta y tres (63) antes de la elección no había más candidatos para Director que cargos por cubrir, incluidos candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito; por lo tanto, se cancela la elección a celebrarse el 3 de mayo de 2022.

Se declaran elegidos los siguientes candidatos:  
Mike Tamblyn  
Término de tres años [3]

VACANT  
Término de tres años [3]

VACANT  
Término de tres años [3]

VACANT  
Término de un año [1]

FECHADO este 1st día de marzo de 2022.

PRAIRIE CENTER METROPOLITAN DISTRICT  
NO. 3

Ann E. Finn  
Oficial Electoral Designado

Publicado el: March 31, 2022  
Publicado en: Brighton Standard Blade

## RECORD OF PROCEEDINGS

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**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER  
METROPOLITAN DISTRICT NO. 3 (the “District”)  
HELD  
APRIL 6, 2022**

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 6th day of April, 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 (via Zoom)  
Mark A. Waggoner (via Zoom)

#### **Also In Attendance Were:**

Ann E. Finn; Special District Management Services, Inc. (via Zoom)

Paula Williams, Esq. and Erica Montague, Esq.; McGeady Becher P.C (via Zoom)

Thuy Dam; CliftonLarsonAllen LLP (via Zoom)

### **DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

**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 Williams 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 Williams that all Directors’ Disclosure Statements have been filed and no additional conflicts were disclosed.

### **ADMINISTRATIVE MATTERS**

**Quorum / Meeting Location / Posting of Meeting Notices:** Attorney Williams 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

## RECORD OF PROCEEDINGS

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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.

**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, seconded by Director Waggoner and, upon vote, unanimously carried, the Agenda was approved, as presented.

**May 3, 2022 Election:** Ms. Finn reported to the Board that the Election on May 3, 2022 was cancelled as permitted by statute, as there were not more candidates than seats available. Director Tamblyn was deemed elected to a 3-year term ending in May 2025.

**Consent Agenda:** The Board considered the following actions:

- Approve Minutes of the December 1, 2021 Special Meeting.
- Ratify approval of payment of claims for the period beginning December 1, 2021 through March 31, 2022 totaling \$900,828.63.
- Ratify approval of Service Agreement for Property Maintenance for Park on Peregrine between the District and Vargas Property Services, Inc.
- Ratify approval of Canvas at Brighton Regional Trail Reimbursement Agreement by and between the District, Canvas PC Owner, LLC, and THF Prairie Center Development, L.L.C.

Following review, upon motion duly made by Director Tamblyn, seconded by Director Waggoner 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**

**2021 Audit:** Ms. Dam reviewed with the Board the 2021 Audit.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the 2021 Audit (subject to final legal review and receipt of an unmodified opinion letter from the auditor), and authorized the execution of the Representations Letter.

**RECORD OF PROCEEDINGS**

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**LEGAL MATTERS**

**First Amendment to Prairie Center Village V Subdivision Filing No. V Development Agreement by and between the City of Brighton, the District, and THF Prairie Center Development, L.L.C.:** The Board discussed the First Amendment to Prairie Center Village V Subdivision Filing No. V Development Agreement by and between the City of Brighton, the District, and THF Prairie Center Development, L.L.C.

Following review, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the First Amendment to Prairie Center Village V Subdivision Filing No. V Development Agreement by and between the City of Brighton, the District, and THF Prairie Center Development, L.L.C.

**Formation of New Prairie Center Districts and the Authorization of Any Necessary Action in Connection Therewith:** Attorney Williams discussed the formation of new districts and timing for obtaining Service Plan approvals from the City. Attorney Williams noted her office will prepare a Schedule of Events for the Board's information.

\_\_\_\_\_

**CAPITAL IMPROVEMENTS**

**Potential Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three ("Projects") and Available Funding for the Projects:** Director Tamblyn discussed with the Board the scope, timing and funding for the Projects.

**Retail Development and Potential Revenue for the District:** Director Tamblyn updated the Board on new retail development within the Project.

\_\_\_\_\_

**OPERATIONS**

There were no operation matters to discuss at this time.

