

**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 SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President	2022/May 2022
Mark A. Waggoner	Vice President/Treasurer	2023/May 2023
<i>VACANT</i>		2023/May 2023
<i>VACANT</i>		2022/May 2022
<i>VACANT</i>		2022/May 2022
Ann E. Finn	Secretary	

**DATE:            October 14, 2020**  
**TIME:           4:15 P.M.**  
**PLACE:          VIA Conference Call**

***DUE TO STATE AND LOCAL REGULATIONS AND CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL ATTENDANCE IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-261-8991 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 6168588.***

I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflict of Interest.

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B.        Approve Agenda; confirm location/manner of meeting and posting of meeting notices.

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C.        **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.

- Ratify approval of payment of claims for the period beginning June 23, 2020 through September 30, 2020 totaling \$206,329.67 (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. Discuss status of 2021 Budget.
- 

- B. Discuss status of PIF collection.
- 

IV. LEGAL MATTERS

- A. \_\_\_\_\_

V. CAPITAL IMPROVEMENTS

- A. Construction Status Report for the Prairie Center Retail 3 Project.
- 

VI. OPERATIONS

- A. Ratify approval of Service Agreement for Concrete and Asphalt Work between the District and Alliance Commercial Maintenance Services, Inc. (enclosure):

1. Asphalt Replacement (2'') - \$108,920.
- 

2. Asphalt Replacement (6'') - \$32,690.
- 

3. Concrete Work - \$28,042.
- 

- B. Consider approval of Service Agreement for Snow Removal Services between the District and Snow Pros, Inc. d/b/a Site Source Common Area Maintenance (enclosure).
-

VII. OTHER MATTERS

A. \_\_\_\_\_

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
DECEMBER 2, 2020 (BUDGET HEARING).**

# Prairie Center Metropolitan District No. 3

## Check List

All Bank Accounts

June 23, 2020 - September 30, 2020

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1493	06/23/20	CliftonLarsonAllen LLP	9,563.57
1494	06/23/20	Dodge Data & Analytics	629.30
1495	06/23/20	McGeady Becher, PC	5,849.00
1496	06/23/20	Metrowest Newspaper	248.76
1497	06/23/20	Omerta Storm Water Management	2,219.83
1498	06/23/20	Pinnacle Landscape & Xeriscape, Inc.	5,725.00
1499	06/23/20	Prairie Management LLC	3,000.00
1500	06/23/20	Snow Pros, Inc	20,176.25
1501	06/23/20	Special District Association	863.43
1502	06/23/20	Special District Mgmt. Services, Inc	1,063.49
1504	06/23/20	Utility Notification Center of CO	122.18
1505	06/23/20	Vargas Property Service	5,730.16
1506	07/14/20	Colorado Water Well	5,600.00
1507	07/14/20	Pinnacle Landscape & Xeriscape, Inc.	4,195.00
1508	07/14/20	Prairie Management LLC	3,000.00
1509	07/14/20	Snow Pros, Inc	9,680.20
1510	07/14/20	Special District Mgmt. Services, Inc	1,213.63
1511	07/14/20	Utility Notification Center of CO	128.14
1512	07/14/20	Vargas Property Service	7,522.66
1513	08/18/20	CliftonLarsonAllen LLP	14,837.14
1514	08/18/20	Colorado Lighting, Inc,	4,376.73
1515	08/18/20	McGeady Becher, PC	3,775.50
1516	08/18/20	Omerta Storm Water Management	710.00
1517	08/18/20	Pinnacle Landscape & Xeriscape, Inc.	1,225.00
1518	08/18/20	Prairie Management LLC	3,000.00
1519	08/18/20	Snow Pros, Inc	8,550.55
1520	08/18/20	Special District Mgmt. Services, Inc	2,570.62
1522	08/18/20	Utility Notification Center of CO	198.17
1523	08/18/20	Vargas Property Service	6,272.66
1524	08/18/20	WIPFLI	4,900.00
1525	09/21/20	CliftonLarsonAllen LLP	21,567.64
1526	09/21/20	McGeady Becher, PC	7,903.00
1527	09/21/20	Pinnacle Landscape & Xeriscape, Inc.	1,225.00
1528	09/21/20	Prairie Management LLC	3,000.00
1529	09/21/20	Snow Pros, Inc	5,450.00
1530	09/21/20	Special District Mgmt. Services, Inc	2,019.99
1531	09/21/20	Utility Notification Center of CO	128.14
1532	09/21/20	Vargas Property Service	8,316.90
ACH	08/25/20	United Power	5,093.28
ACH	09/24/20	United Power	5,597.12
ACH	06/23/20	United Power	7.93
ACH	07/08/20	City of Brighton	1,949.89
ACH	06/23/20	United Power	25.84
ACH	07/29/20	United Power	47.25
ACH	07/27/20	United Power	4,464.30
ACH	06/23/20	United Power	2,586.42
<b>Vendor Check Total</b>			<b>206,329.67</b>
<b>Check List Total</b>			<b>206,329.67</b>

