

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

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<https://prairiecentermd.colorado.gov>

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblin	President	2025/May 2025
Richard Merkel	Treasurer	2025/May 2025
VACANT		2025/May 2025
VACANT		2027/May 2025
VACANT		2027/May 2025
Peggy Ripko	Secretary	

DATE: March 4, 2024

TIME: 11:00 a.m.

PLACE: Zoom

Join Zoom Meeting

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

Meeting ID: 862 6755 0643

Passcode: 987572

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve minutes of the February 15, 2024 Special Meeting (enclosure).

II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

A. _____

IV. LEGAL MATTERS

A. Review and consider approval of Construction Agreement for Retail 4 – Roads, Utilities and Landscaping (Retail 4 aka Retail 3/4) by and between the District and Fiore and Sons, Inc. in the amount of \$959,433.22 (along with Force Accounts in the amount of \$114,963.70) (enclosure).

B. Review and consider approval of Amendment to Amended and Restated Trust Indenture between the District and UMB Bank, N.A. (enclosure).

C. Review and acknowledge Consent and Waiver of Owner of Series 2007 Subordinate Bonds (THF Prairie Center Development, L.L.C.) (enclosure).

V. CAPITAL IMPROVEMENTS

A. _____

VI. OPERATIONS

A. Review and consider approval of Task Order No. 3 to the Master Agreement for Surveying Services between the District and Aztec Consultants, Inc, for Prairie Center Retail 3/4 Construction Management Services, in the amount of \$29,900.00 (enclosure).

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 3, 2024.**

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 3 (the “District”)
HELD
FEBRUARY 15, 2024**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 3 (referred to hereafter as “Board”) was convened on Thursday, February 15, 2024 at 1:00 P.M. This District Board meeting was held at and properly noticed to be held at 16888 E. 144th Ave. Brighton, Colorado and via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn
Richard Merkel

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Kathy Kanda, Esq. and Craig Sorensen; McGeady Becher P.C.

Thuy Dam; CliftonLarsonAllen LLP

Jim Lahay and John Klaus; Stifel, Nicolaus & Company, Inc.

Anastasia Khokhryakova, Esq. and Ethan Anderson, Esq.; Ballard Spahr LLP
(for a portion of the meeting)

Keenan Rice; MuniCap, Inc. (for a portion of the meeting)

Zane Penley; Member of the Public

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Quorum / Meeting Location / Posting of Meeting Notices: Attorney Kanda noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's board meeting. The Board determined that the meeting would be held in person at 16888 E. 144th Ave, Brighton, CO and via Zoom video/telephone conference. Director Tamblyn was in attendance at the physical location, which is within 20 miles of the District. The Board further noted that notice of the time, date and location of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

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

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

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

Minutes: The Board reviewed the minutes of the December 6, 2023 Regular Meeting.

Following review, upon motion duly made by Director Tamblyn, seconded by Director Merkel, and upon vote, unanimously carried, the Board approved the minutes of the December 6, 2023 Regular Meeting.

LEGAL MATTERS

Issuance of the District's Limited Property Tax Supported Primary Improvements Revenue Bonds, Series 2024A, and Limited Property Tax Supported District Improvements Revenue Bonds, Series 2024B:

Market Analysis and Bond Revenue Study: The Board reviewed the Market Analysis and Bond Revenue Study prepared by PGAV Planners.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board approved the Market Analysis and Bond Revenue Study prepared by PGAV Planners.

Resolution Authorizing the Issuance of the District's Series 2024 Bonds: Attorney Khokhryakova reviewed with the Board the Resolution authorizing the issuance of the District's Limited Property Tax Supported Primary Improvements Revenue Bonds, Series 2024A, and the District's Limited Property Tax Supported District Improvements Revenue Bonds, Series 2024B (collectively, the "**Series 2024 Bonds**"), in a combined maximum aggregate principal amount not to exceed \$45,000,000, which principal amount is subject to increase or decrease as determined by the Board, for the purposes of defraying the costs of portions of the District's Primary Improvements Project and District Improvements Project, refunding a portion of the District's Subordinate Limited Property Tax Supported Revenue Bonds, Series 2007 (if the Board determines it is desirable), funding certain reserve accounts of the District's Senior Reserve Fund, and paying the costs of issuance of the Series 2024 Bonds (the **Series 2024 Bond Resolution**”).

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board adopted the Series 2024 Bond Resolution and appointed Director Tamblyn as the Sale Delegate and Issuer Representative.

FINANCIAL MATTERS

2024 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the President closed the public hearing.

The Board determined that no amendment to the 2024 Budget was necessary.

CAPITAL IMPROVEMENTS

There were no capital improvements matters.

OPERATIONS

Proposal from CMS Environmental Solutions for Interim Lutz Reservoir Storm Drainage Reconfiguration: The Board reviewed the proposal from CMS Environmental Solutions for Interim Lutz Reservoir Storm Drainage Reconfiguration.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board ratified approval of the proposal from CMS Environmental Solutions for Interim Lutz Reservoir Storm Drainage Reconfiguration, in the amount of \$265 per month.

Work Order No. 10 to the Master Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for Prairie Center Retail 2 Construction Management Services: The Board reviewed Work Order No. 10 to the Master Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for Prairie Center Retail 2 Construction Management Services.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board ratified approval of Work Order No. 10 to the Master Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for Prairie Center Retail 2 Construction Management Services, in the amount of \$14,000.00.

Work Order No. 11 to the Master Agreement for District Engineering Services between the District 3 and Redland Consulting Group, Inc., for Prairie Center Retail 3-4 Construction Management Services: The Board reviewed Work Order No. 11 to the Master Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for Prairie Center Retail 3-4 Construction Management Services.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board ratified approval of Work Order No. 11 to the Master Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for Prairie Center Retail 3-4 Construction Management Services, in the amount of \$106,000.00.

Work Order No. 2 to the Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc., for 2024 Landscape Maintenance Services: The Board reviewed Work Order No. 2 to the Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc., for 2024 landscape maintenance services.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Merkel and, upon vote, unanimously carried, the Board ratified approval of Work Order No. 2 to the Service Agreement for Landscape

RECORD OF PROCEEDINGS

Maintenance Services between the District and Vargas Property Services, Inc., for 2024 landscape maintenance services, in the amount of \$91,185.48.

PUBLIC COMMENT Mr. Penley expressed his concerns regarding tax rates and urged the Board to provide tax relief to businesses if there is excess revenue available.