\_\_\_\_\_

**OTHER MATTERS**

There were no other matters.

\_\_\_\_\_

**ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## Prairie Center Metropolitan District No. 3

### Check List

All Bank Accounts

April 1, 2022 - July 28, 2022

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1717	04/18/22	CliftonLarsonAllen LLP	7,952.75
1718	04/18/22	Colorado Community Media	88.32
1719	04/18/22	Colorado Lighting, Inc,	244.00
1720	04/18/22	Domain Listings	288.00
1721	04/18/22	JR Engineering LLC	8,525.00
1722	04/18/22	McGeady Becher, PC	1,187.76
1723	04/18/22	Prairie Management LLC	3,000.00
1724	04/18/22	Redland Consulting Group	11,560.00
1725	04/18/22	Snow Pros, Inc	34,394.00
1726	04/18/22	Special District Mgmt. Services, Inc	2,371.93
1727	04/18/22	Utility Notification Center of CO	122.20
1728	04/18/22	Vargas Property Service	9,707.08
1729	05/17/22	Alliance CMS	44,583.35
1730	05/17/22	Alliance CMS	15,000.00
1731	05/17/22	Alliance CMS	133,750.03
1732	05/17/22	CliftonLarsonAllen LLP	8,703.87
1733	05/17/22	Colorado Community Media	75.56
1734	05/17/22	Colorado Lighting, Inc,	15.00
1735	05/17/22	McGeady Becher, PC	3,369.50
1736	05/17/22	Prairie Management LLC	3,000.00
1737	05/17/22	Redland Consulting Group	2,310.00
1738	05/17/22	Snow Pros, Inc	6,198.36
1739	05/17/22	Special District Mgmt. Services, Inc	2,790.63
1740	05/17/22	Vargas Property Service	10,345.10
1741	06/15/22	CliftonLarsonAllen LLP	8,845.25
1742	06/15/22	Colorado Lighting, Inc,	1,107.65
1743	06/15/22	JR Engineering LLC	26,118.13
1744	06/15/22	McGeady Becher, PC	3,647.49
1745	06/15/22	Pinnacle Landscape & Xeriscape, Inc.	5,790.00
1746	06/15/22	Prairie Management LLC	3,000.00
1747	06/15/22	Redland Consulting Group	500.00
1748	06/15/22	Snow Pros, Inc	5,508.00
1749	06/15/22	Special District Mgmt. Services, Inc	1,694.52
1750	06/15/22	Utility Notification Center of CO	182.00
1751	06/15/22	Vargas Property Service	13,856.70
1752	07/19/22	Alliance CMS	3,685.00
1753	07/19/22	CliftonLarsonAllen LLP	7,644.32
1754	07/19/22	Colorado Lighting, Inc,	2,236.80
1755	07/19/22	JR Engineering LLC	25,281.00
1756	07/19/22	McGeady Becher, PC	1,938.73
1757	07/19/22	Pinnacle Landscape & Xeriscape, Inc.	4,470.00
1758	07/19/22	Prairie Management LLC	3,000.00
1759	07/19/22	Redland Consulting Group	200.00
1760	07/19/22	Snow Pros, Inc	5,508.00
1761	07/19/22	Special District Mgmt. Services, Inc	1,549.53
1762	07/19/22	T. Charles Wilson Insurance	1,980.00
1763	07/19/22	Utility Notification Center of CO	107.90
1764	07/19/22	Vargas Property Service	22,287.80
ACH	06/15/22	United Power	4,706.27
ACH	07/19/22	United Power	5,158.12
ACH	05/24/22	United Power	2,285.18
ACH	04/25/22	United Power	2,523.66
<b>Vendor Check Total</b>			474,394.49
<b>Check List Total</b>			474,394.49

**Prairie Center Metropolitan District No. 3**

**Check List**

All Bank Accounts

April 1, 2022 - July 28, 2022

**Check Number**

Check count = 52

## SERVICE AGREEMENT FOR CONCRETE AND ASPHALT WORK

THIS SERVICE AGREEMENT FOR CONCRETE AND ASPHALT WORK (“**Agreement**”) is effective as of the 15<sup>th</sup> day of April, 2022, 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 SERVICES, 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 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 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 1.6, 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 1.6. 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 on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("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 upon completion of the work. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. 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.

