

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

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 |
| Rick Merkel | Treasurer | 2022/May 2022 |
| Wendy Burke | Assistant Secretary | 2022/May 2022 |
| Michelle Roberts | Assistant Secretary | 2023/May 2023 |
| Brandon Schenberg | Assistant Secretary | 2023/May 2023 |
| Ann E. Finn | Secretary | |

DATE: **October 14, 2020**

TIME: **3:30 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.

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

- C. **Consent Agenda** – These items are considered to be routine and will be 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 July 10, 2019 through September 30, 2020 totaling \$1,255,958.90 (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.
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III. FINANCIAL MATTERS

- A. Discuss the status of 2021 Budget.
-
- B. Review and consider ratifying approval of Financial Services Agreement between the District and Piper Sandler & Co. (enclosure).
-

IV. LEGAL MATTERS

- A. Discuss potential debt issuance.
-

V. CAPITAL MATTERS

- A. Authorize the Project Manager to obtain proposals for concrete work for a not-to-exceed amount of \$20,000 for Phase I Improvement Project Warranty Work.
-
- B. Discuss status of the Prairie Center Village I Phase II Improvement Projects, ratify approval of Change Orders (to be distributed).
-
- C. Consider obtaining Builders Risk Insurance for the Village I Phase III Improvement Projects.
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- D. Discuss status of the Prairie Center Village I Phase III Improvements Projects (enclosure):
1. Consider approval of Change Order No. _ from Rocky Mountain Excavating, Inc. for earthwork, site utilities and concrete work.
 2. Consider approval of Change Order No. _ from Asphalt Specialties Co., Inc. for asphalt work.
-

3. Consider approval of Change Order No. _ from Brightview Landscape Development, Inc. for landscape work.

4. Discuss need for, and authorize preparation of, a Service Agreement and/or Work Order with DTJ Design, Inc.

VI. OPERATIONS AND MAINTENANCE

- A. Consider approval of Service Agreement for Slurry Seal between the District and Rocky Mountain Pavement, LLC (enclosure).