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 Tamblyn and seconded By Director Merkel, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

**CONSTRUCTION AGREEMENT FOR
RETAIL 4 – ROADS, UTILITIES AND LANDSCAPING**

(RETAIL 4 AKA RETAIL 3/4)

THIS CONSTRUCTION AGREEMENT (this “**Agreement**”) is made this **23rd** day of **February, 2024**, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado, located in the County of Adams, State of Colorado, hereinafter referred to as “**Owner**,” and **FIORE AND SONS, INC.**, hereinafter referred to as “**Contractor**.”

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, Owner and Contractor agree as follows:

PART 1 CONTRACTOR’S AGREEMENT AND SCOPE OF WORK

A. Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the **Prairie Center Retail #4 – 2nd Amendment, Retail 4 – Roads, Utilities and Landscaping** (the “**Project**”) in strict compliance with the Contract Documents as herein defined.

PART 2 CONTRACT DOCUMENTS

A. The “**Contract Documents**” which comprise the entire agreement and contract between Owner and Contractor and which are attached to this Agreement and are incorporated herein by this reference, consist of:

1. This Agreement and any Amendments thereto;
2. Performance Bond;
3. Labor and Materials Payment Bond;
4. Certificates of Insurance;
5. Notice of Award;
6. Notice to Proceed;
7. Drawings and specifications consisting of:

(a) Prairie Center Retail #4 – 2nd Amendment, Roadway Improvements – Civil Construction Documents Prepared by Redland, approved 01/25/2024 (Attachment 1).

(b) Subgrade Investigation and Pavement Design for the Prairie Center Development Pads A to E, Prepared by CTL Thompson dated June 5, 2017, Project No. DN48, 939-135. (Attachment 2).

8. Specifications and Standards as follows:

(a) Retail 4 District General Conditions

(b) Retail 4 Scope of Work and Special Provisions

(c) The City of Brighton, *Public Works Standards and Specifications* (as applicable)

(d) The Colorado Department of Transportation, *Standard Specifications for Road and Bridge Construction and the M&S Standards* (as applicable)

9. Addendum **No. 1** to Specifications;

10. General Conditions and Supplementary Conditions, if any;

11. Any Modifications, Change Orders, Field Orders or other such revisions properly authorized after execution hereof.

12. Documentation submitted by Contractor with Bid and prior to Notice of Award;

13. Contractor's Bid Form, which is attached hereto and incorporated herein by this reference as **Exhibit A**, (hereafter, "**Contractor's Bid**," the "**Bid**," or the "**Bid Form**");

14. Contractor's Project Schedule, which is attached hereto and incorporated herein by this reference as **Exhibit B**, (hereafter, "**Project Schedule**");

15. Notice of Substantial Completion and Notice of Final Completion and Acceptance; and

16. All documents contained within the Contract Specifications for the Project.

B. There are no Contract Documents other than those listed above in this Part 2. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

C. If, and to the extent of any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) any Modifications including, but not limited to Change Orders; (2) this Agreement; (3) the General Conditions; (4) the Supplementary Conditions (if any); (5) any exhibits attached to this Agreement; (6) Addenda, with those of later date having precedence over those of earlier date; (7) the Specifications; and (8) the Drawings.

D. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 3 ENGINEER AND OWNER'S REPRESENTATIVE

A. The Project has been designed by Redland (hereinafter called "**Engineer**"), who will assume all duties and responsibilities of Engineer, and who will have the rights and authority assigned to Engineer in the Contract Documents. Engineer will make itself reasonably available to perform the services required of Engineer under the Contract Documents.

B. Redland (hereinafter called "**Owner's Representative**") will assume all duties and responsibilities of Owner's Representative, and will have the rights and authority assigned to Owner's Representative in the Contract Documents. Owner's Representative will make itself reasonably available to perform the services required of Owner's Representative under the Contract Documents. Owner's Representative may, at the direction of Owner, undertake some duties and responsibilities assigned to Engineer.

C. If no person or entity is described in Part 3(b) above, then Owner shall assume all responsibilities for Owner's Representative hereunder.

PART 4 AGREEMENT PRICE

A. For the performance of all Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor **NINE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED THIRTY THREE DOLLARS AND TWENTY TWO CENTS (\$959,433.22)**, in accordance with the Contract Documents. The Agreement Price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in quantities, if bid on a unit-price basis in the Bid Form, which shall be verified by Engineer. The Agreement Price expressly includes all labor, materials, equipment, and services required by, incidental to, or reasonably inferable from the Work required by this Agreement as necessary to achieve the Owner's intended use for the Project.

PART 5 CONTRACT TIME

Contractor shall commence performance on the Project within ten (10) days after receipt of written Notice to Proceed. The Contractor will achieve Substantial Completion (as that term is defined in the General Conditions) of the entire Work **within 100 calendar days from Notice to Proceed.**

A. Owner and Contractor recognize that TIME IS OF THE ESSENCE of this Agreement and that Owner will suffer financial loss if Project is not substantially completed within the time specified in Part 5 A., above, plus any extensions thereof granted by Owner in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if Project is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall be liable to Owner for liquidated damages until Substantial Completion of the entire Work has been achieved, at the following rates: \$1,000 per day.

B. Nothing herein or otherwise shall limit Owner's rights under the Contract Documents for any matter other than delay, including (but not limited to) Owner's rights in the event of termination, or Owner's right to pursue a claim for damages due to defective or non-conforming Work or for Contractor's breach of contract. For the avoidance of doubt, nothing herein shall impair or limit Owner's rights to indemnity and defense under the Contract Documents.

PART 6 PAYMENT PROCEDURES

A. On or before the twenty-fifth (25th) day of each month, Contractor shall submit an Application for Payment for the preceding month, in accordance with the General Conditions. Applications for Payment will be reviewed and processed by Engineer and Owner's Representative as provided in the General Conditions.

B. Subject in all events to the following retainage provisions and the other rights of the Owner to retain amounts, Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Owner's Representative, by the 15th day of the second month after which the Application for Payment is submitted (the "**Due Date**").

1. If, in the opinion of the Owner, the Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent (95%) of the calculated value of

completed Work, less the aggregate payments previously made. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. Subject to the foregoing, the withheld percentage of the Agreement Price will be retained until the following occurs: (a) within 60 days following the date of Substantial Completion, 50% of any sums retained shall be released; and (b) upon Final Completion, the remaining retained amounts shall be released, but in all events no later than the date of final payment in accordance with subsection 3 below and in accordance with the Contract Documents. Progress payments shall not constitute final acceptance of the Work.

2. Payments will be made for materials stored on-site in accordance with Part 14.01 B of the General Conditions.

3. Following Final Completion and upon the resolution of all claims, if any, filed pursuant to Section 38-26-107, C.R.S., Owner shall make final payment, including release of any remaining retainage, to Contractor as recommended by Engineer, and in accordance with the Contract Documents and Section 38-26-107, C.R.S., within sixty (60) days.