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 non-owned 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 Federal Express 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  
c/o Special District Management Service, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Fax: 303-987-2032  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

With a Copy To: McGeedy Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: [pwilliams@specialdistrictlaw.com](mailto:pwilliams@specialdistrictlaw.com)  
Attn: Paula Williams

To Consultant: Alliance Commercial Maintenance Services, Inc.  
1385 S. Huron Street  
Denver, CO 80223  
Phone: 720-445-2833  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
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 Federal Express 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]

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

Consultant:  
**ALLIANCE COMMERCIAL  
MAINTENANCE SERVICES, INC.**

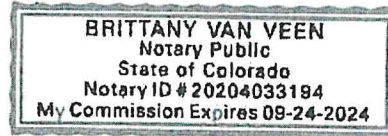
Signature: [Handwritten Signature]  
By: James Cunningham  
Its: President

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2022, by James Cunningham, as President of Alliance Commercial Maintenance Services, Inc.

Witness my hand and official seal.

My commission expires: 9-24-2024



District:  
**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 3**  
By: [Handwritten Signature]  
President

ATTEST:  
[Handwritten Signature]  
Secretary

**EXHIBIT A AND B  
SCOPE OF SERVICES/ COMPENSATION**



Construction Maintenance

1385 S Huron St  
Denver, CO 80223  
www.Alliance-CMS.com

<b>Submitted to:</b> Prairie Center Metro Dist. No. 3 c/o Special Dist. Mgmt Services, Inc. 141 Union Blvd., Suite 150 Lakewood, CO 80228	<b>Location of Service:</b> Prairie Center - Metro District 2221 Prairie Center Pkwy Brighton, CO, 80601	<b>Proposal #:</b> 710 <b>Date:</b> 04/14/2022 <b>Estimator:</b> James Cunningham <b>Phone #:</b> 720-445-2833
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**Emergency Asphalt Repairs**

Scope of Work	Estimate
<b>Asphalt Cold Patching -</b> Clean areas of all debris and place asphalt cold patch, compact and clean area of excess.	\$9,850.00
<b>Asphalt Infrared Repairs -</b> Heat asphalt with infrared heat to 400 degrees, rake asphalt, remove dead material and replace with new hot Grade SX asphalt with 20% RAP. Haul material to approved recycle facility. Grade surface and compact with roller.	\$5,150.00

<b>Total</b>	<b>\$15,000.00</b>
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All work guaranteed for one year. All work to be completed in a workmanship type manner following industry standard practices. Exceptions: Failure due to work performed on wet and yielding sub grade and/or cold temperatures. All materials guaranteed to be as specified. Deviations and/or alterations to the above specifications will require a written change order, with regards to additional costs, to be added original proposal. Additional material cost will be passed to customer. All agreements are contingent upon strikes, accidents, and acts of God.

Acceptance of Proposal: Above estimate of prices, specifications and conditions are satisfactory and hereby accepted. The above work is approved to be completed as specified.

Signature: \_\_\_\_\_

**TKG Management**

Signature: \_\_\_\_\_

**Alliance CMS**

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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:

<b>APPROVED:</b>	
<b>By:</b>	
	District

<b>APPROVED:</b>	
<b>By:</b>	
	Consultant

**SERVICE AGREEMENT FOR  
FINAL ENGINEERING AND CONSTRUCTION PLANS**

**THIS SERVICE AGREEMENT FOR FINAL ENGINEERING AND CONSTRUCTION PLANS (“Agreement”)** is entered into and effective as of the 16th day of May, 2022, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **JR ENGINEERING, LLC**, a Colorado 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, 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 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 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 1.6, 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 1.6. 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 Ninety Four Thousand Five Hundred Forty Five Dollars \$94,545.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("**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 satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. 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.