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

Prairie Center Metropolitan District No. 7**Check List**

All Bank Accounts

July 10, 2019 - September 30, 2020

| Check Number | Check Date | Payee | Amount |
|----------------------|------------|--------------------------------------|-----------|
| Vendor Checks | | | |
| 1185 | 07/19/19 | Brinkmann Construction | 945.06 |
| 1186 | 07/19/19 | City of Brighton | 1,285.36 |
| 1187 | 07/19/19 | CliftonLarsonAllen LLP | 2,954.30 |
| 1188 | 07/19/19 | CO Special Dist. Prop & Liab Pool | 151.04 |
| 1189 | 07/19/19 | Colorado Designscales, Inc. | 18,686.93 |
| 1190 | 07/19/19 | CTL Thompson | 218.00 |
| 1191 | 07/19/19 | DTJ Design, Inc. | 2,249.69 |
| 1192 | 07/19/19 | McGeady Becher, PC | 4,083.60 |
| 1193 | 07/19/19 | Playground Safety Consultants | 325.00 |
| 1194 | 07/19/19 | Redland Consulting Group | 3,560.00 |
| 1195 | 07/19/19 | Rocky Mountain Excavating, Inc. | 1,995.00 |
| 1196 | 07/19/19 | Special District Mgmt. Services, Inc | 661.73 |
| 1197 | 07/19/19 | United Power | 45.19 |
| 1198 | 08/23/19 | Aztec Consultants, Inc. | 500.00 |
| 1199 | 08/23/19 | Brinkmann Construction | 2,345.32 |
| 1200 | 08/23/19 | City of Brighton | 4,260.00 |
| 1201 | 08/23/19 | CliftonLarsonAllen LLP | 2,829.20 |
| 1202 | 08/23/19 | CO Special Dist. Prop & Liab Pool | 377.26 |
| 1203 | 08/23/19 | Colorado Department of Public Health | 223.00 |
| 1204 | 08/23/19 | Colorado Designscales, Inc. | 25,925.63 |
| 1205 | 08/23/19 | Dodge Data & Analytics | 462.84 |
| 1206 | 08/23/19 | DTJ Design, Inc. | 1,498.09 |
| 1207 | 08/23/19 | LT Environmental, Inc. | 6,197.50 |
| 1208 | 08/23/19 | McGeady Becher, PC | 1,915.50 |
| 1209 | 08/23/19 | Metrowest Newspapers | 185.68 |
| 1210 | 08/23/19 | Redland Consulting Group | 775.00 |
| 1211 | 08/23/19 | Special District Mgmt. Services, Inc | 876.49 |
| 1212 | 08/23/19 | Stratagem CPA | 3,850.00 |
| 1213 | 08/23/19 | United Power | 48.52 |
| 1214 | 09/23/19 | BrickImaging Inc | 3,475.00 |
| 1215 | 09/23/19 | Brinkmann Construction | 1,215.11 |
| 1216 | 09/23/19 | City of Brighton | 1,521.58 |
| 1217 | 09/23/19 | CliftonLarsonAllen LLP | 2,313.42 |
| 1218 | 09/23/19 | Colorado Designscales, Inc. | 22,108.97 |
| 1219 | 09/23/19 | DTJ Design, Inc. | 2,097.19 |
| 1220 | 09/23/19 | McGeady Becher, PC | 260.00 |
| 1221 | 09/23/19 | Omerta | 1,151.25 |
| 1222 | 09/23/19 | Redland Consulting Group | 1,172.69 |
| 1223 | 09/23/19 | Special District Mgmt. Services, Inc | 2,835.39 |
| 1224 | 09/23/19 | United Power | 47.97 |
| 1225 | 09/23/19 | Signarama | 1,080.00 |
| 1226 | 10/23/19 | Brinkmann Construction | 776.48 |
| 1227 | 10/23/19 | City of Brighton | 2,196.45 |
| 1228 | 10/23/19 | CliftonLarsonAllen LLP | 2,691.62 |
| 1229 | 10/23/19 | Colorado Department of Public Health | 88.00 |
| 1230 | 10/23/19 | DTJ Design, Inc. | 1,075.40 |
| 1231 | 10/23/19 | Redland Consulting Group | 540.56 |
| 1233 | 10/23/19 | Special District Mgmt. Services, Inc | 314.12 |
| 1234 | 10/23/19 | United Power | 37.33 |
| 1235 | 11/21/19 | Aztec Consultants, Inc. | 480.00 |
| 1236 | 11/21/19 | Brinkmann Construction | 7,334.76 |
| 1237 | 11/21/19 | City of Brighton | 130.56 |
| 1238 | 11/21/19 | CliftonLarsonAllen LLP | 3,971.23 |
| 1239 | 11/21/19 | Colorado Designscales, Inc. | 92,648.92 |
| 1240 | 11/21/19 | DTJ Design, Inc. | 195.00 |
| 1241 | 11/21/19 | LT Environmental, Inc. | 844.00 |
| 1242 | 11/21/19 | Metrowest Newspapers | 38.72 |

