

**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
Brandon Schenberg	Assistant Secretary	2023/May 2023
<b>VACANT</b>		2023/May 2022
 Ann E. Finn	 Secretary	

**DATE:**        **October 22, 2021**

**TIME:**        **10:00 A.M.**

**PLACE:**        **Construction Trailer**  
**16888 E. 144<sup>th</sup> Avenue**  
**Brighton, Colorado**

**THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS MEETING WILL ALSO BE HELD BY VIDEO/TELEPHONIC MEANS:**

Join Zoom Meeting  
<https://us02web.zoom.us/j/85002932893?pwd=d0tmUGgvNmhpdGsxZDJHRVhzY0IyZz09>  
Meeting ID: 850 0293 2893  
Passcode: 828084  
Dial In: 1-253-215-8782 or 1-336-248-7799

I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflict of Interest.

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

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C.        Discuss status of vacancy on the Board of Directors.

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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.

- Approve Minutes of the June 10, 2021 Special Meeting (enclosure).
  - Acknowledge resignation of David J. Olderman from the Board of Directors, effective as of June 11, 2021.
  - Ratify approval of Grant of Easement between the District and United Power, Inc. (enclosure).
  - Ratify approval of Master Service Agreement for Cost Verification Services between the District and Independent District Engineering Services, Inc. (enclosures).
  - Ratify approval of Service Agreement for Electrical Work between the District and ADK Electric Corporation (enclosure).
  - Acknowledge Task Order No. 3 to the Master Service Agreement for Subgrade Investigation and Pavement Design and Construction Observation and Materials Testing Services between the District and CTL | Thompson, Inc., for Prairie Center Village One, Phase 4, for an increase in the contract amount not to exceed \$162,283.00 (enclosure).
  - Acknowledge Task Order No. 3 to the Master Service Agreement for Surveying Services between the District and Aztec Consultants, Inc., for Prairie Center Village I, Phase 4, for an increase in the contract amount of \$122,100 (enclosure).
  - Acknowledge Change Order No. 2 to the Construction Management Agreement between the District and R.G. Brinkmann Company, for addition of Task Order No. 3 for Phase IV of the Prairie Center Village I residential project (enclosure).
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## II. PUBLIC COMMENTS

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

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## III. FINANCIAL MATTERS

A. Conduct Public Hearing to consider Amendment to 2021 Budget and consider adoption of Resolution No. 2021-10-01, Resolution to Amend the 2021 Budget (enclosure).

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IV. LEGAL MATTERS

A. **Issuance of the District’s Subordinate Limited Tax General Obligation Bonds, Series 2021 (the “Series 2021 Bonds”):**

1. Acknowledge execution of Underwriter Engagement Agreement between the District and Stifel, Nicolaus & Company, Incorporated (enclosure).

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2. Acknowledge execution of Bond and Disclosure Counsel Engagement Agreement between the District and Ballard Spahr LLP (enclosure).

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3. Acknowledge execution of Proposal/Agreement for Preparation of Market Study and Competitive Market Area Analysis between the District and Zonda Advisory (enclosure).

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4. Acknowledge execution of Engagement Letter for Financial Forecast between the District and CliftonLarsonAllen LLP (enclosure).

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5. Acknowledge engagement of King & Associates, Inc. to prepare Appreciation Analysis.

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6. Acknowledge engagement of Schedio Group LLC for preparation of opinion regarding reasonableness of Project Management Fee, at a rate of \$200 per hour.

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7. Review and consider approval of Verification of District Expenditures Report dated \_\_\_\_\_, 2021 prepared by Independent District Engineering Services, LLC, and consider acceptance of District Eligible Public Improvement Costs in the amount of \$\_\_\_\_\_ (to be distributed).

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8. Review and consider approval of First Supplemental Indenture of Trust between the District and UMB Bank, n.a. (enclosure).

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9. Review and consider adoption of a Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2021, in an aggregate principal amount not to exceed \$5,250,000; authorize the execution of all related documents, instruments and certificates in connection therewith, ratify prior actions, authorize incidental actions, and repeal prior inconsistent actions (to be distributed).
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10. Review and consider adoption of Resolution No. 2021-10-\_\_\_\_, Resolution Regarding Continuing Disclosure Policies and Procedures (to be distributed).
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- B. Review and consider adoption of Second Amendment to Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests (enclosure).
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#### V. OPERATIONS AND MAINTENANCE MATTERS

- A. Consider approval of proposal from Vargas Property Services, Inc. for 2022 landscape services (enclosure).
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#### VI. CAPITAL MATTERS

- A. Discuss initial acceptance of Prairie Center Village I Phase III Improvements by the City of Brighton (enclosure).
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- B. Discuss the Prairie Center Village I Phase IV Improvements Projects.
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1. Consider approval of Task Order No 3 to the Master Service Agreement with Redlands Consulting, Inc. (to be distributed).
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- C. Discuss status of the Continental Pedestrian Connector Truss Bridge.
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1. Ratify approval of Service Agreement for Professional Design Services for Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC (enclosure).
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2. Consider approval of a construction Contract for the Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC (to be distributed).
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- D. Acknowledge execution of construction permit and delivery of Notice of Commencement of Construction pursuant to the Agreement on Permit for Easement Crossing between the District and Brighton Lateral Ditch Company.
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VII. OTHER MATTERS

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

VIII. CONTINUATION/ADJOURNMENT

- A. Discuss continuation of meeting, or scheduling of special meeting and adjournment.
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**THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 11, 2021.**

Informational Enclosures:

- Engineer's Letter and Verification of Costs No. 2
- Memo regarding New Rate Structure from Special District Management Services, Inc.

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 (the "District") HELD JUNE 10, 2021

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as "Board") was convened on Thursday, the 10<sup>th</sup> day of June, 2021 at 11:30 A.M. Due to 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, the District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Michael Tamblyn (via conference call)  
Rick Merkel (via conference call)  
Wendy Burke (via conference call)  
Brandon Schenberg (via conference call)  
David Olderman (via conference call)

##### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc. (via conference call)  
  
Paula Williams, Esq. and Erica Montague, Esq.; McGeady Becher P.C. (via conference call)  
  
Thuy Dam; CliftonLarsonAllen LLP (via conference call)

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Williams noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Williams that conflict disclosure statements were filed for all directors.

#### ADMINISTRATIVE MATTERS

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

## RECORD OF PROCEEDINGS

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

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

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

- Approve Minutes of the October 14, 2020 Special Meeting, November 12, 2020 Special Meeting and December 29, 2020 Special Meeting.
- Ratify approval of payment of claims for the period beginning November 1, 2020 through May 31, 2021 totaling \$3,205,952.56.
- Ratify approval of Service Agreement for Hydrovac Services between the District and Badger Daylighting.
- Ratify approval of Change Order No. 1 – RCD Construction Inc. for additional ROW Permit from City of Brighton, for the amount of \$3,500.
- Ratify approval of Change Order No. 2 – RCD Construction Inc. for addition of 3 weather days for the July 9, 2020 rain event.
- Ratify approval of Change Order No. 4 – RCD Construction Inc. for additional demolition work for water main work at Lot 9, for the amount of \$837.50.
- Ratify approval of Change Order No. 5 – RCD Construction Inc. for addition of 2 weather days for the September 8<sup>th</sup> and 9<sup>th</sup> rain/snow event.
- Ratify approval of Change Order No. 6 - RCD Construction Inc. for Phase III Earthwork Work, for the amount of \$388,011.38.
- Ratify approval of Change Order No. 8 - RCD Construction Inc. for Phase III Utilities, for the amount of \$1,662,105.83.
- Ratify approval of Change Order No. 10 - RCD Construction Inc. for Phase III Concrete Work, for the amount of \$556,787.25.
- Ratify approval of Change Order No. 11 - Brinkmann Constructors, d/b/a R.G. Brinkmann Company for Phase III General Conditions (fees and insurance), \$433,954.99.
- Ratify approval of Change Order No. 13 - Asphalt Specialties Co., Inc. for Phase III Asphalt, for the amount of \$748,278.05.

## RECORD OF PROCEEDINGS

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- Ratify approval of Change Order No. 14 – Brightview Landscape Services, Inc. for Phase III Landscape/Irrigation work, for the amount of \$560,371.
- Ratify approval of Change Order No. 15 – RCD Construction Inc. for additional Clear and Grub along 27<sup>th</sup>, for the amount of \$3,500.
- Ratify approval of Change Order No. 16 – Asphalt Specialties to deduct for change in asphalt cross section to 5” over 7”, <\$46,320.40>.
- Ratify approval of Change Order No. 17 – RCD Construction Inc. for additional demolition work at 27<sup>th</sup> Ave, for the amount of \$9,400.
- Ratify approval of Change Order No. 18 – RCD Construction Inc. for additional gutter inlet sections, for the amount of \$5,000.
- Ratify approval of Change Order No. 19 – Brightview Landscape Services, Inc. for staining of existing fence, for the amount of \$3,910.
- Ratify approval of Change Order No. 20 - Asphalt Specialties Co., Inc. for patch work of 27<sup>th</sup> Ave., for the amount of \$9,209.
- Ratify approval of Change Order No. 21 - RCD Construction Inc., to deduct for roads not to grade, in the amount of <\$3,688>.
- Ratify approval of Change Order No. 22 - Asphalt Specialties Co., Inc. for additional road grading, for the amount of \$3,688.
- Ratify approval of Change Order No. 23 – RCD Construction Inc. for Peregrine Tie In, for the amount of \$2,980.
- Ratify approval of Change Order No. 24 – Asphalt Specialties for asphalt tie-ins at Peregrine, for the amount of \$9,079.
- Ratify approval of Change Order No. 25 – RCD Construction Inc. for Existing Sidewalk Repairs, for the amount of \$5,190.
- Ratify approval of Change Order No. 26 – RCD Construction Inc. for RCD Removal of Asphalt Piles, for the amount of \$1,650. \*Construction Manager recommended rejection.
- Ratify approval of Change Order No. 27 – RCD Construction Inc. for ASCI Removal of Asphalt Piles, for a deduction in the amount of <\$1,650>. \*Construction Manager recommended rejection.
- Ratify approval of Change Order No. 28 – RCD Construction Inc. for RCD Charge for ASCI Water use, in the amount of \$1,400. \*Construction Manager recommended rejection.
- Ratify approval of Change Order No. 29 – RCD Construction Inc. for RCD Charge for ASCI Water Use, for a deduction in the amount of <\$1,400>. \*Construction Manager recommended rejection.
- Ratify approval of Change Order No. 30 – RCD Construction Inc. for ASCI contract amount correction, for a deduction in the amount of <\$3,688>.
- Ratify approval of Change Order No. 31 – RCD Construction Inc. for Asphalt Demo Credit, for a deduction in the amount of <\$2,622>.
- Ratify approval of Change Order No. 32 – RCD Construction Inc. for Dry Utility Conduit Credit, for a deduction in the amount of <\$11,620>.