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. 7  
c/o Special District Management Service, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

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

To Consultant: JR Engineering, LLC  
7200 South Alton Way  
Centennial, CO 80112  
Phone: 303-740-9393  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)  
Attn: Aaron L. Clutter

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]

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

Consultant:  
JR Engineering, LLC, a Colorado limited liability company

By: [Signature]  
Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 16 day of May, 2022, by Aaron L. Cludgas President of JR Engineering, LLC.

Witness my hand and official seal.

My commission expires: 2/17/24

Wendy J Craven  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20044005551  
MY COMMISSION EXPIRES February 17, 2024

[Signature]  
Notary Public

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 19 day of May, 2022, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: 12/14/25

[Signature]  
Notary Public

LUKE WHITE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214048403  
MY COMMISSION EXPIRES 12/14/2025



## EXHIBIT A SCOPE OF SERVICES

### Scope of Services

#### DATA COLLECTION AND BASE MAPPING

- **Design/Topographic/Boundary Survey:** JR will perform a topographic survey of the Lutz Water Quality Pond area since the site was graded in 2006 and it is important to the design to capture current conditions topography. JR Engineering will survey existing force main invert elevations where possible.
- **Compilation of Previous Design Data:** JR Engineering will review previous design and as-built information - record drawings and CAD files – to bring together a comprehensive, updated AutoCAD base of the current conditions.
- **Base Drawing Preparation:** The design base map will include design information and survey data from past Prairie Center projects as well as the updated topographic survey data.
- **Review of Previous Drainage Studies (WQCV):** Per the City, adjacent development has not used the entire water quality capture volume (based on area and percent impervious) that was assigned to Prairie Center Pond 3. The City has provided some drainage reports which will be reviewed so as to see if the addition of the Lutz Reservoir basin to the Prairie Center ponds will require additional water quality volume in Pond 3, and how much.

#### CONCEPTUAL DESIGN AND LAYOUT

- **Conceptual Design Exhibits:** JR Engineering will prepare conceptual layouts of the proposed interim storm pipe for consideration. These exhibits will be used in coordination with the City in order to obtain City buy-off on the desired approach.
- **City and Prairie Center Meetings & Coordination & PAC Meeting:** JR Engineering will attend meeting(s) with the City to present the desired approach. JR Engineering will incorporate City feedback into the proposed design.
- **PAC Comment Response Letter:** JR Engineering will prepare a comment response letter to the City of Brighton clarifying the expectation that these are interim improvements and responding to the City's demands.

#### FINAL DESIGN OF INTERIM LUTZ STORMWATER DETENTION POND

- **Existing Conditions Hydrologic Analysis of Lutz Reservoir Basin:** JR Engineering will evaluate the required detention volume and effects on downstream infrastructure. The process involves updates to the master Prairie Center hydrologic model, which was completed as part of the 2011 design of the Prairie Center Regional Detention Ponds and Outfall, by JR Engineering, and integrated into an Addendum to the *City of Brighton South Outfall Outfall Systems Plan (OSP)*.
- **Prairie Center Regional Detention Pond #3 WQCV Volumetric Analysis:** JR Engineering will prepare an analysis of the actual Pond 3 WQCV versus the revised contribution from adjacent development, as well as the contribution from the Lutz Reservoir basin. It is the intent that water

quality for the Lutz basin can be provided in Pond 3 with potential modification to the outlet structure and water levels in the pond.