Check count = 46

## SERVICE AGREEMENT FOR CONCRETE AND ASPHALT WORK

THIS SERVICE AGREEMENT FOR CONCRETE AND ASPHALT WORK (“**Agreement**”) is effective as of the \_\_\_\_ day of September, 2020, 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: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: [mmcgeady@specialdistrictlaw.com](mailto:mmcgeady@specialdistrictlaw.com)  
Attn: MaryAnn M. McGeady

To Consultant: Alliance Commercial Maintenance Services, Inc.  
1385 S. Huron Street  
Denver, CO 80223  
Phone: 833-462-5542  
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]**



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

Each Scope of Work is to be billed/invoiced separately according to the proposals (see attached proposals).

D3-47263-A for the amount of \$108,920

D3-47263-B for the amount of \$32,690

D3-47263-C for the amount of \$28,041



# Alliance

## Commercial Maintenance

1385 S. Huron St.  
Denver, CO 80223  
Ph: (844).462.5542

<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> D3-47263-A <b>Date:</b> 9/10/2020 <b>Estimator:</b> James Cunningham <b>Phone #:</b> 720-445-2833
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### Parking Lot Maintenance Asphalt 2" Milling & Repaving

Scope of Work	Total	Estimate
<b>Remove and Replace Asphalt</b> - 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 two (2) phases with additional phasing to be charged at Owners expense. Includes all premitting, traffic control plans, and bonding per city requirements. Includes new layout striping.	2"Mill & Repave  59220	\$ 108,920.00
<b>Total \$</b>		<b>108,920.00</b>

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:

**Prairie Center Metro Dist. No. 3**

Signature:

**Alliance Commercial Maintenance Services, Inc.**

**General Provisions:**

**Proposal #:**

**D3-47263-A**

- 1.) All work shall be completed in a professional manner in accordance with all building codes and applicable laws. Alliance Commercial Maintenance Services is a fully insured company.
- 2.) As to the extent required by law, all work shall be performed by licensed and authorized persons to perform such work.
- 3.) Alliance Commercial Maintenance Services, Inc. at its discretion may use subcontractors to perform work under this contract.
- 4.) Alliance Commercial Maintenance Services, Inc. shall furnish Owner appropriate waivers of lien, or releases, for all work performed or materials provided at the time payment is due, as requested by the Owner.
- 5.) Alliance Commercial Maintenance Services, Inc. agrees to remove all debris and leave the premises in "broom-clean" condition.
- 6.) In the event the Owner fails, or refuses, to pay any payment in full, or in good and sufficient funds when due, Alliance Commercial Maintenance Services, Inc. may cease work without breach of this contract pending full payment or resolution of such dispute. Additionally, failure to make payment within 10 days of the date of such payment is due, shall be deemed a material breach of this contract.
- 7.) All disputes hereunder shall be exclusively submitted to the County or District Court of the City and County of Denver. The parties agree that exclusive venue and jurisdiction shall be the City and County of Denver for any dispute arising out of or involving this contract.
- 8.) Alliance Commercial Maintenance Services, Inc. shall not be liable for any delay due to force majeure, Acts of God, or circumstances beyond its control including, but not limited to strikes, casualty or general unavailability of materials.
- 9.) Alliance Commercial Maintenance Services, Inc. provides a limited warranty on all workmanship and materials for a period of 365 days after completion of work. Alliance Commercial Maintenance Services warrants and guarantees the quality of materials and workmanship for 365 days in each job type from the date of installation of the materials. Any such area determined to fall within the warranty parameters will be repaired according to industry standards. The repair will be patched and will be visible. This includes "pot holes" that may form as a result of subgrade compaction only, asphalt cracking larger than 1/2 inch in width both of which will be investigated to determine if the cause is as a result of subgrade compaction that occurred during installation.  
 \*Due to the demand for parking and traffic flow, it is hard to keep vehicles off a newly paved surface in a commercial parking lot. Vehicles are constantly stopping, starting and turning their wheels on fresh asphalt. Therefore we cannot warranty tire marks on newly paved commercial parking lots.\*  
**All warranties subject to the following conditions:**  
 All warranties do not cover damage caused by impact or exposure to/from any foreign substance or other mistreatment of paved surface such as but not limited to: motorcycle stands, dumpsters, jacks, kick stands and even things like lawn chairs. Oil or gas spills that damage asphalt not covered under any warranty. Acts of nature that can cause damage to you pavement are as follows and these will not be covered under this warranty: ground movement, drought or compaction of the earth's soils, root systems of surrounding landscapes, (this includes all vegetation) oxidation through ultraviolet rays, and ground water under pavement causing undue moisture of pavement base.  
 All warranties void if base work was completed by another company.  
 Parking line striping carries a 90 day limited warranty. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks,
- 10.) In Owner materially breaches this contract or Alliance Commercial Maintenance Services, Inc. incurs legal fees and costs in the enforcement of this agreement, the Alliance Commercial Maintenance Services, Inc. shall be entitled to the following rights and remedies:
  - a.) Recovery of damages, including but not limited to, punitive damages, economic damages and business loss damages;
  - b.) Recovery of its reasonable attorney's fees, costs, and expenses, including all such fees and expenses incurred in the collection of this judgement;
  - c.) Specific performance;
  - d.) Rescission;
  - e.) Injunctive relief with the necessity of posting any bond;
  - f.) Declaratory relief;
  - g.) Interest rate at 25% per annum from the date of the material breach until paid in full;
  - h.) All of the rights and remedies afforded Alliance Commercial Maintenance Services, Inc. under this contract are cumulative, and not exclusive, unless made exclusive by Colorado law. This contract shall be controlled by and construed according to Colorado law.
- 11.) All change orders or additional work authorizations shall be in writing and signed by both Owner and Alliance Commercial Maintenance Services, Inc.'s authorized representative. Any soft, or unstable, areas will be corrected on an hourly basis at the discretion of the owner's authorized representative or by others, and only upon written change order. Alliance Commercial Maintenance Services, Inc. shall not be responsible for pavement failures due to frost under, or adjacent, to its work.
- 12.) Alliance Commercial Maintenance Services, Inc. does not guarantee positive drainage on existing or proposed areas that have less than two percent (2%) slope.
- 13.) We cannot guarantee traffic paint adherence between October 1st and April 1st.
- 14.) Pricing in attached estimate is only valid for 30 days.
- 15.) Alliance Commercial Maintenance Services, Inc. must truck over existing asphalt and concrete pavement to complete our work and shall not be held liable, or responsible, for damage to existing areas due to necessary trucking.
- 16.) Further Exclusions: Engineering permits, testing, inspection fees, surveying, staking, adjustment to water valves, and manhole covers, pavement markings, landscape repair, traffic control, and sub-grade preparation unless otherwise specified in the contract.