## RECORD OF PROCEEDINGS

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- Ratify approval of Change Order No. 33 – RCD Construction Inc. for 6” Waterline upsizing, for the amount of \$8,800.
- Ratify approval of Change Order No. 34 – RCD Construction Inc. for Temporary seeding credit, for a deduction in the amount of <\$5,637.84>.
- Ratify approval of Change Order No. 35 – RCD Construction Inc. for GKT Temp Seeding Credit, for a deduction in the amount of <\$12,646.16>.
- Ratify approval of Change Order No. 36 – RCD Construction Inc. for Added Underdrain cleanout, for the amount of \$3,750.
- Ratify approval of Change Order No. 37 – Brightview Landscape Services, Inc. for Irrigation Bore under private drive, for the amount of \$3,376.
- Ratify approval of Change Order No. 38 – RCD Construction Inc. for Gutter Bird Bath correction, for the amount of \$1,120.
- Ratify approval of Change Order No. 39 – Brightview Landscape Services, Inc. for raising existing fence panels, for the amount of \$2,577.
- Ratify approval of Change Order No. 40 – RCD Construction Inc. for Phase Two Tract sidewalks, for the amount of \$4,977.60.
- Ratify approval of Change Order No. 41 – RCD Construction Inc. for Phase III BBMH Credit, for a deduction in the amount of <\$18,800>.
- Ratify approval of Change Order No. 42 – RCD Construction Inc. for Phase III SDMH Credit, for a deduction in the amount of <\$5,143>.
- Ratify approval of Change Order No. 43 – RCD Construction Inc. for Phase III Cast-In-Place SSMH 11-1, for the amount of \$9,320.50.
- Ratify approval of Change Order No. 44 – Brightview Landscape Services, Inc., for Phase II added Parcel Box, for the amount of \$1,200.
- Ratify approval of Change Order No. 45 – RCD Construction Inc. for Phase III added waterline bends, for the amount of \$16,113.
- Ratify approval of Change Order No. 46 – RCD Construction Inc. for Added Hydrant East of Peregrine, for the amount of \$16,827.68.
- Ratify approval of Change Order No. 47 – RCD Construction Inc. for Waterline stub to school site, for the amount of \$10,523.16.
- Ratify approval of Change Order No. 48 – RCD Construction Inc. for Non-Pot MH and vacuum valve, for the amount of \$10,367.88.
- Ratify approval of Change Order No. 49 – RCD Construction Inc. for Phase I cleanout repairs, for the amount of \$1,993.67.
- Ratify approval of Change Order No. 50 – RCD Construction Inc. for weather day schedule extension, for the amount of \$-0-.
- Ratify approval of Change Order No. 51 – RCD Construction Inc. for additional Dry Utility sleeves, for the amount of \$9,288.
- Ratify approval of Change Order No. 52 – RCD Construction Inc. for additional irrigation sleeves, for the amount of \$2,418.
- Ratify approval of Change Order No. 53 – RCD Construction Inc. for concrete collar and inlet cap- DPI, for the amount of \$4,382.41.

## RECORD OF PROCEEDINGS

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- Ratify approval of Change Order No. 54 – RCD Construction Inc. for concrete collar and inlet cap - PPI, for the amount of \$5,041.97.
- Ratify approval of Task Order No. 002 to the Master Service Agreement for Surveying Services between the District and Aztec Consultants, Inc. for Surveying Services for the Village I Phase IV Improvement Project, for the amount of \$101,251.
- Ratify approval of Task Order No. 002 to the Master Service Agreement for Subgrade Investigation and Pavement Design and Construction Observation and Material Testing Services between the District and CTL Thompson, Inc. for the Village I Phase IV Improvement Project, for the amount of \$75,000.
- Ratify approval of Service Agreement for Professional Design Services between the District and DTJ Design, Inc. for the Village I Phase IV Improvement Project.
- Ratify approval of Agreement on Permit for Easement Crossing between the District and The Brighton Lateral Ditch Company.

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

**PUBLIC COMMENT** There was no public comment.

### **FINANCIAL MATTERS**

**Unaudited Financial Statements:** Ms. Dam presented and reviewed the unaudited financial statements and schedule of cash position for the period ending March 31, 2021.

Following review and discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the unaudited financial statements and schedule of cash position for the period ending March 31, 2021 were accepted, as presented.

**2020 Audit:** Ms. Dam reviewed the draft 2020 Audit with the Board.

Following review and discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board approved the 2020 Audit, subject receipt of an unmodified opinion letter from the Auditor, and authorized execution of the Representations Letter.

**2022 Budget Preparation:** The Board discussed the preparation of the 2022 Budget.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Merkel, seconded by Director Schenberg and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget. The Board determined to hold the public hearing to consider adoption of the 2022 Budget on November 11, 2021 at 11:30 a.m., via Zoom.

### LEGAL MATTERS

**Subordinate Debt Issuance:** Attorney Williams discussed the status of the proposed subordinate debt issuance, including the kick-off call, the structure, and the timing of the issuance.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Schenberg and, upon vote, unanimously carried, the Board authorized Director Tamblyn to take any necessary actions required in connection with the debt issuance process, including but not limited to the engagement of consultants and the approval of offering documents relating to the issuance.

**Municipal Advisor Agreement:** Attorney Williams discussed with the Board the various reasons for engaging a Municipal Advisor for the proposed debt issuance. The Board then reviewed the Municipal Advisor Agreement between the District and Hilltop Securities Inc.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Schenberg and, upon vote, unanimously carried, the Board approved the Municipal Advisor Agreement between the District and Hilltop Securities Inc.

**Engagement of Ballard Spahr LLP as Bond Counsel:** The Board deferred discussion.

### CAPITAL MATTERS

**Prairie Center Village I Phase II Improvement Projects:** Director Tamblyn reported to the Board that the Prairie Center Village I Phase II Improvement Projects are completed. The improvements received initial acceptance from the City of Brighton in January, 2021, and are under the one-year warranty period. He is expecting final acceptance from the City of in January, 2022.

**Prairie Center Village I Phase III Improvements Projects:** Director Tamblyn reported to the Board that the Prairie Center Village I Phase III Improvement Projects are under construction. He noted utilities are 100% complete, curbs and gutters are 75% complete, and asphalt work will start this month and should be completed by August. He noted once the Project is 100% complete he will request initial acceptance from the City of Brighton.

## RECORD OF PROCEEDINGS

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**Prairie Center Village I Phase IV Improvements Projects:** Director Tamblyn noted the asphalt work and landscape improvement portion of the Village I Phase IV Improvement Projects is currently being bid. He noted the Developer will contract for the utility, concrete and other work, and construction is expected to begin in July, 2021.

**Bid Public Improvement Projects:** Following discussion, upon motion duly made by Director Burke, seconded by Director Olderman and, upon vote, unanimously carried, the Board authorized the Project Manager to bid the Village I Phase IV Improvement Projects.

**Service Agreement for Cost Verification Services:** Director Tamblyn reported to the Board that he has received two proposals for independent engineering services to provide cost verification services.

Following discussion, upon motion duly made by Director Merkle, seconded by Director Schenberg and, upon vote, unanimously carried, the Board authorized Director Tamblyn to make final decision to select an Independent Engineer for cost verification services and to execute the Service Agreement.

**Continental Pedestrian Connector Truss Bridge:** Director Tamblyn reviewed the Service Agreement for the Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC. Director Tamblyn noted that the Service Agreement is for the manufacturing of the bridge truss to connect the pedestrian trails.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board approved the Service Agreement for Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC.

**COMMUNITY  
MANAGEMENT  
MATTERS**

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The Board requested staff to provide a report at the next Board meeting.

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**ADJOURNMENT**

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

## RECORD OF PROCEEDINGS

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Respectfully submitted,

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

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RECORDING INFORMATION ABOVE

**GRANT OF EASEMENT**

Prairie Center Metropolitan District No. 7, a quasi-municipal corporation and political subdivision of the State of Colorado, GRANTOR (whether one or more), whose address is 141 Union Blvd., Suite 150, Lakewood, Colorado 80228, attention Ann Finn, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Adams, State of Colorado to-wit:

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

Those facilities may be underground and/or at grade and may include, but shall not be limited to, cables, conduits, wire, conductors, transformers and manholes.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit "A" to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit "A", during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

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

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

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused. No provision of this Agreement will be construed to constitute a waiver by Grantor of any provisions of the Colorado Governmental Immunity Act.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Adams County, Colorado.

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

SIGNED AND SEALED BY GRANTOR this 10<sup>th</sup> day of August, 2021.