- **Prairie Center Outfall Updated Hydrologic Analysis and Modeling:** Per the City, the entire Prairie Center outfall must be re-modeled to ensure no adverse impact resulting from the addition of the Lutz Reservoir flows to the Prairie Center outfall system. Downstream impacts will be assessed at this time and any requirements for auxiliary updates to existing drainage infrastructure will be worked out with the City.
- **Hydraulic Analysis of Lutz Outfall Pipe:** The existing 8" pipe will be modeled in StormCAD or similar to ensure that the interim pipe hydraulics meet City criteria.
- **Prairie Center Regional Detention Pond #3 Outlet Structure Analysis and Plate Replacement/Modification Calculations:** The additional WQCV and volume of stormwater entering Pond 3 may require modification/replacement of the orifice plate to change the release rate and water surface elevation accordingly. JR Engineering will prepare calculations to support the necessary changes.
- **Drainage Maps and Exhibits:** The Lutz Reservoir reconfiguration will require a Final Drainage Report to support the design. Drainage maps/exhibits will be prepared to demonstrate the drainage area and sub-basins.
- **Lutz Detention Final Design Report:** The Final Drainage Report will be a stand-alone report that will reference the 2011 JR Engineering OSP Amendment (which supported the design of the Prairie Center Outfall channel). All the necessary components of a Final Drainage Report in the City of Brighton will be included in this report.
- **City and Prairie Center Meetings & Coordination:** JR Engineering will attend meeting(s) with the City to present the desired approach. JR Engineering will incorporate City feedback into the proposed design.

#### INTERIM LUTZ STORMWATER DETENTION CONSTRUCTION PLANS AND DOCUMENTS

- **Detention Pond Grading and Earthwork Analysis:** Based on the detention volume produced by the discharge pipe size, JR Engineering will prepare grading design for the retrofit of the existing Lutz Water Quality Pond. Grading will be performed in AutoCAD Civil3D.
- **Cover Sheet, Notes, and Standard Details:** JR will prepare a cover sheet the construction plans that will show the site data, general notes, approval blocks and sheet index. A vicinity map and keymap will also be placed on this sheet. JR will prepare general construction notes for the drainage infrastructure improvements, and typical/standard detail sheets will also be prepared to facilitate construction of the drainage improvements.
- **Demo Plan:** JR will prepare demolition plans for the anticipated improvements, showing any removals and items to be abandoned.
- **Detention Pond Plan and Profiles:** JR will prepare the final horizontal and vertical design of the drainage infrastructure including the storm sewer and full-spectrum detention pond. JR Engineering will prepare plan and profiles for the existing/proposed storm discharge pipe from Lutz Water Quality Pond to Pond 2. We assume 50' scale sheets. The hydraulic grade line and energy grade lines will be shown within the storm sewer profiles in accordance with City criteria.
- **Grading Plans:** JR Engineering will prepare grading plans for the Lutz Water Quality Pond retrofit. In the existing condition, stormwater drains to the west into Lutz Reservoir. We anticipate grading in the existing pond in order to change drainage direction and promote positive drainage to a new low point.
- **Trail Plan and Profile:** The existing concrete trail adjacent to the existing water quality pond will need to be removed and replaced with this project. JR Engineering will prepare a plan and profile



of the replaced trail around the new detention pond in accordance with PAC summary letter comments.

- **Lutz Reservoir Outlet Structure Detail:** JR Engineering will prepare construction details for the new outlet structure connecting to the existing PVC force main.
- **Prairie Center Regional Detention Pond #3 Outlet Structure/Plate Detail:** JR Engineering will prepare details for the modification of the existing Pond 3 structure and plate to accommodate the water quality volume and new release rate from Pond 3 resulting from connecting Lutz Reservoir basin drainage to the Prairie Center ponds system.
- **Special Details, Structural Details:** JR will prepare structural details of storm sewer structures that are not typical details including manholes, vaults, or junction boxes.
- **Address 90% Design City Comments:** JR Engineering will address City comments on the 90% design and provide comment responses. **JR Engineering will address additional City comments and submit 100% signed, stamped plans for approval.**
- **Technical Specifications:** JR Engineering will prepare technical specifications for the project, which will be issued as part of the project bid package.
- **Quantities and Engineer's Estimate of Probable Cost:** JR Engineering will prepare a cost estimate for the project.
- **Variance Request - PVC Pipe Outlet Pipe:** Per the City, an exemption/variance will need to be requested since the existing 8" PVC pipe is smaller than allowed under the City's engineering criteria. JR Engineering will prepare this letter to the City asking for an exemption to their criteria for this project.