Prairie Center Metropolitan District No. 7**Check List**

All Bank Accounts

July 10, 2019 - September 30, 2020

| Check Number | Check Date | Payee | Amount |
|--------------|------------|--------------------------------------|-----------|
| 1243 | 11/21/19 | Redland Consulting Group | 1,475.00 |
| 1244 | 11/21/19 | Special District Mgmt. Services, Inc | 2,505.88 |
| 1246 | 12/23/19 | City of Brighton | 130.19 |
| 1247 | 12/23/19 | CO Special Dist. Prop & Liab Pool | 400.00 |
| 1248 | 12/23/19 | Colorado Department of Public Health | 540.00 |
| 1249 | 12/23/19 | Colorado Lighting, Inc, | 1,185.19 |
| 1250 | 12/23/19 | CTL Thompson | 366.00 |
| 1251 | 12/23/19 | DTJ Design, Inc. | 325.00 |
| 1253 | 12/23/19 | Redland Consulting Group | 260.00 |
| 1254 | 12/23/19 | Rocky Mountain Excavating, Inc. | 40,876.89 |
| 1255 | 12/23/19 | Special District Mgmt. Services, Inc | 4,090.67 |
| 1256 | 12/23/19 | United Power | 100.00 |
| 1257 | 01/24/20 | CliftonLarsonAllen LLP | 6,849.55 |
| 1258 | 01/24/20 | McGeady Becher, PC | 4,498.00 |
| 1259 | 01/24/20 | Omerta Storm Water Management | 381.00 |
| 1260 | 01/24/20 | Redland Consulting Group Inc | 2,200.00 |
| 1261 | 01/24/20 | Special District Mgmt. Services, Inc | 1,906.10 |
| 1262 | 01/24/20 | United Power Inc | 53.61 |
| 1263 | 02/20/20 | Aztec Consultants, Inc. | 360.00 |
| 1265 | 02/20/20 | CliftonLarsonAllen LLP | 3,545.64 |
| 1268 | 02/20/20 | Omerta Storm Water Management | 1,238.41 |
| 1269 | 02/20/20 | Redland Consulting Group Inc | 1,550.00 |
| 1270 | 02/20/20 | Special District Association | 461.25 |
| 1271 | 02/20/20 | Special District Mgmt. Services, Inc | 2,822.59 |
| 1272 | 02/20/20 | United Power Inc | 50.39 |
| 1273 | 02/20/20 | McGeady Becher, PC | 320.00 |
| 1275 | 03/27/20 | CliftonLarsonAllen LLP | 3,821.14 |
| 1277 | 03/27/20 | McGeady Becher, PC | 280.00 |
| 1278 | 03/27/20 | Metrowest Newspapers | 63.36 |
| 1279 | 03/27/20 | Meyers Research LLC | 8,941.78 |
| 1280 | 03/27/20 | Redland Consulting Group Inc | 1,665.00 |
| 1281 | 03/27/20 | Special District Mgmt. Services, Inc | 2,450.81 |
| 1282 | 03/27/20 | United Power Inc | 100.00 |
| 1283 | 04/17/20 | CliftonLarsonAllen LLP | 5,204.40 |
| 1284 | 04/17/20 | DTJ Design, Inc. | 6,717.70 |
| 1285 | 04/17/20 | Jim Johnson Photography, Inc. | 337.00 |
| 1286 | 04/17/20 | Omerta Storm Water Management | 377.50 |
| 1287 | 04/17/20 | Redland Consulting Group Inc | 5,625.00 |
| 1288 | 04/17/20 | Special District Mgmt. Services, Inc | 1,930.20 |
| 1289 | 05/11/20 | Colorado Lighting, Inc, | 20.00 |
| 1290 | 05/18/20 | CliftonLarsonAllen LLP | 11,626.03 |
| 1291 | 05/18/20 | DTJ Design, Inc. | 1,010.00 |
| 1292 | 05/26/20 | CTL Thompson | 106.50 |
| 1293 | 05/26/20 | McGeady Becher, PC | 272.50 |
| 1294 | 05/26/20 | Redland Consulting Group Inc | 2,250.00 |
| 1295 | 05/26/20 | Special District Mgmt. Services, Inc | 2,528.60 |
| 1296 | 06/23/20 | Aztec Consultants, Inc. | 3,581.50 |
| 1297 | 06/23/20 | Brinkmann Construction | 21,476.72 |
| 1299 | 06/23/20 | CliftonLarsonAllen LLP | 4,771.26 |
| 1300 | 06/23/20 | Colorado Lighting, Inc, | 20.00 |
| 1301 | 06/23/20 | Dodge Sign Company | 268.00 |
| 1302 | 06/23/20 | DTJ Design, Inc. | 320.00 |
| 1303 | 06/23/20 | McGeady Becher, PC | 8,231.50 |
| 1304 | 06/23/20 | Omerta Storm Water Management | 1,135.65 |
| 1306 | 06/23/20 | Special District Mgmt. Services, Inc | 4,106.70 |
| 1307 | 07/09/20 | RCD Construction Inc | 25,441.00 |
| 1308 | 07/14/20 | Brinkmann Construction | 3,158.37 |
| 1309 | 07/14/20 | Aztec Consultants, Inc. | 3,232.60 |