EXHIBIT A  
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT K, PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, A PLAT RECORDED AT RECEPTION NO. 2017000114002, IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 23, BLOCK 12 OF SAID PLAT OF PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 AND CONSIDERING THE WESTERLY BOUNDARY OF SAID LOT 23 TO BEAR SOUTH 00°29'48" EAST, WITH ALL BEARINGS HEREON REFERENCED TO THIS LINE;

THENCE ALONG SAID WESTERLY BOUNDARY SOUTH 00°29'48" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY SOUTH 00°29'48" EAST, A DISTANCE OF 106.00 FEET TO THE NORTHERLY BOUNDARY OF AN 8-FOOT-WIDE UTILITY EASEMENT AS SHOWN ON SAID PLAT OF PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°30'12" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00°29'48" WEST, A DISTANCE OF 106.00 FEET TO THE SOUTHERLY BOUNDARY OF AN 6-FOOT-WIDE UTILITY EASEMENT AS SHOWN ON SAID PLAT OF PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°30'12" EAST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

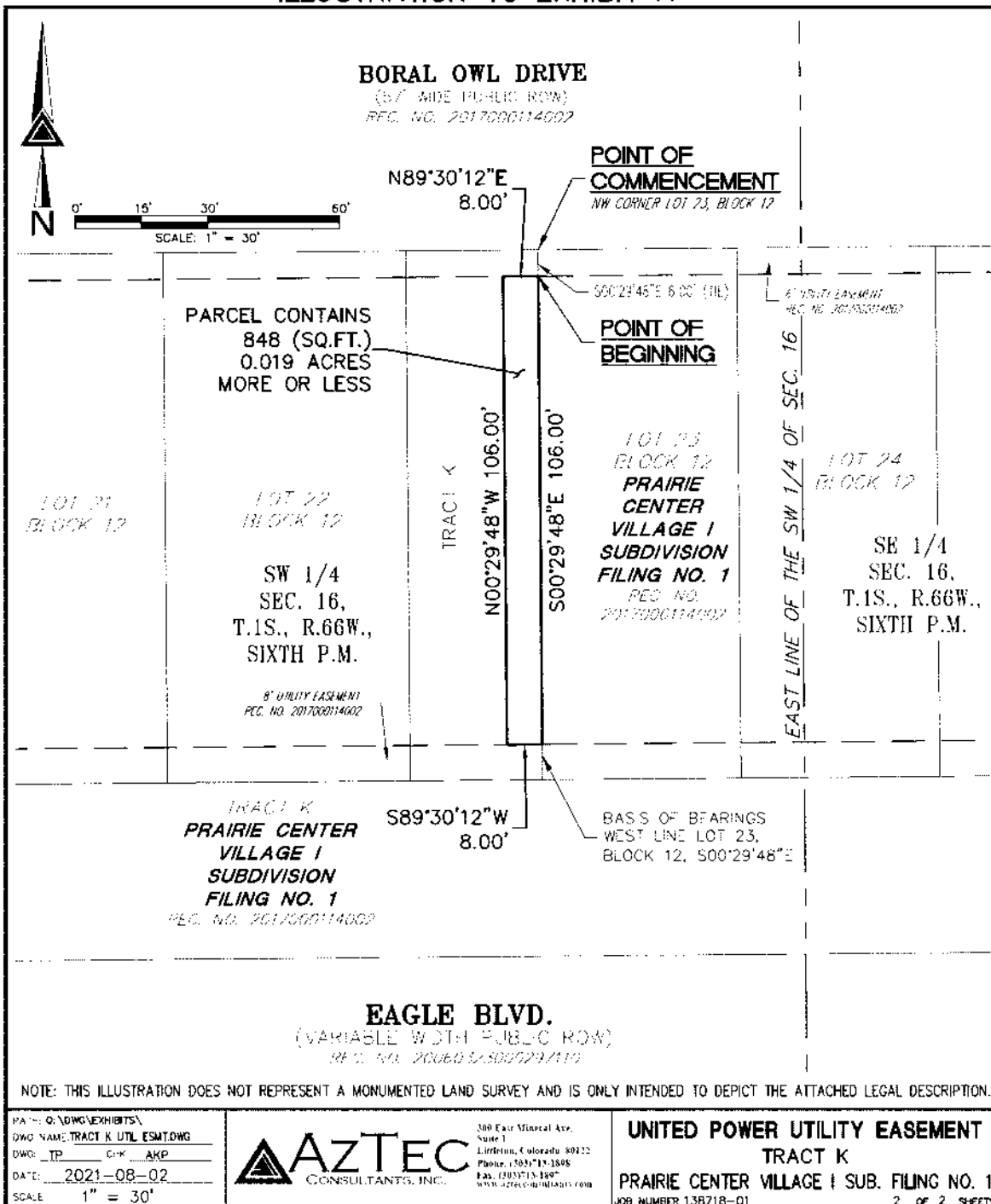
CONTAINING AN AREA OF 0.019 ACRES, (848 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898



ILLUSTRATION TO EXHIBIT A



## MASTER SERVICE AGREEMENT FOR COST VERIFICATION SERVICES

THIS MASTER SERVICE AGREEMENT FOR COST VERIFICATION SERVICES (“**Agreement**”) is entered into and effective as of June 10, 2021, by and between PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

- A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.
- B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.
- C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“**Task Order**”) basis, as more particularly described herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.
- D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

### I. CONSULTANT DUTIES AND AUTHORITY

#### 1.1 Duties of Consultant. The Consultant shall:

- (a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.
- (b) Be properly qualified to perform the Services. The Consultant does hereby agree that the quality of the Services shall be as specified in this Agreement and shall conform in all respects to the requirements of this Agreement.
- (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) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, 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 E** 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. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

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 the applicable Task Order, unless otherwise approved in advance by the District in writing pursuant to a Task Order.

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and 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 District may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order 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 in accordance with each Task Order through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

##### 4.1 Indemnification.

(a) The Consultant shall defend, indemnify and hold harmless the District and each of its directors, officers, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault to the extent caused by the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Consultant or any of its sub-consultants, officers, agents or employees, in connection with this Agreement and/or the Consultant's performance of the Services or work pursuant to this Agreement. The Consultant is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under worker's compensation acts, disability acts or other employee benefit acts.

(b) The Consultant will at all times defend, indemnify and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Consultant's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Consultant will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Consultant fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Consultant or may, at the District's option, be offset against any sums due and payable to Consultant pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Consultant will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Consultant may litigate any such lien or suit, provided the Consultant causes the effect thereof to be removed promptly in advance from the District's property.

(c) This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense if Consultant fails to provide the defense. The District retains the right to disapprove counsel, if any, selected by the Consultant to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance

coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

(d) The indemnification requirements detailed in this Section 4 regarding defense of the District shall be expressly limited by the terms and conditions of C.R.S. § 13-50.5-102(8), as amended, to the extent that such terms and conditions are applicable to the Services provided by the Consultant.

(e) District will give Consultant prompt written notice of any claim for which District seeks indemnification from District, and District will give Consultant the opportunity to participate in any proceedings regarding such claim. The parties will cooperate with each other in the defense, negotiation, and settlement of such claim, and the claim shall not be settled except with the consent of District and Consultant, which consent will not be unreasonably withheld.

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without

limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(v) Professional Liability Insurance Coverage.

a) For Services that constitute performing or furnishing design, planning, supervision, inspection, construction, or observation of construction of any improvement to real property pursuant to Section 13-80-104, C.R.S., the Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate.

b) For Services that do not constitute performing or furnishing design, planning, supervision, inspection, construction, or observation of construction of any improvement to real property pursuant to Section 13-80-104, C.R.S., the Consultant shall obtain and, continuously thereafter for three (3) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and



negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate.

c) The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

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

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via 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 Boulevard, Suite 150  
Lakewood, CO 80228  
Phone: (303) 897-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

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

To Consultant: Independent District Engineering Services, LLC  
355 Union Boulevard, Suite 302  
Lakewood, Colorado 80228  
Phone: (303) 679-6960  
Email: [gregtoler@idesllc.com](mailto:gregtoler@idesllc.com)  
Attn: Greg Toler

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

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, including the provisions of any Task Order issued hereunder, and if such failure of performance

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**





## EXHIBIT A

### General Description of Services

**Cost Verification** – Consultant will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District will provide the following documentation for completed, designed or administrative elements of the Project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (Consultant can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the District believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, Consultant will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Cost Verification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

Consultant will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. Consultant can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

**Aerial Photography** – Consultant will provide Aerial shots unless site is in a restricted airspace per FAA regulations.

**Meetings** – Consultant can participate in Project Meetings as necessary. Meetings may include District Board Meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

**Additional Services** – Additional Services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

## EXHIBIT B

### Task Order Process

#### A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written "**Request for Task Order**," setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the "**Task(s)**").

3. Consultant's Response. Within seven (7) business days of receipt of the District's Request for Task Order, the Consultant shall respond by providing the following elements (collectively the "**Task Order Submittal**") to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

## B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

## C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as Exhibit D and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-



performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

**EXHIBIT C**

Form of Task Order

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Cost Verification Services

**AGREEMENT NO.** \_\_\_\_\_ **AGREEMENT DATE** \_\_\_\_\_ **TASK ORDER NO.** \_\_\_\_\_

**CONSULTANT** \_\_\_\_\_

**TASK ORDER REFERENCE:** Task Order \_\_\_\_\_ Submittal (attached)

**TASK ORDER NAME:** \_\_\_\_\_

**METRO DISTRICT PROJECT ENGINEER:** IDES, LLC

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>000.00</u>
Task Order Price – Task Order No. _____	\$	<u>000.00</u>
<b>Total of Agreement Prices including this Task Order</b>	<b>\$</b>	<b><u>000.00</u></b>

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.  
This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

**APPROVALS REQUIRED:**

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

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

\_\_\_\_\_  
Consultant Date

\_\_\_\_\_  
Authorized Agent Title

## EXHIBIT D

### Fee Schedule/Contract Price

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

#### **FEE**

Consultant proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule below. Based on Consultant's experience, a Not to Exceed amount of Thirty Thousand Dollars (\$30,000) should allocate the funds required for the tasks, and any excess funds may be used for Additional Services.

#### **CHARGE RATE SCHEDULE**

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that Consultant is authorized to perform a task authorized under this scope of services at the direction of any individual Board member.

The following Billing Rates shall apply for the Task Order:

Office Administrator \$ 90.00 per hour

Project Administrator \$ 115.00 per hour

Project Engineer \$ 138.00 per hour

Professional Engineer \$ 146.00 per hour

District Engineer \$ 150.00 per hour

#### **Reimbursable Expenses**

Mileage IRS Rate + 10%

Plan Copies, outside copies, other items at cost + 10%

## EXHIBIT E

### 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.

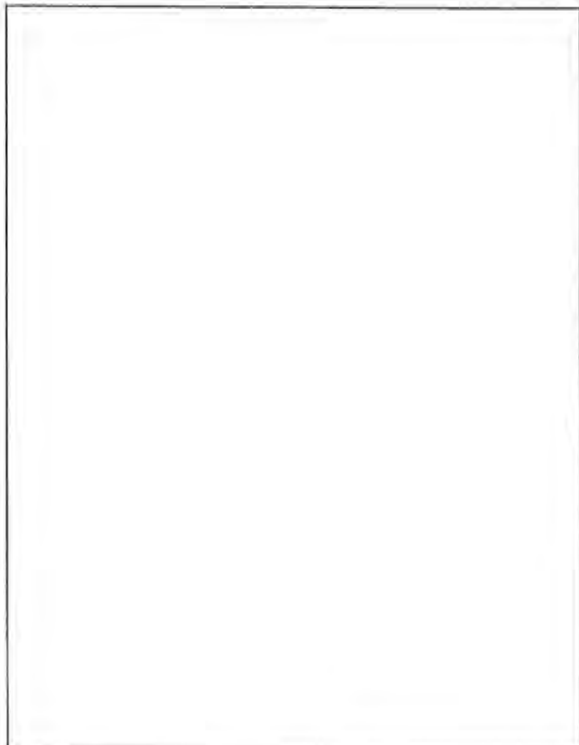
<b>Change Order No:</b> 0002	<b>Date Issued:</b> 7/26, 2021
<b>Name of Agreement:</b> Construction Management Agreement	
<b>Date of Agreement:</b> December 19, 2017 with an effective date of January 29, 2018	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> R.G. Brinkmann Company	

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

Exhibit A to the Agreement is hereby amended by the addition of Task Order 3 for Phase IV of the Prairie Center Village I residential project, attached hereto and incorporated herein by this reference.