C. Contractor acknowledges that the Project is a public project that is subject to 38-26-101 et seq., C.R.S. ("**Contractor's Bonds and Lien on Funds**"), and therefore, Contractor acknowledges that the Project is not subject to 38-22-101 et seq., C.R.S. ("**General Mechanics' Liens**"). Nevertheless, to the extent that any portion of the Project, the underlying property, or the improvements thereon, is/are subject to the assertion of a mechanic's lien under the General Mechanic's Liens statute, then Contractor hereby forever waives and releases any and all rights, which may now or heretofore exist or accrue, to record a lien thereon for any work or services performed, materials or equipment furnished, or labor supplied, regardless of whether such services, work, materials, equipment, or labor were required by the Contract Documents, to the maximum extent allowable by law. Contractor further agrees that all debts owed by Contractor to any third party relating to the goods or services covered by this waiver of lien rights have been paid or will be timely paid. Apart from their right to timely and properly assert claims against the Performance Bond or Labor and Materials Payment Bond required hereunder or under C.R.S. § 38-26-106, the sole remedy of Contractor's subcontractors and suppliers, and any other person, as defined in section 2-4-401(8), C.R.S., that has furnished labor, materials, sustenance, or other supplies used or consumed by a contractor

or his or her subcontractor in or about the performance of the work contracted to be done or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the work whose claim therefor has not been paid by the contractor or the subcontractor, as against the Owner, the Project, the underlying property, or the improvements thereon, shall be to file a verified statement of claim before the time of final settlement pursuant to C.R.S. § 38-26-107. No Subcontractor, laborer, supplier, nor any other person for whom Contractor is responsible in connection with this Agreement shall have the right to lien the Project or the real property underlying the Project, any such rights being expressly waived.

D. Contractor agrees to require each of its Subcontractors and suppliers (at all tiers) to expressly incorporate Part 6, Subparagraph C of this Agreement into their respective subcontracts and/or purchase orders, with the word "Contractor" being substituted for the name of such Subcontractor and/or supplier. This obligation shall represent a material term of this Agreement. Upon Owner's written request, Contractor shall provide copies of its subcontracts and/or purchase orders (whether executed or unexecuted) to Owner. Owner reserves the right (but not the obligation) to verify that such subcontracts and/or purchase orders expressly incorporate the acknowledgments, waivers, and releases of Part 6, Subparagraph C of this Agreement.

E. Contractor shall defend, indemnify, and hold harmless the Owner, from and against any and all General Mechanics' Liens recorded by Contractor, or by any Subcontractors engaged by Contractor, directly or indirectly, for any work or services performed, materials or equipment supplied, or labor furnished in relation to or arising out of this Agreement.

PART 7 DEFAULT

7.01 If any of the events or circumstances described in Section 7.02 occur, and the Contractor fails within a seven (7) calendar day period after receipt of notice from the Owner to commence and continue correction of such events or circumstances with diligence and promptness, the Owner may, without prejudice to other remedies in the Contract Documents, in equity, or at law, undertake any of the remedies described in Section 7.03.

7.02 Without limiting any other right, remedy, or term under the Contract or at law, any one or more of the following shall constitute a default or an event of default by the Contractor:

A. The Contractor fails or refuses to comply with or perform, in whole or in part, any term, requirement, or condition of the Agreement or the Contract Documents;

B. The Contractor fails to pay or cause to be paid (as applicable) any of its Subcontractors, other subtiers of any level, supervisory staff, or work force, or for any materials, labor, equipment, or other expenses incurred in the performance of the Work, when such payments are due and in accordance with the respective agreements requiring such payment and/or any and all applicable laws requiring the same, including (without limitation) C.R.S. § 24-91-103(2);

C. The Contractor becomes insolvent, makes or attempts to make any assignment for the benefit of creditors, commences any proceeding in bankruptcy, or any such proceedings are commenced against it and are not discharged within thirty days of such commencement;

D. The Contractor abandons any or all of the Work, or reduces its management, supervisory staff, or work force to a level that may not allow the Contractor to maintain the appropriate progression of the Work according to the Project Schedule and/or the otherwise appropriate provision of services or the Work for the timely and proper completion of the Project, as determined by the Owner (including services during pre-construction as well as during construction), and including without limitation Work being performed prior to Substantial Completion as well as following Substantial Completion and until all Punch List items are complete and the Project achieves Final Completion;

E. The Contractor fails to remedy any defective Work necessary to achieve Final Completion;

F. The Contractor fails to perform this Agreement or the Work in accordance with applicable laws, ordinances, codes, statutes, rules and regulations, or the lawful orders of any governmental authorities having jurisdiction over the Project; or

G. Contractor is otherwise in breach of any material term(s) of the Contract Documents.

7.03

If the Contractor is ever in default or an event of default exists the Owner may, without limiting any other right, remedy, or term under the Contract or at law, elect to do any one or more of the following:

A. Issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, provided that the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity;

B. Direct the Contractor to comply with the terms of the Agreement and/or Contract Documents;

- C. Direct the Contractor to remove any defective or hazardous material or Work which the Contractor controls, which the Contractor shall do at its sole cost;
- D. Accept any non-conforming work or materials, in which event the Owner shall be entitled to a reduction in Agreement Price for the reduced value thereof;
- E. Make payments directly to Subcontractors, other subtiers of any level, supervisory staff, or work force, to satisfy the Contractor's obligations for any materials, labor, equipment, or other expenses incurred in the performance of the Work;
- F. Withhold any further payments to the Contractor or to any Subcontractor until the cause for the default or the event of default is cured to the satisfaction of the Owner;
- G. Terminate the Contract pursuant to Section 15.02 of the General Conditions;
- H. Engage separate contractors to perform, repair, or complete the Work required by the Contract Documents, or to perform Contractor's warranty obligations under the Contract Documents; and/or
- I. Exercise any other action or seek any other remedy to which the Owner may be entitled under the Contract Documents, at law, or in equity.

7.04 The Owner's choice of a remedy under Section 7.03 hereof shall not be construed or interpreted as a waiver of any other rights or remedies provided to the Owner under the Contract Documents, at law, or in equity, against the Contractor, its surety, or any other party. Owner, at its option, may choose more than one remedy or choose one or more particular remedies at different times, without prejudice to any other remedies, and Owner may exercise any remedies in any sequence or combination.

7.05 The Contractor shall pay, immediately upon demand, all costs, losses, damages, and expenses, including, without limitation, all administrative, management, overhead, and other costs and expenses, as well as all reasonable attorneys' fees, costs, and expenses (collectively, "Default Costs"), incurred by the Owner in connection with any default by the Contractor or exercise of any right or remedy upon the Contractor's default. Payment shall be due immediately upon Contractor's receipt of written demand, and interest shall accrue at a rate of 1.5% per month on any amounts not paid by Contractor within thirty (30) days. If the Contractor does not pay the Default Costs immediately, the Owner may deduct them from any unpaid portion of the Contract Sum and the Agreement Price, including (without limitation) any retainage.