#### INTERIM LUTZ STORMWATER DETENTION STORMWATER MANAGEMENT PLANS AND REPORT:

- **Initial, During & Final GESC Plans:** JR will prepare Grading, Erosion, and Sediment Control (GESC) plans for one phase of overall grading and construction of infrastructure. These plans will show suggested BMP placement and selection by construction phase.
- **General Construction Notes and Details:** JR will prepare general and specific construction notes and details for construction of the BMPs in accordance with City standards and specifications.
- **Stormwater Management Report:** JR will prepare a Stormwater Management Report (SWMP) in conformance with the State requirements for Colorado Discharge Permit System (CDPS) COR400000 "General Permit for Stormwater Discharges Associated with Construction Activities". The report will be submitted to the City for approval, and provided to the Client and Contractor with project approvals.
- **Stormwater Management Cost Estimate:** JR will prepare a cost estimate for the Stormwater Management improvements to obtain surety in conformance with City criteria.

#### LEGAL DOCUMENTS:

- **Title Commitment:** JR Engineering will obtain a title commitment for the property for the transfer of the property to the City of Brighton.
- **Easement Legal Description:** The proposed detention pond facility will be located in a drainage easement dedicated to the PCMD for maintenance. JR Engineering will prepare a legal description for the easement.
- **Easement Agreement:** JR Engineering will draft an easement agreement specifying the maintenance obligations and access restrictions to the property for PCMD to maintain the facility, once owned by the City.
- **Lutz Parcel Legal Description:** JR Engineering will prepare a legal description for the Lutz Reservoir parcel which will be conveyed to the City of Brighton.

## EXHIBIT B COMPENSATION

### Cost of Services Summary

The following are the summarized costs of engineering services. A Fee Schedule & Resource Allocation spreadsheet has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" within the fixed fee tasks. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below.

#### JR ENGINEERING SERVICES COST:

100	Data Collection and Base Mapping	\$10,180
200	Conceptual Design and Layout	\$9,190
300	Final Design of Interim Lutz Stormwater Detention Pond	\$22,710
400	Interim Lutz Stormwater Detention Pond Construction Plans and Documents	<b>\$36,440</b>
500	Interim Lutz Stormwater Detention Pond Stormwater Management Plans and Report	\$7,375
600	Legal Documents	\$6,650
900	Reimbursable Expenses	\$2,000
	<b>Total</b>	<b>\$94,545</b>

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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:

<b>APPROVED:</b>	<b>APPROVED:</b>
By:	By:
District	Consultant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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

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

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team	
	<b>PHONE (A/C, No, Ext):</b> 303-534-4567	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Westrian Group, Inc., JR Engineering LLC 7200 South Alton Way, Suite C400 Centennial, CO 80112	<b>INSURER A:</b> Valley Forge Insurance Company	20508
	<b>INSURER B:</b> Continental Casualty Company	20443
	<b>INSURER C:</b> Transportation Insurance Company	20494
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 835882394

REVISION NUMBER:

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

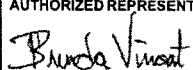
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6081670316	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BUA6081670333	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUE6081670350	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	6081670347	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional/Pollution		AEH591943320	10/1/2021	10/1/2022	Each Claim Aggregate Deductible	\$2,000,000 \$2,000,000 \$50,000

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

ERISA Employee Theft Coverage: Policy #106642411  
 Effective Dates: 02/09/2020 - 02/09/2023 Insurer: Travelers Casualty and Surety Company  
 \$500,000 Employee Theft Limit

RE: Project: Final Engineering and Construction Plans - Prairie Center - Lutz Reservoir.  
 Prairie Center Metropolitan District No. 7 is included as Additional Insured on the General Liability and Automobile Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

Prairie Center Metropolitan District No 7 c/o Special District Management Services, Inc. 141 Union Blvd, Suite 150 Lakewood CO 80228	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    1. the **written contract** requires you to provide the additional insured such coverage; and
    2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY  
Insured Name: WESTRIAN GROUP, INC.

Policy No: 6081670316  
Endorsement No: 30  
Effective Date: 10/01/2021

30020001660816703166501





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY  
Insured Name: WESTRIAN GROUP, INC.