<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
<p>Compensation. The District shall pay the Construction Manager a fee of five percent (5%) ("CM Fee") of the aggregate payments the District makes to Approved Contractors, which shall be calculated and paid on a monthly basis; provided, however, the amount of such aggregate payments on which the CM Fee is calculated shall exclude those categories of expenses that are identified as "Excluded from CM Fee calculation" on Exhibit B-1, to the Agreement. In addition to the CM Fee, the District shall pay the Construction Manager Twenty-Seven Thousand Seven Hundred Twenty-One Dollars and 40 cents (\$27,721.40) per month (the "General Conditions Fee") from August 2021 through and including May 2022, which is reasonably calculated to pay the Construction Manager for certain administrative, equipment and materials incurred in the interest of the Work as more specifically described on Exhibit B-2 to the</p>	<p>Original Term: Expires <u> N/A </u>, 20<u> </u></p>

Agreement. Payment or reimbursement of other costs incurred by the Construction Manager shall be subject to (i) prior written approval of the District Construction Representative (defined below), (ii) delivery of invoices and such other documentation as may be reasonably requested by the District and (iii) written recommendation of the District Construction Representative of the amount to be paid or reimbursed (such amounts, "Reimbursable Expenses"). For purposes of this Agreement, the "District Construction Representative" shall be Michael Tamblyn; provided, however, that the District reserves the right, in its sole discretion and without the Construction Manager's consent or the need to amend this Agreement, to designate a different District Construction Representative subject to providing the Construction Manager with notice of such change in designation in accordance with Section 31.

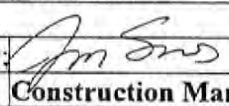



New Term: Upon Completion
Agreement Time with all Approved Change Orders: N/A

**APPROVED:**

By:  Michael Tamblyn  
District District President

**APPROVED:**

By:  Jason Somers -  
Project Director  
Construction Manager

**TASK NO. 3: Prairie Center Village I, Phase IV Subdivision Improvements Project**

<b>Description of Improvement</b>	<b>Cost Estimate<sup>1</sup></b>
Grading and Dirt Import	\$630,957.00
Site Utilities	\$3,027,847.32
Asphalt Paving	\$969,803.40
Site Concrete	\$967,511.95
Landscaping	TBD
<b>Owner Approved Contractor Total</b>	<b>\$5,596,119.67</b>
Brinkmann 5% Fee on Approved Contractor Total	\$279,805.98
General Conditions Fee – 10 months	\$277,214.00
Insurance	\$4,567.56
<b>Brinkmann Contract Amount</b>	<b>\$561,587.55</b>

<sup>1</sup>These Cost Estimates may be adjusted pursuant to change orders, modification of the construction plans or other factors and are not the basis for calculating the CM Fee, which shall be calculated as provided in Section 8 of the Agreement including, without limitation, the exclusions listed on Exhibit B-1.



## SERVICE AGREEMENT FOR ELECTRICAL WORK

THIS SERVICE AGREEMENT FOR ELECTRICAL WORK (“Agreement”) is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **ADK ELECTRIC CORPORATION**, a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

### RECITALS

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

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

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

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

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

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed Eighteen Thousand Three Hundred Eighty Dollars (\$18,380.00), unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

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

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

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

## III. TERM AND TERMINATION

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

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

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 7  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

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

To Consultant: ADK Electric Corporation  
3773 Jason St., Unit 1  
Englewood, CO 80110  
Phone: 303-781-7400  
Email: [JPrendergast@adkelectric.com](mailto:JPrendergast@adkelectric.com)  
Attn: Jason Prendergast

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**



**[SIGNATURE PAGE TO SERVICE AGREEMENT FOR ELECTRICAL WORK]**

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

Consultant:  
**ALLIANCE COMMERCIAL  
MAINTENANCE SERVICES, INC.**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Alliance Commercial Maintenance Services, Inc.

Witness my hand and official seal.

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

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

District:  
**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 7**  
By: \_\_\_\_\_  
President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Mike Tamblyn, as President of Prairie Center Metropolitan District No. 7.

Witness my hand and official seal.

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

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

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

Project Description: Power for irrigation timer and low voltage landscape lighting, including:

Provide pipe and wire from transformer to future location of irrigation timer and low voltage lighting. Provide meter pedestal by transformer terminate approximately 600' away to a 4"x4" post NEMA 3 12 circuit panel. Trenching and backfill included. Note that coordination with the power company will be required as they will need to set the meter/panel and could take quite some time. If they can provide a location where this disconnect will be, we'll get as close as we can, then come back once their equipment is installed for a tie in. Power from controller to upright location about 170' away will also be installed as shown in attached pdf. Controller/lights to be provided/installed by others.

Total Price: \$18,380.00



# Bid Form

Project Name: Prairie Center Village

Project Number: 108022

Date: 7/28/2021

To: Ryan Heffernan

Attention: Ryan Heffernan

Email: [rheffernan@brinkmannconstructors.com](mailto:rheffernan@brinkmannconstructors.com)

	YES	NO
Tax Included: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Posted/Prevailing Wage: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bond Included: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Can ADK Bond Project? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Addenda: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AE Plans & Specs Dated:

Attached PDF

Project Description:	
Power for irrigation timer and low voltage landscape lighting	
Provide pipe & wire from transformer to future location of irrigation timer and low voltage lighting. Provide meter pedestal by transformer terminate approx. 600' away to a 4"x4" post NEMA 3 12 circuit panel. Trenching and backfill included. Note that coordination with the power company will be required as they will need to set the meter/panel and could take quite some time. If they can provide a location where this disconnect will be, we'll get as close as we can, then come back once their equipment is installed for a tie in. Power from controller to upright location about 170' away will also be installed as shown in attached pdf. Controller/lights to be provided/installed by others.	
_____	_____
_____	_____
_____	\$ 18,380.00

Alternate	Description:	Amount (\$):
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Estimator: **Jason Prendergast**

[JPrendergast@adkelectric.com](mailto:JPrendergast@adkelectric.com)

720-520-2440

Please see the attached Bid Clarification. This bid is only valid for 10 days.

ADK Electric Corp. Authorized Signature

Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

# Clarifications

## 1. ELECTRICAL:

- a. Material components and performance of a complete electrical scope per contract documents.
- b. Relevant annotations on contract drawings within the constraints of the contract scope.
- c. Review of existing project conditions and production of RFIs prior to scope performance.

## 2. GENERAL CONDITIONS:

- a. Daily cleanup for own work.
- b. Cost assumes ADK's regular and necessary access to jobsite material lift(s).
- c. Bond Rate/Cost – 1.8%
- d. Terms of AIA Document A401-2017 contractor and subcontractor apply.**
- e. All minimum state required insurance limits for [general liability, auto, and workman's comp].
- f. ADK Electric shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified.
- g. Contract execution is expressly contingent upon ADK receiving a copy of all contract documents containing terms applicable to ADK Electric Corporation.
- h. Due to the escalating costs of copper, PVC, and steel in the marketplace, our suppliers are only able to quote material costs on a day-to-day basis. ADK Electric Corporation reserves the right to pass on these increases.
- i. Locates to be called in by ADK Electric prior to any digging/trenching.

## **Exclusions:**

### **1. ELECTRICAL:**

- a. Costs associated with the design, use or installation of temporary generators.
- b. Costs associated with the design and installation of lightning protection systems.
- c. The renovation of any existing components or systems not shown on the contract documents.

## **1 SITE:**

- a. Costs associated with both the material components and the processing of drywall, roofing, building structure, flooring, or foundation.
- b. Design, costs, material components, associated with temporary conditioning.
- c. Costs associated with task lighting for other trades.
- d. Costs associated with asphalt and concrete (cutting, patching, encasement, pads, flashing, and pole bases).
- e. Costs associated with, dumpsters, fuel storage, scaffolding, site access or maintenance, or locating buried systems throughout the project site.
- f. ADK will not perform in frozen earth.
- g. Costs associated with extreme weather and its impacts on project scope.
- h. The renovation of any system or system component currently not shown on contract drawings.

## **2 GENERAL CONDITIONS:**

- a. Any warranty, maintenance, components or testing of equipment provided by others.
- b. Any costs associated with the testing; abatement, training, or mitigation of hazardous compounds including but not limited to Asbestos and PCB's.
- c. Use Tax.
- d. Costs associated with, public utility fees and services, parking fees, phasing of construction, the expedition of long lead times for specified scope components, or X-rays.
- e. Additional costs associated with the mitigation of viral pathogens will be assessed on an individual basis and may be passed on to the General Contractor.
- f. BIM Coordination and Modeling.