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:

Date:

**Prairie Center Metro Dist. No. 3**

Signature:

Date:

**Alliance Commercial Maintenance Services, Inc.**



Scope Map  
Asphalt 2" Milling & Repave Locations



*\*Locations are approximate and may represent areas inside and/or outside of scope defined in bid.*



# Alliance

## Commercial Maintenance

1385 S. Huron St.  
Denver, CO 80223  
Ph: (844).462.5542

**Submitted to:**

Prairie Center Metro Dist. No. 3  
c/o Special Dist. Mgmt Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

**Location of Service:**

Prairie Center - Metro District  
2221 Prairie Center Pkwy  
Brighton, CO 80601

**Proposal #:**

D3-47263-B

**Date:**

9/10/2020

**Estimator:**

James Cunningham

**Phone #:**

720-445-2833

**Parking Lot Maintenance  
Remove & Replace Asphalt - 6"**

Scope of Work	Total	Estimate
<b>Remove and Replace Asphalt</b> - Milling of estimated amount of asphalt (approximately 6") includes removal of 6" of asphalt, hauling material off site, and broom clean-up. Includes (1) mobilization/phases with additional phasing to be charged at Owners expense. 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 all premitting, traffic control plans, and bonding per city requirements.	6" Remove & Replace  7284	\$ 32,690.00
<b>Total \$</b>		<b>32,690.00</b>

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:

**Prairie Center Metro Dist. No. 3**

Signature:

**Alliance Commercial Maintenance Services, Inc.**

**General Provisions:**

**Proposal #: D3-47263-B**

- 1.) All work shall be completed in a professional manner in accordance with all building codes and applicable laws. Alliance Commercial Maintenance Services is a fully insured company.
- 2.) As to the extent required by law, all work shall be performed by licensed and authorized persons to perform such work.
- 3.) Alliance Commercial Maintenance Services, Inc. at its discretion may use subcontractors to perform work under this contract.
- 4.) Alliance Commercial Maintenance Services, Inc. shall furnish Owner appropriate waivers of lien, or releases, for all work performed or materials provided at the time payment is due, as requested by the Owner.
- 5.) Alliance Commercial Maintenance Services, Inc. agrees to remove all debris and leave the premises in "broom-clean" condition.
- 6.) In the event the Owner fails, or refuses, to pay any payment in full, or in good and sufficient funds when due, Alliance Commercial Maintenance Services, Inc. may cease work without breach of this contract pending full payment or resolution of such dispute. Additionally, failure to make payment within 10 days of the date of such payment is due, shall be deemed a material breach of this contract.
- 7.) All disputes hereunder shall be exclusively submitted to the County or District Court of the City and County of Denver. The parties agree that exclusive venue and jurisdiction shall be the City and County of Denver for any dispute arising out of or involving this contract.
- 8.) Alliance Commercial Maintenance Services, Inc. shall not be liable for any delay due to force majeure, Acts of God, or circumstances beyond its control including, but not limited to strikes, casualty or general unavailability of materials.
- 9.) Alliance Commercial Maintenance Services, Inc. provides a limited warranty on all workmanship and materials for a period of 365 days after completion of work. Alliance Commercial Maintenance Services warrants and guarantees the quality of materials and workmanship for 365 days in each job type from the date of installation of the materials. Any such area determined to fall within the warranty parameters will be repaired according to industry standards. The repair will be patched and will be visible. This includes "pot holes" that may form as a result of subgrade compaction only, asphalt cracking larger than 1/2 inch in width both of which will be investigated to determine if the cause is as a result of subgrade compaction that occurred during installation. \*Due to the demand for parking and traffic flow, it is hard to keep vehicles off a newly paved surface in a commercial parking lot. Vehicles are constantly stopping, starting and turning their wheels on fresh asphalt. Therefore we cannot warranty tire marks on newly paved commercial parking lots. \*  
**All warranties subject to the following conditions:**  
 All warranties do not cover damage caused by impact or exposure to/from any foreign substance or other mistreatment of paved surface such as but not limited to: motorcycle stands, dumpsters, jacks, kick stands and even things like lawn chairs. Oil or gas spills that damage asphalt not covered under any warranty. Acts of nature that can cause damage to you pavement are as follows and these will not be covered under this warranty: ground movement, drought or compaction of the earth's soils, root systems of surrounding landscapes, (this includes all vegetation) oxidation through ultraviolet rays, and ground water under pavement causing undue moisture of pavement base.  
 All warranties void if base work was completed by another company.  
 Parking line striping carries a 90 day limited warranty. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks,
- 10.) In Owner materially breaches this contract or Alliance Commercial Maintenance Services, Inc. incurs legal fees and costs in the enforcement of this agreement, the Alliance Commercial Maintenance Services, Inc. shall be entitled to the following rights and remedies:
  - a.) Recovery of damages, including but not limited to, punitive damages, economic damages and business loss damages;
  - b.) Recovery of its reasonable attorney's fees, costs, and expenses, including all such fees and expenses incurred in the collection of this judgement;
  - c.) Specific performance;
  - d.) Rescission;
  - e.) Injunctive relief with the necessity of posting any bond;
  - f.) Declaratory relief;
  - g.) Interest rate at 25% per annum from the date of the material breach until paid in full;
  - h.) All of the rights and remedies afforded Alliance Commercial Maintenance Services, Inc. under this contract are cumulative, and not exclusive, unless made exclusive by Colorado law. This contract shall be controlled by and construed according to Colorado law.
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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: \_\_\_\_\_

Date: \_\_\_\_\_

**Prairie Center Metro Dist. No. 3**

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

Date: \_\_\_\_\_

**Alliance Commercial Maintenance Services, Inc.**



Scope Map  
Remove & Replace Asphalt - 6" Scope Area



*\*Locations are approximate and may represent areas inside and/or outside of scope defined in bid.*



# Alliance

## Commercial Maintenance

1385 S. Huron St.  
Denver, CO 80223  
Ph: (844).462.5542

**Submitted to:**

Prairie Center Metro Dist. No. 3  
c/o Special Dist. Mgmt Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

**Location of Service:**

Prairie Center - Metro District  
2221 Prairie Center Pkwy  
Brighton, CO 80601

**Proposal #:**

D3-47263-C

**Date:**

9/10/2020

**Estimator:**

James Cunningham

**Phone #:**

720-445-2833

**Parking Lot Maintenance  
Concrete Removal & Asphalt Repave**

Scope of Work	Total	Estimate
<b>Concrete Walkway Replacements</b> - Full depth removal of 6" of estimated amount of Concrete includes removal of 6" of concrete, hauling material off site, and broom clean-up. Prep and grade subgrade to resolve any previously existing issues. Includes (1) mobilization/phases with additional phasing to be charged at Owners expense. 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.	Blue Areas - 2295 sqft	\$ 16,279.00
	Red Areas - 1660 sqft	\$ 11,763.00
<b>Total \$</b>		<b>28,042.00</b>