PART 8 CONTRACTOR'S REPRESENTATIONS

A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor is familiar with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of Project.
2. Contractor has carefully studied the Site and has performed all necessary investigations, tests, and subsurface investigations to define the latent physical conditions of the construction Site affecting cost, progress, or performance of Project.
3. Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as Contractor deems necessary for the performance of Project at the Agreement Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. Contractor has given Engineer and Owner's Representative written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

PART 9 OWNER'S REPRESENTATIONS

A. Owner makes the following representations:

1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.
2. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made or unless

such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

PART 10 MISCELLANEOUS

A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.

B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.

D. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.

E. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.

F. None of the remedies provided to either party under the Contract Documents shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be

enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

G. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

H. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.

I. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.

J. Unless otherwise expressly provided, any reference herein to "days" shall mean calendar days. All times stated in the Contract Documents are of the essence.

K. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signatures appear on following pages)

CONTRACTOR:

By: _____
Title: _____
Address: _____
Phone: _____

CONTRACTOR'S LICENSE NO.: _____
AGENT FOR SERVICE OF
PROCESS: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My commission
expires: _____

Notary Public

END OF SECTION

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto the Prairie Center Metropolitan District No. 3, as Obligee, in the sum of \$ _____, for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed an Owner-Contractor Agreement dated _____, for the construction of the _____ (hereinafter "**Contract**"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a **One (1) year** warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) funds sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the City of Brighton, Colorado, grants final acceptance of the improvements constructed in accordance with and under the Contract Documents. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signatures appear on following pages)

Signed this ____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

By: _____
Its: _____

[SEAL]

Address:

Surety

ATTEST:

(Surety) Secretary

By: _____
Its: _____

[SEAL]

Address:

By: _____
Attorney-in-Fact

(Address)

NOTE: This Bond is given under and subject to the provisions of Section 38-26,101 et seq., C.R.S. This bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

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

(Power of Attorney Attached)

Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto Prairie Center Metropolitan District No. 3, as Obligee, in the penal sum of _____ Dollars (\$ _____), together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated _____, for the construction of the _____ (hereinafter "**Contract**"), which is by reference made a part hereof.

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

1. A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.

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

- a) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.
- b) After the expiration of **one (1) year** following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.
- d) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.
- e) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of statutory claims which may be filed of record for the Project, whether or not the claim or the amount of such claim be presented under and against this Bond.

Signed this ____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

By: _____
Its: _____

[SEAL]

Address:

Surety

ATTEST:

(Surety) Secretary

By: _____
Its: _____

[SEAL]

Address:

By: _____
Attorney-in-Fact

(Address)

NOTE: This Bond is given under and subject to the provisions of Section 38-26-101 et. seq., C.R.S., and must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute Bond.

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

(Power of Attorney Attached)

END OF SECTION

NOTICE OF AWARD

Brighton, Colorado
Date: February 23rd, 2024

TO: Fiore and Sons, Inc.

PROJECT:

The Owner, having duly considered the Bid Form submitted on **February 22nd, 2024**, for the Work covered by the Contract Documents titled "Retail 4 – Roads, Utilities and Landscaping" in the amount of **NINE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED THIRTY THREE DOLLARS AND TWENTY TWO CENTS (\$959,433.22)**, along with Force Accounts in the amount of **ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED SIXTY THREE DOLLARS AND SEVENTY CENTS (\$114,963.70)**, and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

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

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

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

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

Prairie Center
Metropolitan District No. 3

By: _____
Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 20____.

CONTRACTOR

By: _____
Title: _____

END OF SECTION

NOTICE TO PROCEED

_____, Colorado
Date: _____

TO: Fiore and Sons, Inc.
80 E. 62nd Ave.
Denver, CO 80216
(303) 429-8893

You are hereby authorized to proceed on _____, 20____, or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Engineer forty-eight (48) hours before starting work.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

By: _____
Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 20____.

CONTRACTOR

By: _____
Title: _____

END OF SECTION

CHANGE ORDER

Project: Retail 4 – Roads, Utilities and Landscaping
Date of Issuance: _____

Owner: **PRAIRIE CENTER METROPOLITAN DISTRICT, NO. 3**
Change Order No.: _____
Address: **141 UNION BLVD. SUITE 150, LAKEWOOD, CO 80228**

Contractor: _____

Owner's Representative: _____

You are directed to make the following changes in the Contract Documents:

Description: _____

Purpose of Change Order: _____

Attachments (List Documents Supporting Change): _____

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$

Previous Change Orders:
Order:

No. _____ to No. _____

\$

Contract Price Prior to this Change Order:
Change Order:

\$

CHANGE IN CONTRACT TIME:

Original Contract Time:

(days or dates)

Net Change from Previous Change

(days)

Contract Time Prior to this

(days or date)

Net Increase of this Change Order:
Order:

\$

Net Decrease of this Change Order:
Order:

\$

Net Change of this Change Order:
Order:

\$

Contract Price with All Approved Change Orders:

\$

Net Increase of this Change

(days)

Net Decrease of this Change

(days)

Net Change of this Change

(days)

Contract Time with all Approved Orders:

(days or date)

RECOMMENDED:

BY: _____
Engineer

APPROVED:

By: _____
Owner

APPROVED:

By: _____
Contractor

END OF SECTION

NOTICE OF FINAL PAYMENT

NOTICE is hereby given that the **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3** of _____ County, Colorado, will make final payment at _____, Colorado, on _____, 20____, at the hour of _____.m. to _____ of _____, of _____, Colorado for all work done by said Contractor(s) in construction or work on the Retail 2 – Roads, Utilities and Off-site Drainage project, performed within the City of Brighton, County of Adams, State of Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefor has not been paid by the contractors or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid, and an account of such claim, to Prairie Center Metropolitan District No. 3, _____ on or before the date and time hereinabove shown for final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release Prairie Center Metropolitan District No. 3, its directors, officers, agents, and employees, of and from any and all liability for such claim.

**BY ORDER OF THE BOARD OF DIRECTORS
PRAIRIE CENTER METROPOLITAN DISTRICT, NO. 3**

By: /s/ _____
Secretary

First Publication: _____, 20____

Last Publication: _____, 20____

(Name of Newspaper)

END OF SECTION

SUPPLEMENTARY CONDITIONS

PART 2 SCHEDULES

L. Schedules required by Part 14.01 A may be handwritten, in graphic or text form.

WARRANTY START DATE

The effective start date of the **one year** warranty period is the date that the City of Brighton, Colorado, grants initial acceptance of the improvements. (See General Conditions Part 14.10 A).