Proj Coord: **Micheal Hess**  
 PC Cell: **303-637-1272**  
 Designed By: **Jay Ewing**  
 Designer Cell: **303-319-5698**  
 Design Comp Date:

Revised By:  
 Date:  
 ROW Agent:

Const. Coord:  
 CC Cell:

Sub/Circuit/Phase: **22-1 B**  
 Right of Way (All):   
 Spec. Equipment:   
 Primary/CT Metering:   
 Locates Req'd:

Work Order: **202001023**  
 Service Order: **2020000730**  
 Project Name: **PRAIRIE CENTER VILLATE F-1 PH-3**  
 Description: **INSTALL SINGLE PH TO 85 LOTS & 12 STLTS**



Equipment Loc: **58160014002**  
 Service Loc: **5816**  
 Contact Ph: **303-378-4166**

Svc Address: **S 27TH AVE & KESTREL S**  
 City: **BRIGHTON**  
 County:  
 Sec/Twn/Rng: **10 1S 65W**

**Conductor Summary**

Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total
UP 1/0 EPR C	New	UG	PRIMARY	31	6380	7875
UP 350 TXUSE C	New	UG	SECONDARY	24	2115	2595
UP 4 TXUSE C	New	UG	SECONDARY	15	3246	3486

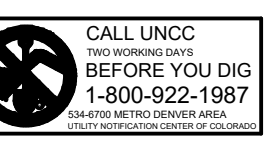
**Bore/Trench Summary**


**COMMENTS**

DEVELOPER INSTALLED ROAD CROSSING RC1 - 2-4" & 1-6", RC2-3 - 1-4" & 1-6", RC4-7 - 1-4"

Inspection By: \_\_\_\_\_ Date: \_\_\_\_\_ Construction By: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed/Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



DRAWN BY:	DTJ
CHECKED BY:	DTJ
PROJECT NO.:	
ISSUE DATE:	08/04/2020
REVISIONS:	
Rev 05:	04/14/2021

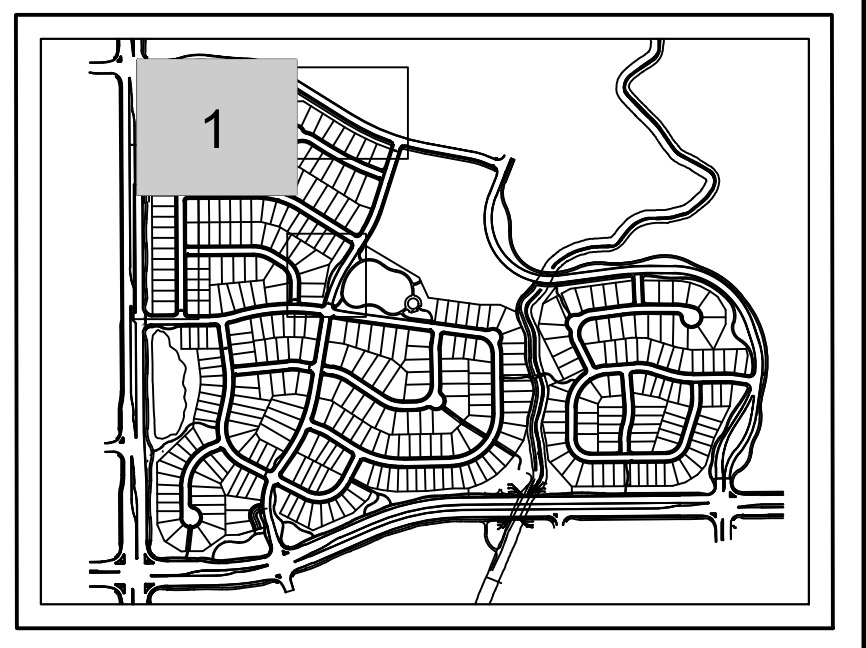
SHEET TITLE:  
IRRIGATION PLAN

SHEET NUMBER:

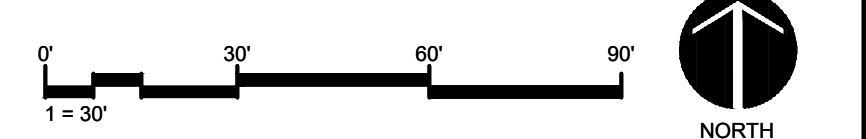


SEE L-301  
SEE L-003

SEE L-301  
SEE L-002



KEYMAP



Drawing: D:\DC Project Files\2017\02 Prairie Center Bid Package\Comments\phase3\001.dwg, Prairie Center - Phase III Irrigation Plan  
Last Saved: April 13, 2021 5:07:57 PM by Steve  
COMPANION TO ALL RIGHTS RESERVED DTJ DESIGN, INC. 2015



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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b> Service Agreement for Electrical Work	
<b>Date of Agreement:</b>	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b>	

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

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

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

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



The undersigned agrees to the above terms and conditions:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Title

**EXHIBIT A**

Scope of Work

**EXHIBIT B**

Pricing

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Surveying Services

**AGREEMENT NO.** \_\_\_\_\_ **AGREEMENT DATE** 1/24/2018 **TASK ORDER NO.** 003

**CONSULTANT** Aztec Consultants, Inc.

**TASK ORDER REFERENCE:** Task Order 003 Submittal (attached)

**TASK ORDER NAME:** Prairie Center Village I, Phase 4

**METRO DISTRICT PROJECT ENGINEER:** Redland Consulting Group, Inc.

**BASIS OF COMPENSATION:** See Exhibit attached hereto

**SCHEDULE:** N/A

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders (Task Orders 001 and 002)</b>	\$	<u>101,251.00</u>
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<b>Task Order Price – Task Order No. <u>003</u></b>	\$	<u>122,100.00</u>
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<b>Total of Outstanding Agreement Prices including this Task Order</b>	\$	<u>223,351.00</u>
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**AGREEMENT TERMS AND CONDITIONS**

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

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

**APPROVALS REQUIRED:**

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

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

\_\_\_\_\_  
Consultant Date

\_\_\_\_\_  
Authorized Agent Title

<b>Change Order No:</b> 0002	<b>Date Issued:</b> _____, 2021
<b>Name of Agreement:</b> Construction Management Agreement	
<b>Date of Agreement:</b> December 19, 2017 with an effective date of January 29, 2018	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> R.G. Brinkmann Company	

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

Exhibit A to the Agreement is hereby amended by the addition of Task Order 3 for Phase IV of the Prairie Center Village I residential project, attached hereto and incorporated herein by this reference.

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
<p>Compensation. The District shall pay the Construction Manager a fee of five percent (5%) (“CM Fee”) of the aggregate payments the District makes to Approved Contractors, which shall be calculated and paid on a monthly basis; provided, however, the amount of such aggregate payments on which the CM Fee is calculated shall exclude those categories of expenses that are identified as “Excluded from CM Fee calculation” on Exhibit B-1, to the Agreement. In addition to the CM Fee, the District shall pay the Construction Manager Twenty-Seven Thousand Seven Hundred Twenty-One Dollars and 40 cents (\$27,721.40) per month (the “General Conditions Fee”) from August 2021 through and including May 2022, which is reasonably calculated to pay the Construction Manager for certain administrative, equipment and materials incurred in the interest of the Work as more specifically described on Exhibit B-2 to the</p>	<p>Original Term: Expires ___N/A_____, 20___</p>



Agreement. Payment or reimbursement of other costs incurred by the Construction Manager shall be subject to (i) prior written approval of the District Construction Representative (defined below), (ii) delivery of invoices and such other documentation as may be reasonably requested by the District and (iii) written recommendation of the District Construction Representative of the amount to be paid or reimbursed (such amounts, "Reimbursable Expenses"). For purposes of this Agreement, the "District Construction Representative" shall be Michael Tamblyn; provided, however, that the District reserves the right, in its sole discretion and without the Construction Manager's consent or the need to amend this Agreement, to designate a different District Construction Representative subject to providing the Construction Manager with notice of such change in designation in accordance with Section 31.

New Term:  
Upon Completion

Agreement Time with all Approved Change Orders: N/A

**APPROVED:**

By: **District**

**APPROVED:**

By: **Construction Manager**

**TASK NO. 3: Prairie Center Village I, Phase IV Subdivision Improvements Project**

# STIFEL

August 12, 2021

Mr. Mike Tamblyn  
The Kroenke Group  
211 N. Stadium Blvd., Suite 201  
Columbia, MO 65203

RE: Underwriter Engagement Relating to a Potential Municipal Securities Transaction in connection with a residential project (the "Project") for the Prairie Center Metropolitan District No. 7 (the "Issuer") City of Brighton, Adams County, Colorado

Dear Mike:

The Issuer and Stifel, Nicolaus & Company, Incorporated ("Stifel") are entering into this engagement letter to confirm they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities (the "Issue") related to the Project and to formalize Stifel's role as underwriter with respect to the Issue.

### *Engagement as Underwriter*

Issuer is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

### *Limitation of Engagement*

It is Issuer's intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Issuer, finalizing the structure of the Issue and executing a bond purchase agreement. While Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by the underwriter, or Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

### *Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter*

The Issuer confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)<sup>1</sup>:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

## 1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has not identified any actual or potential material conflicts of interest.

## 2. Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:

- o Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

## 3. Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
  - o MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - o The underwriters’ primary role is to purchase the securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
  - o The underwriters have a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
  - o The underwriters will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>
- Disclosures Concerning the Underwriters’ Compensation:
  - o The underwriters will be compensated by an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Receipt of the underwriting discount will be contingent on the closing of the transaction and this amount will be based on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

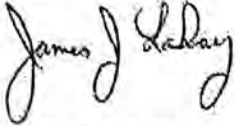
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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated



James J. Lahay  
Managing Director

Issuer accepts and acknowledges the foregoing.

Accepted and Executed:

By:



Name:

Michael Tamislyn

Title:

President - Prairie Center Metro District #7

Date:

8/24/21

cc: Paula Williams, Esq.  
Creig Veldhuizen  
John P. Klaus  
Brendan Ross

-----  
1225 17th Street, Suite 2300  
Denver, CO 80202-5596  
TEL 303.292.2400  
FAX 303.296.3956  
www.ballardspahr.com

September 1, 2021

Prairie Center Metropolitan District No 7  
Michael Tamblyn, President  
c/o Ann Finn,  
Special District Management Services  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

Dear Michael:

We are pleased that Prairie Center Metropolitan District No. 7 (the “**District**”) has engaged Ballard Spahr LLP as bond and disclosure counsel in connection with the District’s proposed Subordinate Limited Tax General Obligation Bonds, Series 2021 (the “**Bonds**”) to fund the costs of certain public infrastructure and facilities for a residential development located in the City of Brighton, Colorado.

This transmittal letter, together with the attached Terms of Representation, is intended to formalize our retention. It sets forth the scope of our engagement, outlines how we propose to staff the work for the District, discusses certain of our confidentiality obligations, and addresses certain conflict of interest understandings.

If this letter and the attached Terms of Representation correctly reflect your understanding, please sign, date and return the enclosed copy of this letter to me. We value our representation of the District and are grateful that the District will look to us for legal representation.