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:

**Prairie Center Metro Dist. No. 3**

Signature:

**Alliance Commercial Maintenance Services, Inc.**

**General Provisions:**

**Proposal #:**

**D3-47263-C**

- 1.) All work shall be completed in a professional manner in accordance with all building codes and applicable laws. Alliance Commercial Maintenance Services is a fully insured company.
- 2.) As to the extent required by law, all work shall be performed by licensed and authorized persons to perform such work.
- 3.) Alliance Commercial Maintenance Services, Inc. at its discretion may use subcontractors to perform work under this contract.
- 4.) Alliance Commercial Maintenance Services, Inc. shall furnish Owner appropriate waivers of lien, or releases, for all work performed or materials provided at the time payment is due, as requested by the Owner.
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 \*Due to the demand for parking and traffic flow, it is hard to keep vehicles off a newly paved surface in a commercial parking lot. Vehicles are constantly stopping, starting and turning their wheels on fresh asphalt. Therefore we cannot warranty tire marks on newly paved commercial parking lots.\*  
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  - a.) Recovery of damages, including but not limited to, punitive damages, economic damages and business loss damages;
  - b.) Recovery of its reasonable attorney's fees, costs, and expenses, including all such fees and expenses incurred in the collection of this judgement;
  - c.) Specific performance;
  - d.) Rescission;
  - e.) Injunctive relief with the necessity of posting any bond;
  - f.) Declaratory relief;
  - g.) Interest rate at 25% per annum from the date of the material breach until paid in full;
  - h.) All of the rights and remedies afforded Alliance Commercial Maintenance Services, Inc. under this contract are cumulative, and not exclusive, unless made exclusive by Colorado law. This contract shall be controlled by and construed according to Colorado law.
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Signature:

Date:

**Prairie Center Metro Dist. No. 3**

Signature:

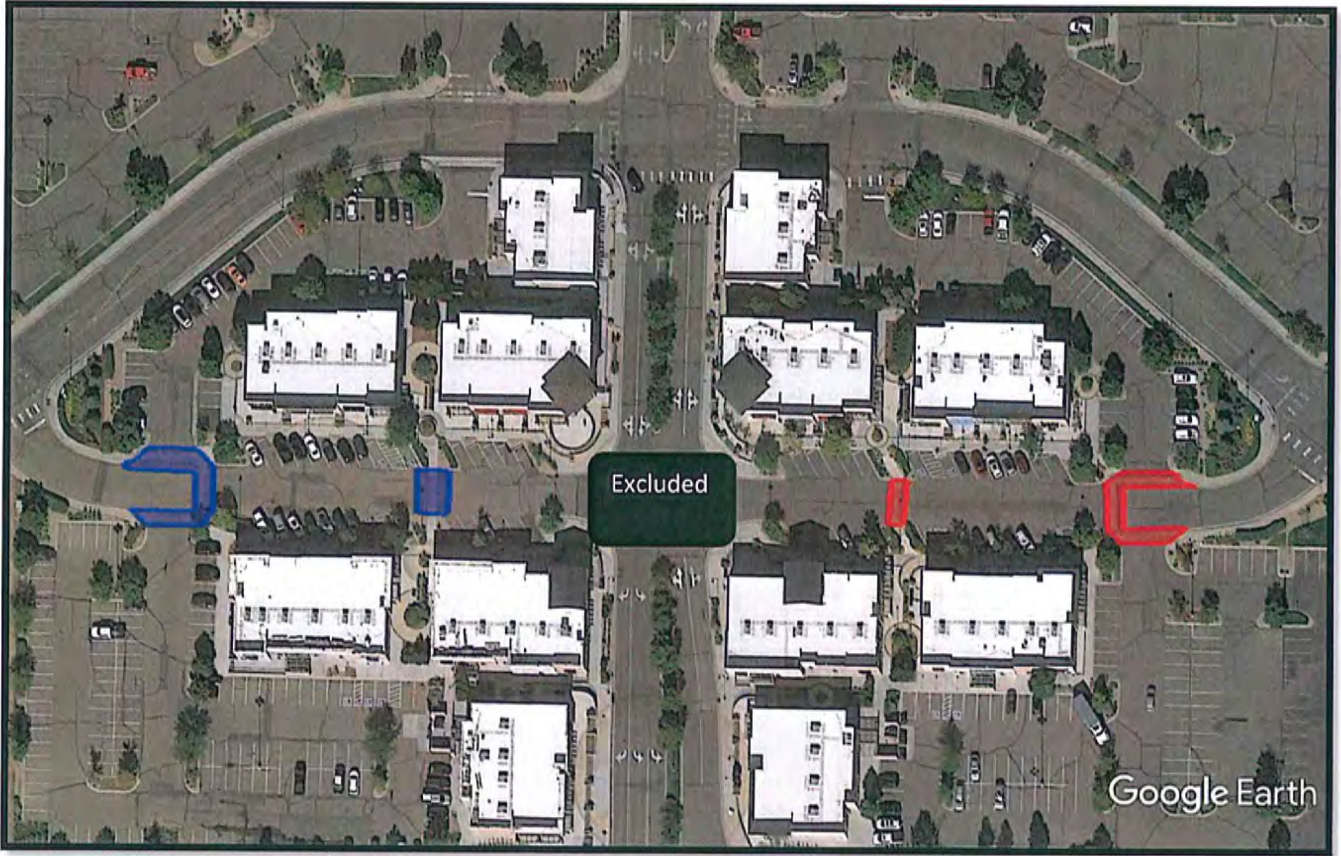
Date:

**Alliance Commercial Maintenance Services, Inc.**



# Scope Map

## Concrete Removal & Asphalt Repave



*\*Locations are approximate and may represent areas inside and/or outside of scope defined in bid.*

**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>	

**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

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Alliance Commercial Maintenance Services, Inc.

is a  
Corporation

formed or registered on 12/08/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111630203 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/17/2020 that have been posted, and by documents delivered to this office electronically through 09/20/2020 @ 12:56:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/20/2020 @ 12:56:04 in accordance with applicable law. This certificate is assigned Confirmation Number 12607416 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES FOR (“**Agreement**”) is effective as of the 18<sup>TH</sup> day of September, 2020, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SNOW PROS, INC. DBA SITE SOURCE COMMON AREA MAINTENANCE**, a 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 on **May 31, 2021**. 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 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: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: [mmcgeady@specialdistrictlaw.com](mailto:mmcgeady@specialdistrictlaw.com)  
Attn: MaryAnn M. McGeady

To Consultant: Snow Pros, Inc. Dba Site Source Common Area  
Maintenance.  
9457 S. University Blvd., Suite 326  
Highlands Ranch, CO 80126  
Phone: 303-948-5117  
Fax: 303-496-1306  
Email: [info@sitesourcecam.com](mailto:info@sitesourcecam.com)  
Attn: Emmett McKenzie

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:  
**SNOW PROS, INC. DBA SITE SOURCE  
COMMON AREA MAINTENANCE**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Snow Pros, Inc. Dba Site Source Common Area Maintenance.

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 \_\_\_\_\_, 2020, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

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

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

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



**SNOW REMOVAL SERVICES AGREEMENT**

This Agreement made and entered into this \_\_\_ day of September 2020, by and between Prairie Center Metropolitan District No 3, hereafter referred to as “Manager and/or agent” having its principal office at c/o Special District Management Service, Inc., 141 Union Blvd, Suite 150, Lakewood, CO 80228 and SiteSource CAM, hereafter referred to as “Contractor”.

<b>Property:</b>	Prairie Center Metropolitan District No. 3
<b>Term:</b>	October 1, 2020 - May 31, 2021
<b>Contract Total Price:</b>	Time & Material Costs

1. The Contractor shall plow, anti-ice and/or de-ice all paved main drives, access roads, parking lots walkways at the property address set forth above in accordance with the terms of this Agreement and all Exhibits attached hereto. Plowing will be completed by mechanically or manually pushing snow to areas designated by Manager and/or agent or, absent designation by Manager and/or agent, to such areas as Contractor shall deem appropriate. This Agreement does not provide for the hauling of snow from the site or ice removal, and Contractor shall have no obligation, unless agreed upon in writing, to plow unpaved areas at the property address.
2. The Contractor shall provide the services pursuant to this Agreement in a workmanlike manner. All labor, equipment, and materials required for the performance of its services hereunder, shall be furnished by the Contractor. Contractor shall be entitled to use mechanical equipment as it deems appropriate. Manager and/or agent shall not be entitled to designate the type of equipment to be used. Contractor shall be solely responsible for the manner in which the work is performed and shall be free to employ others at its sole cost and expense to perform such work upon terms as the undersigned may choose.
3. Manager and/or agents above named authorized representative(s), or such additional individuals as Manager and/or agent shall name in writing and in advance to Contractor, shall be responsible for the removal of or for having all vehicles, or other notable obstructions, removed from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently conduct snow removal operations. If vehicles or other obstructions are not removed at the time of plowing operations, the Contractor will be obligated to plow only those areas available and open for safe use and operation of the snow removal equipment. If the designated stockpile areas are not accessible, the Contractor shall stockpile snow in an area which, in the opinion of the Contractor, allows the greatest usability of the lot and pedestrian access.
4. Contractor shall provide snow removal operations on parking lots and drive lanes when accumulation reaches 2". Sidewalks and Manager and/or agent walkways will be shoveled when accumulation reaches 1" (unless noted), or when directed by the Property Manager. Anti-icing and/or de-icing services will commence when, in the sole judgment of the Contractor, conditions

are such that anti-icing and/or de-icing services are required. The work to be performed shall be as follows:

- ❶ Snow shall be removed from parking areas, drive-through lanes and drive-up areas; curb cuts, access ramps, steps, all sidewalks including sidewalks along property boundaries, dock and trash areas, uncovered garage parking areas and deceleration lanes where required.
  - ❷ Ice melt shall be applied as necessary on sidewalks along property boundaries, entry areas, steps, loading docks, and trash areas.
5. Snow removal operations will be initiated when, in the judgment of the Contractor, conditions are such that snow removal operations are required or upon request of Manager and/or agent. Manager and/or agent agrees to allow Contractor to decide if snowplowing is warranted based upon snow accumulations at Manager and/or agent's particular location. Manager and/or agent understands that snow accumulations may vary throughout the local area, and that accumulations in one section of the metropolitan area are not necessarily indicative of the accumulation at the Manager and/or agent's particular location. Manager and/or agent also understands that drifting snow or north facing areas may necessitate plowing and/or de-icing of their particular location, regardless of the total snowfall at that location. In any event, Manager and/or agent agrees to allow Contractor to decide if snowplowing and/or de-icing is necessary to prevent hazardous conditions and provide a safe environment for tenants and Manager and/or agents.
  6. Manager and/or agent's authorized representative shall notify Contractor in advance when snow removal services to be provided as set forth herein are not required. No cancellation shall be effective if first given after Contractor has dispatched its equipment to the property address.
  7. Chemical ice melt or sand substitute shall be used unless directed by the Manager and/or agent's authorized representative that they not to be used. Contractor assumes no responsibility for the clean-up of ice-melt product and/or sand substitute unless arrangements therefore have been made in advance. Clean-up services generally can be provided within 24 hours of request. Clean-up services will be billed separately as time and material.
  8. When snow accumulation exceeds 10 inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.
  9. The Manager and/or Agent shall be responsible for the removal of vehicles from the parking areas, drive lanes, access roads and designated snow pile areas so the Contractor can properly and efficiently operate snow plowing equipment. If vehicles are not removed at the time of plowing operations, the Contractor will be obligated to plow only those areas available and open for safe use and operation of the snowplow equipment. If the designated snow pile areas are not accessible, the Contractor shall pile snow in an area which, in the opinion of the Contractor, allows the greatest usability of the lot.
  10. The Manager and/or Agent understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Manager and/or Agent understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability

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in such changes in conditions.

11. Fee schedule for snow removal operations are based on per event. An event is a twenty-four (24) hour period, starting with the commencement of snow fall in which snow removal operations are provided by the Contractor.
12. Written invoice shall be submitted to Manager and/or agent for all services provided hereunder. Payment shall be due within thirty (30) days of invoice date. Contractor reserves the right to refuse snow removal services to accounts that are past due, until account is either brought up-to-date, or acceptable payment arrangements are made. Additionally, Contractor shall be entitled to add and collect all costs, and all attorney fees incurred in connection with the collection of any past due account, regardless of whether litigation has been commenced.
13. The Contractor shall, at all times, be covered by adequate public liability and property insurance of \$2,000,000 aggregate. Contractor will also carry Colorado State required Workers Compensation Insurance, and motor vehicle insurance; \$1,000,000 per accident. Contractor will not be liable for any slip and fall, or insurance claims related to snow and ice.
14. The Contractor shall stake all curb lines and obstacles identified in advance by Manager and/or agent. After season, a joint walk-through with the Manager and/or agent will be scheduled to define and review damage, if any. This walk-through shall take place before any repair work is undertaken by Manager and/or agent, and no claim for damages shall be commenced against Contractor unless Contractor has first had (i) the opportunity to review any repair bids or similar proposals obtained by Manager and/or agent, and (ii) the opportunity to obtain any necessary repairs. Additionally, Contractor assumes no responsibility or liability for loss or damage resulting from Manager and/or agent's failure to adequately identify curb lines and obstacles to be staked and to maintain staking. Reports of damage must be reported to the Contractor within forty-eight (48) hours. Failure to report damages constitutes a waiver, and the Contractor is released from liability.
15. Manager and/or agent shall indemnify and hold Contractor, its officers, agents, and employees harmless from liability, claims, damages, fines, penalties, costs and expenses, including reasonable attorney's fees, incurred by or asserted against Contractor by reason of any loss, property damage, injury or death in any fashion relating to snow, ice, or surface conditions at the property unless such loss, damage, injury, or death arises from the negligence, willful misconduct, or intentional tortuous act of Manager and/or agent, it's guests, invitees, agents or employees. By way of example and not limitation, the following shall be considered negligence on Manager and/or agents behalf: failure to have vehicles and similar obstructions removed as necessary to enable Contractor to perform its services and failure to provide and maintain markers at curb lines, landscaping and similar improvements.
16. The term of the Agreement shall commence on **October 1, 2020 through May 31, 2021**. Either party may cancel this Agreement with cause, provided that at least thirty (30) days advance written notice is given by certified mail to the other party. Monies invoiced or due for services rendered are due and payable upon such cancellation.
17. All notices to be given to the parties hereto shall be given if (a) sent by first class mail addressed to the parties at the addresses set forth herein, (b) transmitted by facsimile with transmission confirmation or (c) emailed to the parties at the email addresses set forth herein so long as receipt