Prairie Center Metropolitan District No. 7**Check List**

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|---------------------------|------------|--------------------------------------|----------------------------|
| 1310 | 07/14/20 | Brinkmann Construction | 30,065.78 |
| 1311 | 07/14/20 | City of Brighton | 1,250.00 |
| 1312 | 07/14/20 | Colorado Lighting, Inc, | 20.00 |
| 1314 | 07/14/20 | RCD Construction Inc | 171,235.56 |
| 1315 | 07/14/20 | Redland Consulting Group Inc | 4,229.70 |
| 1316 | 07/14/20 | Special District Mgmt. Services, Inc | 2,310.43 |
| 1317 | 07/14/20 | WIPFLI | 3,850.00 |
| 1318 | 08/18/20 | Aztec Consultants, Inc. | 425.60 |
| 1319 | 08/18/20 | Brinkmann Construction | 33,967.69 |
| 1320 | 08/18/20 | CliftonLarsonAllen LLP | 5,372.81 |
| 1321 | 08/18/20 | CTL Thompson | 6,972.00 |
| 1322 | 08/18/20 | DTJ Design, Inc. | 2,902.96 |
| 1323 | 08/18/20 | McGeady Becher, PC | 285.00 |
| 1324 | 08/18/20 | Omerta Storm Water Management | 3,208.17 |
| 1325 | 08/18/20 | RCD Construction Inc | 221,448.80 |
| 1326 | 08/18/20 | Redland Consulting Group Inc | 9,467.50 |
| 1327 | 08/18/20 | Special District Mgmt. Services, Inc | 4,247.86 |
| 1328 | 09/21/20 | Aztec Consultants, Inc. | 8,054.40 |
| 1329 | 09/21/20 | Brinkmann Construction | 28,692.19 |
| 1330 | 09/21/20 | City of Brighton | 5,947.06 |
| 1331 | 09/21/20 | CliftonLarsonAllen LLP | 15,487.47 |
| 1332 | 09/21/20 | Colorado Department of Public Health | 350.00 |
| 1333 | 09/21/20 | Colorado Lighting, Inc, | 40.00 |
| 1334 | 09/21/20 | CTL Thompson | 4,505.00 |
| 1335 | 09/21/20 | DTJ Design, Inc. | 4,793.50 |
| 1336 | 09/21/20 | McGeady Becher, PC | 2,482.50 |
| 1337 | 09/21/20 | Metrowest Newspapers | 16.28 |
| 1338 | 09/21/20 | Omerta Storm Water Management | 2,801.97 |
| 1339 | 09/21/20 | RCD Construction Inc | 142,335.78 |
| 1340 | 09/21/20 | Redland Consulting Group Inc | 10,020.00 |
| 1341 | 09/21/20 | Schedio Group LLC | 1,020.00 |
| 1342 | 09/21/20 | Special District Mgmt. Services, Inc | 4,015.39 |
| 1343 | 09/21/20 | TRAVELERS | 2,501.00 |
| 1344 | 09/21/20 | Vargas Property Service Inc | 5,373.34 |
| ACH | 08/07/20 | City of Brighton | 5,925.16 |
| ACH | 09/24/20 | United Power Inc | 48.00 |
| ACH | 07/07/20 | City of Brighton | 37,762.00 |
| ACH | 07/06/20 | City of Brighton | 8.90 |
| ACH | 11/14/19 | United Power | 38.11 |
| ACH | 09/17/19 | City of Brighton | 3,180.16 |
| WIRE TRSFR | 03/06/20 | Meyers Research LLC | 8,500.00 |
| WIRE TRSFR | 03/26/20 | CO Special Dist. Prop & Liab Pool | 9,166.00 |
| Vendor Check Total | | | <u>1,255,958.90</u> |
| Check List Total | | | <u><u>1,255,958.90</u></u> |

Check count = 157

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on July 29, 2020 by and between Prairie Center Metropolitan District No. 7, located in city of Brighton, Adams County, Colorado (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

- (A) ***Services to be provided.*** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's Series 2020B Subordinate General Obligation Bonds (the Issues) and any additional issues to be identified in an amendment to the Agreement.
- (B) ***Scope of Services.*** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s);
 2. Review recommendations made by other parties to the Client with respect to the new Issue(s);
 3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products;
 4. Assist the Client in establishing a plan of financing and schedule for transaction execution;
 5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue;
 6. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue;
 7. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants Attend meetings of the Client's governing body, as requested;
 8. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients;
 9. At the request of the Client, provide a market rate reasonableness opinion and certificate if applicable.