Very truly yours,



Anastasia G. Khokhryakova

**AGREED AND APPROVED**

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

By:   
Name: Michael Tamblyn  
Title: President  
Date: 9/8/21

## TERMS OF REPRESENTATION

The following terms together with the accompanying letter of engagement dated September 1, 2021 (the “**Transmittal Letter**”) constitute the terms of the engagement of Ballard Spahr LLP (“**Ballard Spahr**”) as the District’s bond and disclosure counsel with respect to the proposed Bonds:

1. **CLIENT.** It is understood that Ballard Spahr’s client for purposes of this representation is limited to the District and does not include others.

2. **SCOPE OF REPRESENTATION.** It is currently contemplated that the Bonds will be issued by the District and will be secured by ad valorem property taxes of the District and related specific ownership taxes. The payment of the Bonds will be subordinate to the District’s Limited Tax General Obligation Bonds, Series 2020 (the “Senior Bonds”) and no debt service payment can be made on the Bonds while the Senior Bonds are outstanding.

The Bonds will be offered to financial institutions or institutional investors in a limited offering by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), using a limited offering memorandum prepared by us, as disclosure counsel.

As bond counsel we will advise the District in connection with the structuring of the Bonds and will prepare the basic bond documents. In that role, we will (i) prepare an Indenture of Trust; (ii) prepare a resolution of the District authorizing the Bonds and other documents; (iii) prepare and/or review, as applicable, such other documents and agreements as may be required in connection with the Bonds or which we deem necessary for rendering our opinion, (iv) negotiate opinions of the District’s counsel, and other necessary opinions required to be delivered in connection with the issuance of the Bonds; (v) prepare a tax certificate and a tax-exempt opinion for each series of Bonds; and (vi) prepare the forms of such closing documents, certificates and opinions of counsel as may be required by the terms of the financing, the District’s service plan and applicable federal and state laws.

As you know, bond counsel’s primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds and the status of any exemption provided to interest thereon under federal tax law. Subject to the completion of tax due-diligence and other proceedings to our satisfaction, on the date when the Bonds are issued, we will render our opinion in customary form to the District addressing whether the Bonds have been duly authorized, executed and delivered and addressing the extent to which the interest on the Bonds is excluded from gross income for purposes of federal income tax. These opinions will be executed and delivered by us in written form and will be based on facts, expectations and law existing as of the date of the opinion.

As disclosure counsel to the District, we will advise the District in connection with its disclosure obligations under applicable securities laws and will prepare the basic disclosure documents. In particular, we will (i) assist the District in the preparation of a preliminary limited offering memorandum and limited offering memorandum (collectively, the “LOM”) to be used by the Underwriter in connection with issuance and sale of the Bonds; (ii) conduct diligence of



the contracts and other affairs of the District and of the existing and planned development in the District that are material to such disclosure documents; (iii) provide a letter to the District stating that, during the course of our preparation of the LOM, no facts came to our attention which indicated that the contents of the LOM, as of its date, were inaccurate or incomplete in any material respect; and (iv) prepare and/or review, as applicable, such other documents and agreements as may be required in connection with the LOM or which we deem necessary for providing such letter.

While we will assist the District in preparing the LOM, our role as disclosure counsel does not include any independent verification of the statements of fact to be contained in the LOM and any appendices thereto. Furthermore, we will not verify or opine upon, and we do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the LOM and our letter delivered to the District will expressly disclaim the same. In addition, we will express no opinion or belief as to the assumptions, projections, estimates, forecasts, financial statements, or other financial, numerical, economic, technical, demographic or statistical data included in the LOM.

We assume no obligation to review the financial condition of the District or any other participant or the adequacy of the security provided to bondholders, and we will express no opinion relating thereto. However, we reserve the right to request such information as we consider necessary to inform ourselves of all aspects of the financing. As bond counsel we would also not assume responsibility for the accuracy, completeness or fairness of statements contained in any offering materials, other than any statements regarding validity of the Bonds, tax exemption or other issues that we expressly address in an opinion. While we may suggest alternative provisions for the documents to comply with legal requirements and accommodate the interests of the parties, we neither represent nor advocate the interests of any party to the transaction other than the District, and we expect that the developer(s) of the properties in the District, the Underwriter, and other parties will retain such other counsel as they deem necessary and appropriate to represent their interests.

**3. STAFFING.** Customarily, each client of Ballard Spahr is served by a Relationship Partner (a principal lawyer contact) and one or more Matter Billing Lawyers (a lawyer designated to oversee an individual matter that Ballard Spahr handles on your behalf). It is expected that Anastasia Khokhryakova will be the Relationship Partner and will be Matter Billing Lawyer for our work as bond counsel and disclosure counsel to the District. The work or parts of it may be performed by other lawyers and legal assistants at Ballard Spahr. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

**4. FEES AND EXPENSES.** Our fee to act as bond and disclosure counsel to the District in connection with the issuance of the Bonds (as presently proposed) will be \$110,000 (consisting of \$70,000 for bond counsel work and \$40,000 for disclosure counsel work), a fee based on the structure, size and complexity of the financing transaction, and our estimate of the amount and nature of legal work necessary to accomplish a closing of the Bonds on or before November 30, 2021. This fee includes routine out of pocket disbursements (such as photocopying charges, delivery expenses, fax charges and postage). Any extraordinary

disbursements or expenses authorized by the District will be billed to the District. If the anticipated structure of the Bonds changes significantly, we may propose an increase in the fee if warranted by the change. The above proposed fee is nonbinding if the structure of the Bonds is materially different from the structure described above. Our fee for bond and disclosure counsel services will be payable on the closing date for the Bonds.

**5. RETENTION AND DISPOSITION OF DOCUMENTS.** Following the termination of our representation, any otherwise nonpublic information the District has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the District's papers and property will be returned to the District promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by Ballard Spahr. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

**6. REGARDING FEDERAL TAX ADVICE.** In the course of our representation, we may render tax advice to the District on various legal matters. The District understands that they may not use such tax advice to avoid any penalties that may be imposed by the Internal Revenue Service unless, in accordance with the Internal Revenue Service rules of practice, we are specifically engaged to provide a formal, written tax opinion for that purpose. Accordingly, the District acknowledges that we may legend any written tax advice that we provide in the course of this engagement to indicate that it may not be relied on for purposes of penalty protection. The District further understands that our representation does not include the provision of any tax advice concerning transactions in which you may participate that would be "reportable transactions" within the meaning of Section 6707A of the Internal Revenue Code of 1986, as amended, and that our provision of tax advice concerning such transactions would require a separate engagement for that purpose.

**7. CONFLICTS OF INTEREST.** Ballard Spahr represents many other companies and individuals. It is possible that present or future clients of Ballard Spahr will have disputes or transactions with the District. For example, from time to time we represent investment banking firms with whom the District may have a relationship, such as the Underwriter, that may be viewed as competing with the District's projects, but are not related to the District's project, and we would expect to continue with these representations. Accordingly, to prevent any future misunderstanding and to preserve Ballard Spahr's ability to represent the District and its other clients, the District and we agree as follows with respect to certain conflicts of interest issues:

(a) Unless we have the District's specific agreement that we may do so we will not represent another client in a matter which is substantially related to a matter in which we represent the District and in which the other client is adverse to the District. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.

(b) In the absence of a conflict as described in subparagraph (a) above, the District acknowledges that we will be free to represent any other client either generally or in any matter in which the District may have an interest.

(c) The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which the District might have an interest, including, but not limited to:

(i) Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which you are a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;

(ii) Representation of the debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which you are a creditor, debtor or otherwise have an interest in the case;

(iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and

(iv) Litigation matters brought by or against you as long as such matters are not the same as or substantially related to matters in which we are, or have been, representing you.

We agree, however, that the District's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the District, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. The District should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the District.

**8. APPLICATION OF THESE TERMS.** The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern our relationship with you upon our retention even if you do not sign and return a copy of the Transmittal Letter. In the event that we agree to undertake additional matters, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this matter. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences as early as possible and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with you with respect to our engagement to provide professional services to you. The terms and conditions of this letter may be modified or amended only by written agreement

signed by an authorized representatives of the District and Ballard Spahr, and no party may bind another party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other parties.

# Ballard Spahr LLP

2021

## Disbursement Pricing

Disbursement	Cost
Ballard Spahr Messenger	No Charge
Binding	No Charge
Cab Fares/Ride Share Services	Actual Cost
Courier Service	Actual Cost
Data Hosting	\$5 p/gb per month
Data Processing	\$200 p/gb
Document Production	No Charge
Duplicating	\$0.10 per page
Duplicating (Color)	\$0.45 per page
Outside Duplicating	Invoice Cost
Fax (Outgoing Only)	No Charge
Lexis and Westlaw	Actual (discounted) Cost
Library Research Services	Published Standard Cost
Long Distance Telephone	No Charge
Overtime	No Charge
Postage	No Charge (Standard USPS First Class under \$25) Actual Cost (Standard USPS First Class over \$25, Certified, Registered, Insurance, USPS Priority and Overnight Express)
State Department Services	No Charge
Telephone (Credit Card Calls)	No Charge
Travel	Actual Cost

June 21, 2021

**CONFIDENTIAL****Prairie Center Metropolitan District No. 7**

Mr. Mike Tamblyn (303) 378-4166

c/o CliftonLarsonAllen  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, Colorado 80111Sent via email: Mr. Mike Tamblyn: [mtamblyn@thekroenkegroup.com](mailto:mtamblyn@thekroenkegroup.com)Cc: Mr. Creig Veldhuizen, Hilltop Securities, Inc: [creig.veldhuizen@hilltopsecurities.com](mailto:creig.veldhuizen@hilltopsecurities.com)**Subject: Prairie Center Metropolitan District No. 7 Market Study and Competitive Market Area Analysis Refresh/Update within the Denver Market Area, specific to the City of Brighton, Colorado**

Dear Metropolitan District Representative(s),

Zonda Advisory, a Delaware limited liability company ("Zonda Advisory" or "we"), is pleased to present this agreement (this "Agreement") to provide quantitative real estate research services (this "Agreement") to Prairie Center Metropolitan District No. 7 ("Client," or "you").