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is confirmed by the recipient by return email (which shall not include an automatic "return receipt). A party's address, facsimile number, or email address may be changed by such party from time to time; however, such change shall not be effective until the other party has been notified in writing of new information.

18. With reference to the State of Colorado Senate Bill 18-062, specifically 13-21-129 the "Snow Removal Service Liability Limitation Act", and to the maximum extent permitted by applicable law, in no event shall Contractor be liable for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for lost profits, for business interruption, for personal injury, for negligence, or for any other pecuniary or other loss whatsoever) arising out of or in any way related to the service subject to this Agreement or Contractor's inability or failure to provide such services. Further, Contractor's entire liability under this Agreement, if any, for any claim(s) for damages relating to this Agreement which is made against Contractor, whether based in contract or in tort (including negligence) shall be limited to the amount of charges paid by Manager and/or agent for services during the period in which the events are the basis of the claim(s) occurred.

19. The Contractor will perform Snow Removal Services based upon the following fee schedule:

**Walkways & Pedestrian Traffic**

Hand Shoveling	\$55.00/hour
Snow blower	\$70.00/hour
ATV w/ Plow	\$90.00/hour
UTV w/ Plow	\$105.00/hour
Walk behind sweeper	\$95.00/hour

**Plow Equipment**

Snow Plow (10')	\$108.00/hour
Snow Plow (12')	\$115.00/hour
Snow Plow (14')	\$145.00/hour

**Skid Steers:**

Mini Skid Steer	\$85.00/hour
Skid Steer	\$115.00/hour
Skid Steer w/ Snow Pusher	\$145.00/hour
Skid Steer w/ Snow Blower	\$160.00/hour
Skid Steer w/ Ice Scraper	\$175.00/hour
Skid Steer w/ Power Angle Blade	\$185.00/hour

**Back Hoes & Loaders**

Back Hoe/Loader	\$150.00/hour
Back Hoe/Loader w/ Snow Pusher	\$175.00/hour
Front End/Loader	\$225.00/hour
Front End Loader w/ Snow Pusher	\$245.00/hour
Front End Loader – 5yd w/ Snow Pusher	\$250.00/hour

**Hauling Equipment**

Tandem Dump Truck	\$130.00/hour
End Dump	\$150.00/hour

**Ice Control Applications (Dry):**

Crystalline Magnesium Chloride (Granular Ice Melt) 100% Magnesium Chloride Hexahydrate	\$45.00/50 lb bag
Ice Slicer	\$265.00/ton
Distributor Truck	\$110.00/hour

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**Ice Control Applications (Liquid):**


Anti-icing/Deicing Liquid Treatment-Apex            \$2.35/gallon  
Caliber M1000  
Distributor Truck (50 gal minimum)                    \$125.00/hour

20. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof. Any modifications or additions hereto must be in writing.

<b>Client:</b>	Prairie Center Metropolitan District No 3
<b>Property:</b>	Prairie Center Metropolitan District No 3
<b>Term:</b>	October 1, 2020 - May 31, 2021
<b>Contract Total Price:</b>	Time & Material Costs
<b>Bill To Address:</b>	141 Union Blvd, Suite 150 Lakewood, CO 80228
<b>Invoices sent electronically to:</b>	accountspayablecolorado@claconnect.com

**Proposed and Accepted:**

**Contractor:**

Signature:  \_\_\_\_\_  
Printed Name: Emmett McKenzie  
Title: Owner  
Date: 9/11/20

**Manager:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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>	

**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