Policy No: 6081670316

Endorsement No: 30

Effective Date: 10/01/2021



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6081670347Policy

Effective Date: 10/01/2021

Policy Page: 29 of 40

**Prairie Center Metropolitan District No. 3**  
**Schedule of Cash Position**  
**June 30, 2022**  
Updated as of July 28, 2022

	<b>General Fund</b>	<b>Debt Service Fund PPI/DPI</b>	<b>Debt Service Fund PRI</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>1st Bank - Checking Account</u></b>					
Balance as of 06/30/22 - <i>Checkbook</i>	\$ 1,342,621.93	\$ -	\$ -	\$ 1,456,759.24	\$ 2,799,381.17
Subsequent activities:					
07/08/22 - Tax Collections - District Nos, 4, 5 and 10	220,474.58	142,160.57	-	-	362,635.15
07/15/22 - Transfer to UMB Non-PIF Revenue	-	(142,160.57)	-	-	(142,160.57)
07/19/22 - Checks 1752-1764	(54,608.08)	-	-	(25,281.00)	(79,889.08)
07/27/22 - United Power Payments	(5,158.12)	-	-	-	(5,158.12)
<i>Anticipated Balance</i>	<u>1,503,330.31</u>	<u>-</u>	<u>-</u>	<u>1,431,478.24</u>	<u>2,934,808.55</u>
<b><u>2007 and 2017 Bonds</u></b>					
<b><u>UMB - Admin Costs 134026.13</u></b>					
Balance as of 06/30/22	-	0.55	-	-	0.55
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>0.55</u>	<u>-</u>	<u>-</u>	<u>0.55</u>
<b><u>UMB - Surplus/O&amp;M Reserve 134026.14</u></b>					
Balance as of 06/30/22	-	892,196.42	-	-	892,196.42
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>892,196.42</u>	<u>-</u>	<u>-</u>	<u>892,196.42</u>
<b><u>UMB - 2007A PPI Interest 134026.19</u></b>					
Balance as of 06/30/22	-	15.01	-	-	15.01
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>15.01</u>	<u>-</u>	<u>-</u>	<u>15.01</u>
<b><u>UMB - Non-PIF Revenue 134026.27</u></b>					
Balance as of 06/30/22	-	635,805.62	-	-	635,805.62
Subsequent activities:					
07/15/22 - Transfer from 1st Bank Non-PIF Revenue	-	142,160.57	-	-	142,160.57
<i>Anticipated Balance</i>	<u>-</u>	<u>777,966.19</u>	<u>-</u>	<u>-</u>	<u>777,966.19</u>
<b><u>UMB - Add-on PIF Revenue 134026.28</u></b>					
Balance as of 06/30/22	-	217,786.45	-	-	217,786.45
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>217,786.45</u>	<u>-</u>	<u>-</u>	<u>217,786.45</u>
<b><u>UMB - 2017 Shared Revenue - Credit 134026.29</u></b>					
Balance as of 06/30/22	-	214,697.15	-	-	214,697.15
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>214,697.15</u>	<u>-</u>	<u>-</u>	<u>214,697.15</u>
<b><u>UMB - 2017A Interest 134026.31</u></b>					
Balance as of 06/30/22	-	1,512,626.54	-	-	1,512,626.54
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>1,512,626.54</u>	<u>-</u>	<u>-</u>	<u>1,512,626.54</u>
<b><u>UMB - 2017A Principal 134026.32</u></b>					
Balance as of 06/30/22	-	955,687.57	-	-	955,687.57
Subsequent activities:					
<i>Anticipated Transfer from 134026.29</i>	-	-	-	-	-
<i>Anticipated Balance</i>	<u>-</u>	<u>955,687.57</u>	<u>-</u>	<u>-</u>	<u>955,687.57</u>
<b><u>UMB - 2017B Interest 134026.33</u></b>					
Balance as of 06/30/22	-	51,545.44	-	-	51,545.44
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>51,545.44</u>	<u>-</u>	<u>-</u>	<u>51,545.44</u>
<b><u>UMB - 2017B Principal 134026.34</u></b>					
Balance as of 06/30/22	-	45,032.86	-	-	45,032.86
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>45,032.86</u>	<u>-</u>	<u>-</u>	<u>45,032.86</u>