This Agreement contains seven sections:

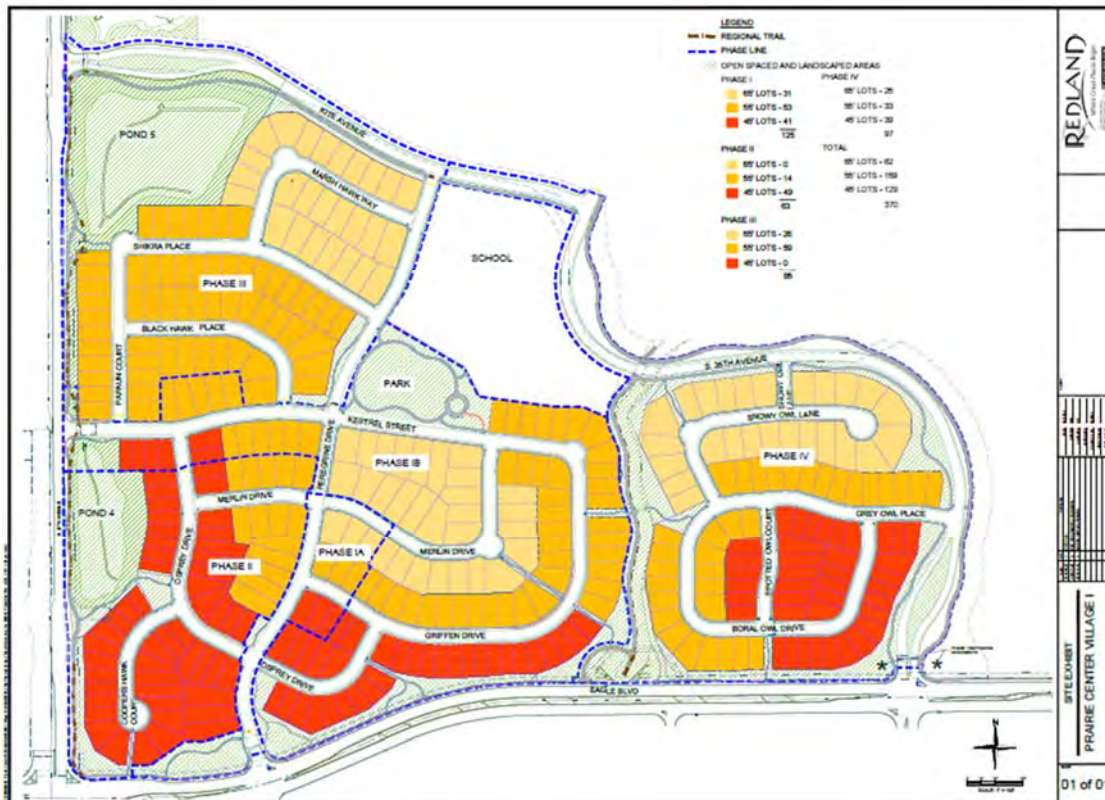
1. Background and Objectives
2. Scope of Work
3. Deliverables and Timing
4. Experience
5. Fee Requirements
6. Terms and Conditions
7. Acceptance

**1. BACKGROUND AND OBJECTIVE**

The goal of this research is to provide the Client with an updated assessment of the competitive position for the Villages at Prairie Center community, within the context of the local housing market, home prices by product segment, and a build-out model forecast of home absorption over time.

This is an update to the previous study engaged on 02/03/2020, and delivered in draft form on 03/05/2020 (utilizing December 2019 Economic data and 4Q2019 Metrosearch lot-by-lot data).

Zonda Advisory will evaluate the proposed residential program for the subject property ("the District") within the community, focused specifically on the District's anticipated total of 370 for-sale single-family detached homes within the following program:



Metro District No.	Filing No. / PA	Name	Product / Lot Size	Builder (LOI, Contract, etc)	Collection (or Fin Sq. Ft.)	District Lots	Home-Lot Status (1Q21 Survey)				Timing Assumptions (provided)		
							Homes Completed	Homes Under Construction	Vacant Developed Lots	Future Lots	District Finished Lots Ready	District Planned Home Closings	District Target Price (\$)
7	1	Village-1	SFD 45'x115'	KB Home	1,561-2,250	129	40	12	38	0	Already	Already	TBD
7	1	Village-1	SFD 55' x 115'	Meritage	1,727-3,147	159	38	15	0	0	Already	Already	TBD
7	1	Village-1	SFD 65' x 115'	Richmond	1,382-2,583	82	45	9	7	0	Already	Already	TBD
<b>Total</b>						<b>370</b>	<b>123</b>	<b>36</b>	<b>45</b>	<b>0</b>			
<b>For-Sale Residential:</b>						<b>370</b>	<b>123</b>	<b>36</b>	<b>45</b>	<b>0</b>			
<b>For-Rent Residential:</b>						<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			
<b>Total Units:</b>						<b>370</b>	<b>123</b>	<b>36</b>	<b>45</b>	<b>0</b>			

**Additional Notes:**

- District total is +/- 141 acres.
- Planned amenities include 3-acre Golden Eagle Park (completed), and onsite school (Elementary school timing TBD).
- The District covers 370 home sites on 141 acres (Village One), within the overall +/- 2,000-acre development, which should bring approximately 4,500 homes upon completion.
- Homebuilders are committed to Phases 1 & 2; Phase-3 is finishing up infrastructure and builders are under contract and should close in August. Phase-4 lot development should begin in July (on a twelve-month schedule). For the purposes of this study, Zonda Advisory will assume comparable product/builders in these future phases without disruption.
- Through 6/13/21, KB Home reported 78 sales contracts, Meritage at 53 sales, and Richmond American at 45. Both Meritage and Richmond are sold out of their first take-downs.
- See additional files provided by the District for more information.

Note: Information provided by the District as of 06/18/2021.

In order to do this, Zonda Advisory will evaluate the Competitive Market Area for housing demand, active and future lot supply, and new home competition to determine the likely pace of absorption for the existing and proposed product. This will include an updated forecast of the broader Denver Market (inclusive of the southwest portion of Weld County), in light of today's current and expected economic and housing market conditions.

The analysis will involve field research and a compilation of Zonda statistical data and other economic information. The proposed market analysis report is a condensed version of our more detailed market study, **in coordination with Special District Public Finance teams, specifically for metropolitan districts**, to include approximately 10-15 pages of written narrative commentary in an Executive Summary format with appropriate illustrations and tables, and an Appendix at the end of the report.

The actively selling community and district area is located to the northeast of Interstate 76 and the established retail center, at the northeast intersection between Buckley Road/S. 27th Avenue and Eagle Boulevard/124th Avenue, within the City of Brighton, in Adams County. The map(s) on the following page illustrate the Subject Property's location:



## 2. SCOPE OF WORK

Zonda Advisory's role is to provide an independent, third-party opinion on the local economy, housing market, and strategies based on our proprietary data, lot survey, and local market knowledge. Our analysis will be guided by local market dynamics, but also by current and projected economic trends, as well as the nature of the Subject Property itself, its characteristics and surrounding uses. The following is a summary of the analysis that will be conducted to provide an up-to-date market perspective.

### Analysis of the Regional, and Local Markets

- Research and discuss influences of current conditions in the local economy.
- Regional economic and demographic trends.



- Population and household growth trends and projections for both the Market and local competitive area.
- Employment and job growth trends.
- Income categories and trends for both the Market and local competitive area.
- Migration trends within Adams County.
- Any additional factors that may influence a buyer's ability to make a purchase will also be discussed.

#### **Local Area and Site Analysis**

- Review all relevant material (e.g., site plans, conceptual drawings, prior market studies, pertinent agreements, etc.)
- Zonda Advisory will physically inspect the property and chronicle its surrounding land uses, such as proximity to retail and services, access, mobility, schools, and employment centers.
- Discuss the strengths and weaknesses of the subject site location.
- Define the CMA and describe the boundary of this area with an illustrative map, which will include all the active and new residential subdivisions, including details on each project.

#### **Analysis of the Competitive Market Area**

- Provide a housing snapshot for the last three years comparing the Market and CMA, in terms of housing construction, inventory of homes and home sales of both new and resale homes, segmented by detached type and price.
- Review the historical and current supply of vacant developed lots in the CMA segmented by size, product type and price.
- Evaluate the supply of future lots in the CMA and the competitive influence they will have if and when they are delivered into the market.
- Analyze home sales activity for both new and resale homes and provide average pricing and square footages for each.
- Prepare a *Competitive Community Analysis*, which will include all relevant information such as a project description, number of lots, lot sizes, active builders, and historical sales rates. Zonda Advisory will physically inspect these communities.

- Prepare a price-positioning analysis of targeted price segments (recommended) for each product against new base price, new home closings, and the resale market segments.
- Collect and analyze competitive lot premiums and options/upgrades within the CMA.
- Review deed transactions for the subject property (if available) and competitive projects to further examine closing price values.

### **Conclusions and Recommendations**

- Evaluate the current developed and future lot supply of comparable projects to determine percent built-out and how long each community will potentially compete with the Subject Property. A Prairie Center absorption model within the construct of an **overall CMA build-out model** will be updated, looking forward approximately five-to-ten years.
- An additional **demand analysis model** is then also provided through the length of the build-out model, measuring the levels of potential demand at several rates of CMA market capture growth over time within the forecast of the Denver Market.
- Offer Zonda's updated conclusions about the marketability of the proposed plan, opportunities and constraints, and summary of any lessons learned in comparable environments.
- Provide conclusions based on client provided product type for competitive positioning, any alternative recommendations based on product type, size, and/or price point segmentation.
- Present any key marketing considerations in today's environment.

### **3. DELIVERABLES AND TIMING**

Our research will be presented in a concise, presentation-style market report (the "Report," which term includes any drafts and the final thereof) that includes both written findings and key illustrative exhibits such as trend graphs, positioning charts, maps, photos, etc.

Understanding the Metropolitan District's schedule of events and Zonda Advisory's current commitments, Zonda Advisory estimates that it can begin work on this study starting Monday, June 28th, 2021 with an anticipated **delivery of a draft of the Report within 4 to 5 weeks of written approval and receipt of the deposit (and your compliance with your other obligations hereunder)**. This translates to a Target Date of: July 26th - July 30th.