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

¹ See MSRB Rule G-42(c)(v).

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is on closing. Our fee will be a fixed fee of \$25,000.00 for gross par value of the Issues up to \$15,000,000.00. Should the gross par value exceed \$15,000,000.00 our fee shall be .17% (17 bps) multiplied by the gross par value of the Issues.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. Piper Sandler's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings,

credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on closing of bond issuance.

So long as Piper Sandler is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper Sandler, the Client shall first give written notice to Piper Sandler of the specific event of non-performance, and shall allow Piper Sandler 30-days to remedy the specific item of non-performance, prior to termination. If Piper Sandler fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper Sandler for all Reasonable Fees. Piper Sandler may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client.

under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the “Indemnitees”) against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a “Claim”), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the Client at:

Prairie Center Metropolitan District No. 7
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Mike Tamblyn, President
303-378-4166
mtamblyn@thekroenkegroup.com

with a copy to:

Paula Williams, District General Counsel
McGeady Becher P.C.
450 E. 17th Street, Ste 450
Denver, CO 80203-1254
303-592-4380
pwilliams@specialdistrictlaw.com

Or to the Financial Services Provider at:

Piper Sandler & Co.
Tabor Center, Suite 1250
1200 17th Street
Denver, CO 80202

Creig Veldhuizen, Senior Vice President
303-405-0857
Creig.Veldhuizen@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the City and County of Denver for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the City and County of Denver and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Colorado.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:


Mike Tamblyn, President

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Creig Veldhuizen, Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: 

Creig Veldhuizen
Its: Senior Vice President
Date: July 29, 2020

ACCEPTED AND AGREED:

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

By: _____
Mike Tamblyn
Its: President
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

SERVICE AGREEMENT FOR SLURRY SEAL

THIS SERVICE AGREEMENT FOR SLURRY SEAL WORK (“**Agreement**”) is entered into and effective as of the _____ day of April, 2019, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT No. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ROCKY MOUNTAIN PAVEMENT, LLC**, a _____ (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. **"Work Product"** shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$38,149.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 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.

III. TERM AND TERMINATION

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

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

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

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or

damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

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

(a) Liability Insurance Coverage.

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

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

and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via 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. 7
141 Union Blvd., Suite 150
Lakewood, CO 80229
Phone: 303-987-0834
Fax: 303-987-2032
Email: afinn@sdmsi.com
Attn: Ann Finn

With a Copy To:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: pwilliams@specialdistrictlaw.com
Attn: Paula Williams

To Consultant:

Rocky Mountain Pavement, LLC
2505 E. 74th Ave.
Denver, Colorado 80229
Phone: 303-650-9653
Fax: 303-650-9669
Email: dennism@asphltrepair.com
Attn: Dennis Martinez

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.

CONTRACTOR:

ROCKY MOUNTAIN PAVEMENT, LLC

By: _____

Its: _____

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

AET
Secretary



www.a-1chipseal.com



www.rockymountainpavement.com

Customer
Brinkmann Constructors
380 Interlocken Crescent, Suite 110
Broomfield, CO 80021-

Attention
Brad Grimes
(303) 657-9700
bgrimes@brinkmannconstructors.com
Fax: (303) 657-9701

Date
09/30/20
Proposal #
28068

Proposal for
Prairie Center Village 1 - S. 27th Ave & Kestrel St - Brighton

| Item# | Description | Qty/Unit | Unit Price | Total Price |
|-------|--|---------------|----------------------------|--------------------|
| | Option# 1 Slurry Seal | | | |
| 01 | Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective crackin, scuffing and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area. | 13,236 SY | \$2.75 | \$36,399.00 |
| 02 | Mobilization Mobilization to and from the jobsite. | 1 LS | \$1,750.00 | \$1,750.00 |
| | | Accepted_____ | Total for Option# 1 | \$38,149.00 |

Notes:

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.