**UMB - 2017A Reserve 134026.36**

Balance as of 06/30/22	-	3,417,501.01	-	-	3,417,501.01
Subsequent activities:					
<i>Anticipated Balance</i>	-	<u>3,417,501.01</u>	-	-	<u>3,417,501.01</u>

**UMB - 2017B Reserve 134026.37**

Balance as of 06/30/22	-	163,900.09	-	-	163,900.09
Subsequent activities:					
<i>Anticipated Balance</i>	-	<u>163,900.09</u>	-	-	<u>163,900.09</u>

**2018 Bonds**

**UMB - Park & Rec Revenue 2018 147547.1**

Balance as of 06/30/22	-	-	163,027.05	-	163,027.05
Subsequent activities:					
<i>Anticipated Balance</i>	-	-	<u>163,027.05</u>	-	<u>163,027.05</u>

**UMB - Park & Rec Bond Int 2018 147547.2**

Balance as of 06/30/22	-	-	88.18	-	88.18
Subsequent activities:					
<i>Anticipated Balance</i>	-	-	<u>88.18</u>	-	<u>88.18</u>

**UMB - Park & Rec Mand Rdmpt 2018 147547.4**

Balance as of 06/30/22	-	-	4,761.31	-	4,761.31
Subsequent activities:					
<i>Anticipated Balance</i>	-	-	<u>4,761.31</u>	-	<u>4,761.31</u>

**UMB - Park & Rec Reserve 2018 147547.5**

Balance as of 06/30/22	-	-	347,253.96	-	347,253.96
Subsequent activities:					
<i>Anticipated Balance</i>	-	-	<u>347,253.96</u>	-	<u>347,253.96</u>

<i>Anticipated Balances</i>	<u>\$ 1,503,330.31</u>	<u>\$ 8,248,955.28</u>	<u>\$ 515,130.50</u>	<u>\$ 1,431,478.24</u>	<u>\$ 11,698,894.33</u>
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**Yield information as of 06/30/2022**

UMB invested in CSAFE - 1.46%

## SERVICE AGREEMENT FOR ASPHALT REPAIR WORK

THIS SERVICE AGREEMENT FOR ASPHALT REPAIR WORK (“Agreement”) is entered into and effective as of the \_\_\_\_\_ day of May, 2022, 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 SERVICES, 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 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 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 1.6, 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 1.6. 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 A attached hereto with a total contract amount not to exceed One Hundred Seventy Eight Thousand Three Hundred Thirty Four Dollars (\$178,334.00), 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 A, 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 satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. 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.

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  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

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

To Consultant: Alliance Commercial Maintenance Services, Inc.  
1385 S. Huron Street  
Denver, CO 80223  
Phone: 844-462-5542  
Email: \_\_\_\_\_  
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]

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: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Alliance Commercial Maintenance Services, Inc.

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 \_\_\_\_\_, 2022, by Mike Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
SCOPE OF SERVICES AND COMPENSATION**

**Asphalt Milling & Paving - 2"**

Scope of Work	Estimate
---------------	----------

**Asphalt Milling & Paving - 2" (Eagle Blvd. - Red Robin) - Roadway**

Approximately 35855 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 Owners 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 Owners expense. Includes (2575) square feet of full depth asphalt repairs. Includes traffic control & pavement markings

2" Mill & Overlay	\$78,881.00
6" Full Depth Repairs	\$12,876.10

**Asphalt Milling & Paving - 2" - Ring Road Intersections**

Approximately (34694) 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 Owners 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 Owners expense. Includes (2330) square feet of full depth asphalt repairs. Includes traffic control & pavement markings

2" Mill & Overlay	\$74,939.00
6" Full Depth Repairs	\$11,637.26

Total: \$178,333.36

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT C**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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**