END OF SECTION

ADDENDA AND MODIFICATIONS

NUMBER _____

DATE _____

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of this Section 00900, made a part of the Project Manual for Prairie Center Metropolitan District No. 3 dated _____, 20____, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidders acceptance of the conditions herein set forth. This Section 00900 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

1.03 MODIFICATIONS TO SPECIFICATIONS

A. PAGE _____, SECTION _____ "_____", PART _____
"_____", PARAGRAPH _____:

1.05 MODIFICATIONS TO SPECIFICATIONS

B. SHEET _____ OF _____
"_____":

ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this _____ day of 20_____.

Name of Bidder

Authorized Officer

Title

ADDENDUM NO. __

END OF SECTION

**Exhibit A
Prairie Center
Retail 4 Project
District Improvements
Bid Schedule B**

Redland Construction Plans

ITEM	UNIT	QUANTITY	UNIT PRICE	COST	Contractor Discrepancy Quantity
Demolition					
Sawcut	LF	256	\$2.62	\$ 670.72	
Demo Existing Asphalt and Concrete	SY	85	\$22.62	\$ 1,922.70	
Demo Existing Curb	LF	209	\$11.14	\$ 2,328.26	
			Subtotal	\$ 4,921.68	
Grading					
Clear & Grub	AC	0.5	\$1,300.48	\$ 585.22	
Topsoil Strip (3" Depth)	CY	255	\$4.30	\$ 1,096.50	
Overlot Cut to Fill (Cut Excavation Complete in Place)	CY	862	\$4.57	\$ 3,939.34	
Street Subex & Replace (36" Depth below ABC)	CY	3,985	\$5.63	\$ 22,435.55	
			Subtotal	\$ 28,056.61	
Sanitary Sewer					
Connect to Existing Main	EA	1	\$4,531.33	\$ 4,531.33	
8" SDR-35 PVC	EA	450	\$71.32	\$ 32,094.00	
4' Dia. Manhole	EA	3	\$5,970.01	\$ 17,910.03	
4' Dia. Drop Manhole (Drop = less than 24")	EA	1	\$7,918.39	\$ 7,918.39	
			Subtotal	\$ 62,453.75	
Water					
Connect to Existing Main	EA	2	\$7,362.61	\$ 14,725.22	
Fire Hydrant Assembly (All Depths)	EA	4	\$6,377.85	\$ 25,511.40	
6" CL-52 DIP (Hydrant Lateral)	LF	102	\$90.81	\$ 9,262.62	
8" C-900 CL 150	LF	644	\$83.40	\$ 53,709.60	
8" - 11 1/4° Bend w/ Kick Block	EA	1	\$811.50	\$ 811.50	
8" - 22.5° Bend w/ Kick Block	EA	1	\$840.97	\$ 840.97	
8" - 45° Bend w/ Kick Block	EA	4	\$848.66	\$ 3,394.64	
8" Cross Fitting	EA	1	\$1,402.19	\$ 1,402.19	
8" Tee Fitting	EA	1	\$1,250.99	\$ 1,250.99	
8" x 6" Tee Fitting	EA	7	\$1,097.24	\$ 7,680.68	
6" Gate Valve	EA	7	\$2,139.41	\$ 14,975.87	
8" Gate Valve	EA	7	\$3,149.08	\$ 22,043.56	
Water Lowerings	EA	2	\$6,447.67	\$ 12,895.34	
2" Temporary Blowoff	EA	1	\$4,465.66	\$ 4,465.66	
			Subtotal	\$ 172,970.24	
Non-Potable Water					
Connect to Existing Main	EA	1	\$3,980.37	\$ 3,980.37	
4" PVC C-900	LF	374	\$60.47	\$ 22,615.78	
4" - 11 1/4° Bend w/ Kick Block	EA	3	\$2,242.78	\$ 6,728.34	
4" - 22 1/2° Bend w/ Kick Block	EA	3	\$803.40	\$ 2,410.20	
4" - 45° Bend w/ Kick Block	EA	3	\$506.29	\$ 1,518.87	
4" x 4" Tee Fitting	EA	1	\$886.84	\$ 886.84	
4" Gate Valve	EA	3	\$1,974.12	\$ 5,922.36	
Water Lowerings	EA	2	\$4,985.00	\$ 9,970.00	
2" Blow off	EA	1	\$3,147.20	\$ 3,147.20	
			Subtotal	\$ 57,179.96	

**Exhibit A
Prairie Center
Retail 4 Project
District Improvements
Bid Schedule B**

Redland Construction Plans

Storm Sewer

Connect to Existing Main (Remove Type D Inlet)	EA	1	\$3,204.64	\$ 3,204.64
18" RCP	LF	65	\$117.10	\$ 7,611.50
30" RCP	EA	438	\$162.90	\$ 71,350.20
30" RCP FES (w/ 20 SY of 9" Rip Rap - 2' Deep)	EA	1	\$8,519.25	\$ 8,519.25
30" RCP PLUG	EA	1	\$715.20	\$ 715.20
5' Dia. Manhole	EA	3	\$5,411.93	\$ 16,235.79
6' Dia. Manhole	EA	3	\$6,410.00	\$ 19,230.00
5' Type R Inlet	EA	2	\$6,884.40	\$ 13,768.80
10' Type R Inlet	EA	1	\$10,684.24	\$ 10,684.24
			Subtotal	\$ 151,319.62

Concrete Flatwork

Type 2 Curb and Gutter (2' Vertical Catch Curb)	LF	1,261	\$35.06	\$ 44,210.66
Type 2 Curb and Gutter (1' Vertical Catch Curb)	LF	218	\$29.52	\$ 6,435.36
Type 2 Curb and Gutter (1' Vertical Spill Curb)	LF	219	\$29.52	\$ 6,464.88
8' Concrete Crosspan	EA	1	\$21,165.71	\$ 21,165.71
Handicap Ramp	EA	8	\$2,305.87	\$ 18,446.96
6' Concrete Walk (6" Thick)	SF	986	\$8.15	\$ 8,035.90
			Subtotal	\$ 104,759.47

Asphalt

Subgrade Prep	SY	2,880	\$5.85	\$ 16,848.00
Aggregate Base Course (14" Section)	SY	2,880	\$30.60	\$ 88,128.00
Asphalt (7" Section) (Revised from 9")	SY	1,866	\$48.50	\$ 90,501.00
Asphalt Patching	SY	45	\$175.00	\$ 7,875.00
Manhole Adjustments	EA	7	\$850.00	\$ 5,950.00
Valve Box Adjustments	EA	14	\$400.00	\$ 5,600.00
			Subtotal	\$ 214,902.00