*This work can be scheduled only after receipt of signed contract.

*Pricing for this quotation is applicable for 30 days from date of quote.

*Final billing will be based on actual field measured quantities installed.

*Due to current unstable oil markets the price of asphalt may change at time of paving.

*Any changes will be documented by AC supplier and a direct price increase will apply.

*Slurry Seal will not be performed on cloudy, rainy days or when the temperature is 50 degrees or less.

*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

Exclusions:

*Bonds (add 1%), permits, lab and field testing, engineering, fees, surveying, striping, traffic control, and utility adjustments.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: **Dennis Martinez**
Dennis Martinez
(303) 434-4146
dennism@asphaltrepair.com

Accepted by: _____ Date: _____
Authorized Agent(s)

Phone: 303.650.9653 Fax: 303.650.9669
2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

~~14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.~~

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

~~19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.~~

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

[illegible]

| Conto | Nº | Mostrador |
|------------|----|--------------------|
| 2016-01-01 | 1 | 157 N.º 1000000000 |
| 2016-01-01 | 2 | 157 N.º 1000000000 |
| 2016-01-01 | 3 | 157 N.º 1000000000 |
| 2016-01-01 | 4 | 157 N.º 1000000000 |
| 2016-01-01 | 5 | 157 N.º 1000000000 |
| 2016-01-01 | 6 | 157 N.º 1000000000 |

PRAIRIE CENTER VILLAGE I

PHASING PLAN

C1.3



REDLAND
Where Great Places Begin
Total Deck & No Entry
TSSD and/or Carded Entry
1-800-REDLAND-1 (1-800-733-7621)
REDLAND.COM

EXHIBIT A AND B
SCOPE OF SERVICES/ COMPENSATION

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.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENTS FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached documents are true and complete copies of all documents relating to the trade name:

Rocky Mountain Pavement

(Entity ID # 20101188122)

filed by A-1 Chipseal, LLC, Dissolved February 6, 2018
consisting of 4 pages as filed in this office.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/29/2020 that have been posted, and by documents delivered to this office electronically through 09/30/2020 @ 17:55:23 .

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 09/30/2020 @ 17:55:23 in accordance with applicable law. This certificate is assigned Confirmation Number 12632568 .



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 18TH day of September, 2020, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, 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. 7
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
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mmcgeady@specialdistrictlaw.com
Attn: MaryAnn M. McGeady

To Consultant: Snow Pros, Inc. Db a 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
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. 7**

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. 7.

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 7, 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".

| | |
|------------------------------|--|
| Property: | Prairie Center Metropolitan District No. 7 |
| Term: | October 1, 2020 - May 31, 2021 |
| Contract Total Price: | 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

(303)948-5117

info@sitesourcecam.com

9657 S University Blvd #326, Highlands Ranch, CO 80126

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

- ❄️ 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.
 - ❄️ 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 Caliber M1000 | \$2.35/gallon |
| 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.

| | |
|---|---|
| Client: | Prairie Center Metropolitan District No 7 |
| Property: | Prairie Center Metropolitan District No 7 |
| Term: | October 1, 2020 - May 31, 2021 |
| Contract Total Price: | Time & Material Costs |
| Bill To Address: | 141 Union Blvd, Suite 150 Lakewood, CO 80228 |
| Invoices sent electronically to: | accountspayablecolorado@claconnect.com |

Proposed and Accepted:

Contractor:

Signature: _____

Printed Name: Emmett McKenzie

Title: Owner

Date: _____

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

| | |
|-----------------------------|---------------------|
| Change Order No: | Date Issued: |
| Name of Agreement: | |
| Date of Agreement: | District(s): |
| Other Party/Parties: | |

| |
|--|
| CHANGE IN SCOPE OF SERVICES (describe): |
|--|

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

| | |
|------------------|------------------|
| APPROVED: | APPROVED: |
| By: | By: |
| District | Consultant |