Signage and Striping

Stop Sign (R1-1) with R3-5	EA	3	\$415.82	\$ 1,247.46
Pedestrian Crossing (W11A-2)	EA	2	\$415.82	\$ 831.64
Permanent Type 3 Barricades	EA	2	\$887.09	\$ 1,774.18
8' x 2' Crosswalk Bar	EA	36	\$304.94	\$ 10,977.84
			Subtotal	\$ 14,831.12

Landscaping

Concrete Paving (4" Depth)	SF	2,116	\$7.88	\$ 16,674.08
Steel Edger (3/16" x 6")	SF	292	\$8.75	\$ 2,555.00
Rock Mulch Type 1	SF	1,455	\$4.64	\$ 6,751.20
Crusher Fines	SF	1,116	\$5.49	\$ 6,126.84
Rip Rap	SF	624	\$11.71	\$ 7,307.04
Landscap Boulder	EA	5	\$580.48	\$ 2,902.40
			Subtotal	\$ 42,316.56

Overall

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
Mobilization	LS	1	\$73,733.35	\$ 73,733.35
Bonds and Insurance	LS	1	\$16,239.15	\$ 16,239.15
Traffic Control	LS	1	\$15,749.71	\$ 15,749.71
			Subtotal	\$ 105,722.21

TOTAL - BID SCHEDULE B - DISTRICT \$ 959,433.22

**Exhibit A
Prairie Center
Retail 4 Project**

Force Accounts

Redland Construction Plans

ITEM	UNIT	QUANTITY	UNIT PRICE*	COST	Contractor Discrepancy Quantity
Force Accounts					
(Items to Establish a Unit Price)					
(*) Potholing (as needed due to unforeseen conditions)	EA	10	\$500.22	\$ 5,002.20	
(*) 1.5" Stabilization Rock (Crushed)	CY	50	\$106.74	\$ 5,337.00	
(*) 4" Stabilization Rock (Ballast or Crushed)	CY	50	\$116.94	\$ 5,847.00	
(*) CDOT Class 6 Stabilization Rock	CY	50	\$83.81	\$ 4,190.50	
(*) Muck Excavation	CY	500	\$52.79	\$ 26,395.00	
(*) Dewatering	HR	100	\$408.92	\$ 40,892.00	
(*) Earthwork Import	CY	500	\$33.57	\$ 16,785.00	
(*) Earthwork Export	CY	500	\$21.03	\$ 10,515.00	
			Subtotal	\$ 114,963.70	

AMENDMENT TO AMENDED AND RESTATED TRUST INDENTURE

Dated as of [_____], 2024

between

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

and

UMB BANK, N.A.
as Trustee

Concerning Certain Amendments to the Amended and Restated Trust Indenture dated as of
October 1, 2017

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This **AMENDMENT** dated as of [_____], 2024 (referred to herein as the “**Amendment**”), between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3** (the “**Issuer**”), a quasi-municipal corporation and political subdivision of the State of Colorado and **UMB BANK, N.A.**, Denver, Colorado as Trustee (the “**Trustee**”) amends the Amended and Restated Trust Indenture dated as of October 1, 2017 between the Issuer and the Trustee (the “**2017 Indenture**” and, together with this Amendment referred to as the “**Indenture**”).

RECITALS

WHEREAS, capitalized terms used and not defined in these Recitals shall have the meanings assigned to them in Article I hereof; and

WHEREAS, the Issuer was formed pursuant to C.R.S. §32-1-101 *et seq.*, as amended, by order of the District Court, County of Adams, State of Colorado entered on May 22, 2006 and recorded on June 6, 2006, and after approval of the eligible electors of the Issuer at an organizational election held May 2, 2006 (the “**2006 Election**”), for the purpose of assisting in the financing and development of a mixed-use development of certain property located in the Service Area, as such area is generally depicted in Exhibit C to the Service Plan (as defined herein); and

WHEREAS, the City Council approved the Prairie Center Metropolitan District No. 3 First Amended and Restated Service Plan, dated November 4, 2008, as modified on April 14, 2013 (the “**Service Plan**”), which provides certain parameters for the financing of Public Improvements within and without the Service Area; and

WHEREAS, the Issuer is authorized pursuant to the Special District Act and the Supplemental Act to issue revenue bonds for any of its corporate purposes and, pursuant to their respective service plans, the Issuer and all other Districts (together with Prairie Center Metropolitan District No. 1), collectively, are authorized to issue indebtedness to finance the construction of Public Improvements in an aggregate amount not to exceed \$750,000,000; and

WHEREAS, at the 2006 Election, the eligible voters of the Issuer authorized the issuance by the Issuer of indebtedness for the infrastructure categories and in the amounts set forth in the table in the Recitals of the 2017 Indenture, the questions relating thereto being set forth in Exhibit C to the 2017 Indenture; and

WHEREAS, pursuant to a Trust Indenture dated as of December 1, 2006 between the Issuer and American National Bank, Denver, Colorado, as predecessor in interest to the Trustee, as was subsequently amended and supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2007, that certain Second Supplemental Trust Indenture dated as of March 1, 2009, that certain Third Supplemental Trust Indenture dated as of October 1, 2009, and that certain Fourth Supplemental Trust Indenture dated as of September 1, 2010 (together, the “**2006 Indenture**”), the Issuer issued its:

- (i) “Prairie Center Metropolitan District No. 3 Limited Property Tax Supported Primary Improvements Revenue Bonds, Series 2006A” in the aggregate principal amount of \$34,545,000 (the “**Series 2006A Bonds**”) for the purpose of defraying the cost of all or a portion of the Primary Improvements Project,

- (ii) “Prairie Center Metropolitan District No. 3 Limited Property Tax Supported District Improvements Revenue Bonds, Series 2006B” in the aggregate principal amount of \$1,815,000 (the “**Series 2006B Bonds**” and, collectively with the Series 2006A Bonds, the “**Series 2006 Bonds**”) for the purpose of defraying the cost of all or a portion of the District Improvements Project,
- (iii) “Prairie Center Metropolitan District No. 3 Subordinate Limited Property Tax Supported Primary Improvements Revenue Bonds, Series 2007A” in the aggregate principal amount of \$40,610,000 (the “**Series 2007A Subordinate Bonds**”), for the purpose of defraying the cost of all or a portion of the Primary Improvements Project, and
- (iv) “Prairie Center Metropolitan District No. 3 Subordinate Limited Property Tax Supported District Improvements Revenue Bonds, Series 2007B” in the aggregate principal amount of \$2,905,000 (the “**Series 2007B Subordinate Bonds**” and, collectively with the Series 2007A Subordinate Bonds, the “**Series 2007 Subordinate Bonds**”), for the purpose of defraying the cost of all or a portion of the District Improvements Project; and

WHEREAS, in 2017, the Issuer and the Trustee entered into the 2017 Indenture which amended and restated the 2006 Indenture; and

WHEREAS, pursuant to the 2017 Indenture, the Issuer issued its:

- (i) “Prairie Center Metropolitan District No. 3 Limited Property Tax Supported Primary Improvements Revenue Refunding Bonds, Series 2017A” in the aggregate principal amount of \$47,095,000 (the “**Series 2017A Bonds**”) for the purposes of (a) currently refunding all of the Series 2006A Bonds, (b) funding the Senior Reserve Requirement for the Series 2017A Bonds, and (c) currently refunding a portion of the Series 2007A Subordinate Bonds in the principal amount of \$8,960,000, and
- (ii) “Prairie Center Metropolitan District No. 3 Limited Property Tax Supported District Improvements Revenue Refunding Bonds, Series 2017B” in the principal amount of \$2,180,000 (the “**Series 2017B Bonds**” and, collectively with the Series 2017A Bonds, the “**Series 2017 Bonds**”) for the purposes of (a) currently refunding all of the Series 2006B Bonds, (b) funding the Senior Reserve Requirement for the Series 2017B Bonds, and (c) currently refunding a portion of the Series 2007B Subordinate Bonds in the principal amount of \$650,000 and paying accrued and unpaid interest thereon; and

WHEREAS, the Series 2017A Bonds are currently outstanding in the aggregate principal amount of \$42,555,000, the Series 2017B Bonds are currently outstanding in the aggregate principal amount of \$1,965,000, the Series 2007A Subordinate Bonds are currently outstanding in the aggregate principal amount of \$31,650,000, and the Series 2007B Subordinate Bonds are currently outstanding in the aggregate principal amount of \$2,255,000; and

WHEREAS, the Series 2017 Bonds and other “**Senior Bonds**” are secured by a first lien on Pledged Revenue under the Indenture; and

WHEREAS, Section 12.01(p) of the 2017 Indenture provides that the 2017 Indenture may be amended or supplemented at any time and from time to time, without the consent of or notice to the Bondholders or Consent Parties, by a Supplemental Indenture between the Issuer and the Trustee, to modify, alter, amend or supplement the 2017 Indenture in any respect which is not materially adverse to the Bondholders; and

WHEREAS, the Issuer and the Trustee have determined and hereby determine to enter into this Amendment to amend certain provisions of the 2017 Indenture regarding the issuance of Additional Senior Bonds; and

WHEREAS, Section 12.02 the 2017 Indenture provides that except as provided in Section 12.01 any modification or amendment of the 2017 Indenture may only be made by a Supplemental Indenture with the written consent of the Consent Parties with respect to not less than a majority in aggregate principal amount of all Senior Bonds Outstanding and not less than a majority in aggregate principal amount of all Subordinate Obligations Outstanding (if all Series of Senior Bonds and all Series of Subordinate Obligations are equally affected by such amendment) or with respect to a majority in aggregate principal amount of each Series of such Bonds then Outstanding (if all Series of Senior Bonds and the Subordinate Obligations are not equally affected by such amendment) affected by such amendment; and

WHEREAS, Section 12.02 of the 2017 Indenture further provides that for the purposes of that Section, a Series of Bonds shall be deemed to be affected by a modification or amendment of the 2017 Indenture if the same materially adversely affects or diminishes the rights of the Owners of Bonds of such Series and that the Trustee may in its discretion determine whether or not, in accordance with the powers of amendment set forth in the 2017 Indenture, Bonds of any particular Series would be affected by any modification or amendment of the 2017 Indenture and any such determination shall be binding and conclusive on the Issuer and all Owners and Consent Parties; and

WHEREAS, the Trustee has determined that the Senior Bonds (currently consisting of only the Series 2017 Bonds) would not be affected by the amendments of the 2017 Indenture set forth in this Amendment and, therefore, such amendments do not require the written consent of a majority in aggregate principal amount of all Senior Bonds Outstanding; and

WHEREAS, the Trustee has determined that the Subordinate Obligations (currently consisting only of the Series 2007 Subordinate Bonds) would be affected by the amendment of the 2017 Indenture set forth in this Amendment and, therefore, such amendment requires the written consent of a majority in aggregate principal amount of all Subordinate Obligations Outstanding, and, in satisfaction thereof, THF Prairie Center Development, L.L.C. as the current Owner of all of the Outstanding Series 2007 Subordinate Bonds, has consented to such amendment set forth in this Amendment as evidenced by its written Consent and Waiver attached hereto as **Exhibit A**; and

WHEREAS, the execution and delivery of this Amendment has been duly authorized by a resolution duly adopted by the Board; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I.

CONFIRMATION AND DEFINITIONS

Section 1.01. Confirmation of 2017 Indenture

The 2017 Indenture is in all respects ratified and confirmed, and the 2017 Indenture, as hereby amended, shall be read, taken and construed as one and the same instrument so that, except as expressly amended by this Amendment, all of the rights, remedies, terms, conditions, covenants and agreements of the 2017 Indenture shall apply and remain in full force and effect with respect to this Amendment.

Section 1.02. Definitions

Words and terms defined in the recitals hereof or in the 2017 Indenture, as hereby supplemented, shall have the same meanings herein or therein assigned to them, unless the context or use indicates another meaning or intent.

ARTICLE II.

AMENDMENTS

Section 2.01. Specific Amendments to the 2017 Indenture

(a) Section 3.02(a) of the 2017 Indenture is hereby amended by restating such subsection in its entirety to read as follows:

“(a) No Unpaid Debt Service. The Issuer shall have made all payments of debt service on the Outstanding Senior Bonds required by Article V hereof during the twenty-four calendar months immediately preceding the issuance of such Senior Bonds; and”

ARTICLE III.

MISCELLANEOUS PROVISIONS

Section 3.01. Supplemental Indenture

This Amendment shall constitute a Supplemental Indenture for purposes of the 2017 Indenture.

Section 3.02. No Personal Recourse

No recourse shall be had for any claim based on this Indenture against any member, director, officer, agent or employee, past, present or future, of the Issuer or of any successor bodies, as such, either directly or through the Issuer or any such successor body, under any constitutional

provision, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise.

Section 3.03. No Rights Conferred on Others

Nothing herein contained shall confer any right upon any person other than the parties hereto and the Owners of the Bonds.

Section 3.04. Illegal, etc. Provisions Disregarded

In case any provision in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, this Amendment shall be construed as if such provision had never been contained herein.

Section 3.05. Successors and Assigns

All the covenants, promises and agreements in this Amendment contained by or on behalf of the Issuer, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 3.06. Headings for Convenience Only

The descriptive headings in this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 3.07. Counterparts

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.08. Applicable Law

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

Section 3.09. Electronic Execution.

The parties agree that any individual or individuals who are authorized to execute or consent to this Amendment or any consent relating thereto on behalf of the Issuer, the Trustee or any Owner are hereby authorized to execute the same electronically. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Amendment or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3** has caused this Amendment to be executed by its President and its corporate seal to be hereunto affixed and attested to by the Secretary, and **UMB BANK, N.A.**, as Trustee, has caused this Amendment to be executed by its duly authorized officer, all as of the day and year first above written, all as of the day and year first above written.

[S E A L]

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

Attest:

By _____
Michael Tamblyn, President

_____, Secretary

UMB BANK, n.a.,
as Trustee

By _____
Authorized Officer

EXHIBIT A
CONSENT AND WAIVER OF SERIES 2007 SUBORDINATE BONDS OWNER
[TO BE ATTACHED]

CONSENT AND WAIVER OF OWNER OF SERIES 2007 SUBORDINATE BONDS

March [___], 2024

The undersigned is a duly acting officer of THF Prairie Center Development, L.L.C. (“**THF Development**”) authorized to execute and deliver this Consent and Waiver on behalf of THF Development. The undersigned hereby executes this Consent and Waiver in connection with the amendment of the Amended and Restated Trust Indenture dated as of October 1, 2017 (the “**2017 Indenture**”) between Prairie Center Metropolitan District No. 3, in the City of Brighton, Colorado (the “**Issuer**”) and UMB Bank, n.a., as trustee (the “**Trustee**”), pursuant to the Amendment to Amended and Restated Trust Indenture dated [____], 2024 (the “**Amendment**”) and, together with the 2017 Indenture, the “**Indenture**”) between the Issuer and the Trustee.

The undersigned hereby states on behalf of THF Development that:

- (i) THF Development is the sole Owner of all of the \$40,610,000 Prairie Center Metropolitan District No. 3 Subordinate Limited Property Tax Supported Primary Improvements Revenue Bonds, Series 2007A, outstanding as of the date hereof in the aggregate principal amount of \$31,650,000, and \$2,905,000 Prairie Center Metropolitan District No. 3 Subordinate Limited Property Tax Supported District Improvements Revenue Bonds, Series 2007B outstanding as of the date hereof in the aggregate principal amount of \$2,255,000 (collectively, the “**Subordinate 2007 Bonds**”);
- (ii) Pursuant to Section 12.02 of the 2017 Indenture, THF Development hereby consents to the execution by the Issuer and the Trustee of the First Supplemental Indenture, a final form of which has been provided to THF Development prior to the execution of this Consent and Waiver; and
- (iii) THF Development hereby acknowledges that Ballard Spahr LLP, bond counsel to the Issuer, has not been engaged by the Issuer or THF Development to evaluate the effect, if any, of the Amendment on the exclusion from gross income of the interest on the Subordinate 2007 Bonds or to provide an opinion regarding the same and therefore THF Development hereby waives the requirement of Section 12.02 of the 2017 Indenture that before the Issuer and the Trustee enter into any Supplemental Indenture pursuant to Section 12.02 of the 2017 Indenture, there shall have been delivered to the Trustee an opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the exclusion from gross income of the interest on the Tax-Exempt Bonds for federal income tax purposes.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THF Development hereby agrees to defend, indemnify and hold harmless the Issuer against any claim that may be brought by any third party arising from or related to the Issuer’s execution of the Amendment to the Amended and Restated Indenture with respect to the amendments of, and modifications to, the Amended and Restated Indenture contained therein.

The undersigned acknowledges that the Issuer is relying on this Certificate and Waiver in connection with the execution and delivery of the Amendment to the Amended and Restated Indenture and hereby agrees that this Consent and Waiver is irrevocable.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Consent and Waiver as of the date first written above.

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

By: THF Prairie Center Investors, L.L.C., a Missouri
limited liability company, its Manager

By: Milan Green Management, L.L.C., its Manager

By: _____
Robert J. Jakubeck, Manager

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

AGREEMENT TITLE Master Service Agreement for Surveying Services
AGREEMENT NO. _____ **AGREEMENT DATE** 1/1/18 **TASK ORDER NO.** 003
CONSULTANT Aztec Consultants, Inc.

TASK ORDER REFERENCE: Task Order _____
TASK ORDER NAME: Prairie Center Retail 3/4 (see Exhibit A)
METRO DISTRICT PROJECT ENGINEER: Redland Consulting Group, Inc.
BASIS OF COMPENSATION: See Exhibit A, attached hereto and incorporated herein
SCHEDULE: TBD at direction of District

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>N/A</u>
Task Order Price – Task Order No.	003	\$ <u>\$29,900.00</u>
Total of Agreement Prices including this Task Order	\$	<u>N/A</u>

AGREEMENT TERMS AND CONDITIONS

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

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

APPROVALS REQUIRED:

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

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant Date

Authorized Agent Title

EXHIBIT A

(Task Order No. 003 to Master Service Agreement for Surveying Services)

Scope of Services

Control (CS)

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

GESC Measures (CS)

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

Grading Overlot (CS)

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

Sanitary Sewer (CS)

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

Waterline (CS)

- Provide one set of offset stakes for construction of the onsite waterlines.
- Stakes will be set on a predetermined offset from the mainline pipe and all fittings at intervals of 50 feet.
- Grades will be marked to top of pipe.
- Fire hydrants will have two offset stakes graded to top back of curb.
- Provide one set of offset stakes for each water service.

Irrigation Line (CS)

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

- Provide one set of offset stakes for each irrigation service.

Storm Sewer (CS)

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

Curb & Gutter (CS)

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

Dry Utilities (CS)

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

Property Corners (CS)

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

Miscellaneous Survey- see notes (CS)

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

Fee

The District agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. All amounts shown below are to be considered as lump sum fee(s), unless otherwise noted.

Item	Amount
Control (CS)	\$2,500.00
GESC Measures (CS)	\$2,000.00
Grading Overlot (CS)	\$4,000.00
Sanitary Sewer (CS)	\$2,000.00
Waterline (CS)	\$2,000.00
Irrigation Line (CS)	\$2,000.00
Storm Sewer (CS)	\$2,000.00
Curb & Gutter (CS)	\$4,400.00
Dry Utilities (CS)	\$2,000.00
Property Corners (CS)	\$2,000.00
Miscellaneous Survey- see notes (CS)	\$5,000.00
	Total
	\$29,900.00

Exclusions

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

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

Alleged Errors/Mistakes

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

General Terms

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