**All final start and completion times will be finalized upon the execution of this agreement.**

The Report is intended for use only by Client and, subject to the other terms and conditions of this Agreement, Client's Representatives (as used herein, "Representative" means, with respect to any party hereto, such party's parent, subsidiaries, affiliates, employees, independent contractors, agents, financing sources and investors, provided, however, that with respect to Client's Representatives, the term Representative shall not include any of the foregoing that are competitive with Zonda Advisory). Use of any

Report (or any portion or content thereof) by others is not intended by Zonda Advisory and Client will need to gain prior written approval from Zonda Advisory before sharing, in whole or in part, any, Report (including any data, photographs, images, or other content or reflected therein) with any other person not specifically identified in this Deliverables and Timing section as having a right to have access to the Report. Further, Client agrees that it and each Representative is prohibited from copying (except solely for Client's internal business purposes), making derivative works (defined as any work that contains any portion of any Report, including collections, compilations, subsets or portions of the data from any Report) of selling, sublicensing, renting, timesharing, loaning, leasing or distributing any Report, without Zonda Advisory prior written approval. As between Zonda Advisory and Client, any and all drawings, photographs, images, animations, other creative works and the like in the Report or this Agreement are the sole property of Zonda Advisory and its licensors.

Zonda Advisory understands this finalized work product will be included within a bond offering document by the Metropolitan District for consideration by those making financial decisions.

#### 4. EXPERIENCE

Zonda Advisory is qualified to assist you with this assignment. We believe in providing high quality service to our clients, and our team understands these assets and the competitive market. We are experienced throughout the United States, having completed numerous studies over the last 30 years.

Our team includes the following:

**Tim Sullivan, Senior Managing Principal.** Mr. Sullivan is an expert in residential feasibility studies, strategic planning and product development and has conducted market analyses all over the United States in his 36 years of experience in the Real Estate Industry.

**Tom Hayden, Vice President.** Mr. Hayden has over 20 years of experience in the real estate industry and has directed analyses throughout the United States. Based in Denver, CO, Mr. Hayden has consulted on a wide array of development, regularly involving strategic planning, market and financial feasibility, economic and demographic forecasting, product positioning and planning, consumer analysis, and overall market evaluation and opportunity examination.

**John Covert, Senior Regional Director.** Mr. Covert has been researching and analyzing housing markets since 1999, primarily overseeing operations in the Colorado and New Mexico markets. He regularly meets and consults with many of the top homebuilders in Colorado, as well as with lenders, developers, investors, suppliers, utilities, school districts, and local governments concerning trends in the local economy and their effect on the real estate market.

Other resources may be added to the team as necessary to meet the objectives of this Agreement, including the timing constraints under this Agreement.

#### 5. FEE REQUIREMENTS

**Professional Fees.** The professional fees for the scope of work under this Agreement are **\$10,000**. Such fees include one initial kickoff call and one summary call after delivery of the report to review findings, if

requested. If needed, one draft revision with consideration of district, developer, underwriter, and counsel comments and/or minor edits and clarifications to assumptions related to development timeline is also included. Any follow-up work including any further edits, revised product, or development timelines following the first draft revision will be subject to additional billing at a starting revision fee of 10% of the total fee per draft revision requested. Additional meetings will be billed at our standard hourly rates. Major revisions to product offering analysis and/or timeline assumptions will require an updated study proposal addendum and charges will be determined by Zonda Advisory at the time of request.

Should delays in the District's bond schedule for the metropolitan district occur with enough time passing between the completion of the market study and the District's offering and close that requires an updated market study/refresh (typically determined in coordination with the Special District Public Finance team underwriter), a new addendum proposal and signed agreement will be required. Additional charges will be determined by Zonda Advisory, and based on the amount of development site changes, market conditions, and/or length of time between analyses.

Direct Expenses. Zonda Advisory will be reimbursed for all out of pocket costs, including but not limited to travel, mileage, copies and data costs.

Non-Itemized Administrative Fee. Client also will be charged and responsible for an administrative fee equal to 4% of the professional fees hereunder.

Initial Payment. Upon execution of this Agreement, Zonda Advisory requires from Client a payment equal to 50% of the above-specified estimated professional fees) to begin work.

Balance Invoice. Zonda Advisory will submit an invoice for the balance due for the professional fees plus expenses and the non-itemized administrative fee. This balance invoice is due upon delivery of the first draft Report and is in no way contingent on closing of the District. Any delay or inaccurate information provided by the Client that causes additional analysis or additional work that is outside the scope of this engagement, if any, will be billed separately at Zonda Advisory's then current rates.

Payments, etc. Except as otherwise expressly provided in the above Balance Invoice paragraph, payment will be due upon receipt of invoice. Zonda Advisory reserves the right to charge up to 1.5% interest per month (or, if less, the maximum rate permitted by applicable law) on any outstanding invoices not paid within 30 days of the invoice date. Payment by Client to Zonda Advisory's fees and expenses is not any way contingent upon any factor.

Termination Prior to Research Completion. If for some reason the Client decides to end this engagement before completion, upon written notification, Zonda Advisory will stop work immediately and bill for work completed to date.

## 6. TERMS AND CONDITIONS

General. Client is responsible for timely, accurately and completely providing Zonda Advisory with all material information known to Client or any of its Representatives (including, without limitation, regarding Client's plans and expectations) that reasonably could be expected to affect our services hereunder, the Report or the realization of results projected in the Report. No guarantee is made regarding the Report or any result or outcome projected therein. There will usually be differences between projected and actual results and outcomes, and the differences may be material. We have no responsibility to update the Report for, among other things, events and circumstances occurring after the date of the Report or information not actually known to us when preparing the Report. Nothing in this Agreement or the Report, express or implied, is intended to or shall confer upon any person, other than the named parties to this Agreement and their successors and permitted assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or the Report.

Limitations of Liability. In no event shall Zonda Advisory or any of its parents, subsidiaries, affiliates, directors, officers, employees, contractors, agents, licensors and suppliers (collectively, the "Research Group") be liable, whether a claim be in tort, contract, or otherwise, for any of: (a) any indirect, special, incidental, reliance, consequential (including lost profits or revenue), exemplary, punitive, loss or similar damages arising out of or relating to this Agreement, any services rendered by Zonda Advisory hereunder or any other subject matter hereof, even if Zonda Advisory has been apprised of the possibility thereof; and (b) damages, including but not limited to attorneys' fees, exceeding, in the aggregate for all claims arising out of or relating to this Agreement, any services rendered by Zonda Advisory hereunder or any other subject matter hereof, the total professional fees paid by Client and received by Zonda Advisory pursuant to this Agreement. It is further understood and agreed that the Research Group shall not be liable for any claim in the event that Zonda Advisory is not: (i) notified promptly by Client upon Client becoming aware of the existence of such claim, and (ii) given a reasonable opportunity to cure or mitigate such claim if possible. It is understood and agreed that this Limitations of Liability paragraph shall survive the termination of this Agreement and Zonda Advisory's engagement hereunder. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any remedy.

Publicity. Neither party hereto shall advertise, market or otherwise make known to any other person (except such party's Representatives) or the Report or any of the other party's non-public information relating to the other party, and each party hereto shall use (and shall ensure that Its Representatives use) the Report and such non-public information only for such party's receipt of benefits and performance of obligations under this Agreement; provided that if a party hereto discloses the Report or any such non-public information of the other party to any of the first party's Representatives, then such first party shall do so only on a need to know basis to such Representatives who are bound in writing or by applicable law by obligations of confidentiality no less restrictive than those set forth in this Publicity paragraph. In furtherance of the preceding sentence, this Agreement, this Agreement and Its terms and conditions (including any pricing and payment information) are the non-public information of Zonda Advisory. Notwithstanding the foregoing provisions of this Publicity paragraph or anything else, Client grants Zonda Advisory permission to: (i) disclose the fact that Client is Zonda Advisory's client orally or in writing to third parties of Zonda Advisory' choosing; (ii) include Client's name and logo on any client list to appear on any websites of Zonda Advisory or any of its affiliates; and (iii) include Client's name and logo on any client list to appear in presentations to be given to Zonda Advisory's current or prospective clients. As used herein, in respect of any particular party hereto, the term "non-public information" means any of such party's information, or that of any of its affiliates, vendors and licensors, that is not generally available to the public; provided that, if any of the other party's Information becomes publicly available due to the fault (including breach

of this Agreement) of the other party or any of its parents, subsidiaries, affiliates, employees, independent contractors, agents, representatives, financing sources and investors, then such information nonetheless shall be deemed non-public information for the purposes hereof.

Relationship of Parties. Zonda Advisory shall serve as an independent contractor to Client, and under no circumstances shall Zonda Advisory be, or be deemed to be, a partner, agent, servant, distributor or employee of Client in relation to performance hereunder.

Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to conflict of law principles.

Entire Agreement. etc. This Agreement sets forth the entire agreement and understanding of Zonda Advisory and Client regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter. No modification or waiver of any terms of this Agreement shall be valid and binding unless agreed to in writing by Zonda Advisory and Client. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver of any one or more occasions be deemed to imply or constitute a waiver of the same or any other term on any other occasion. Client may not assign or delegate this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Zonda Advisory.

Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Enforceability. This Agreement has been duly executed and delivered by each of Zonda Advisory and Client and constitutes the legal, valid and binding obligations of each of Zonda Advisory and Client enforceable against each of Zonda Advisory and Client in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally, and general principles of equity.

Construction. The words "include" and "including," and other words of similar import when used herein will not be deemed to be terms of limitation but rather will be deemed to be followed in each case by the words "without limitation." The words "herein," "hereto," "hereof" and "hereunder" and other words of similar import in this Agreement will be deemed in each case to refer to this Agreement as a whole and not to any particular article, section or other subdivision of this Agreement. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. No provision of this Agreement shall be construed against a party by reason of the fact that such party or its legal counsel drafted that provision, notwithstanding any rule of law or any legal decision to the contrary.

Counterparts; Signatures. This Agreement and any amendments, waivers or supplements to this Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original. Facsimile copies of signatures, however delivered (including, without limitation, via email), shall be deemed equally binding as originals.

Confidentiality. During the course of this engagement, Zonda Advisory may become privy to proprietary information about the Client's investment or development strategies for the subject property. Zonda Advisory will treat any such information, including the results of or work with strict confidentiality and will only discuss it with others upon receiving specific and express direction or consent.

## 7. ACCEPTANCE

We look forward to working with you. The signed Agreement may be sent via e-mail or can be mailed to the address on page one of this Agreement.

Sincerely,

Respectfully,



Tom Hayden  
Senior Vice President of Advisory



John Covert  
Senior Director, Colorado / New Mexico

*[Client's signature page follows.]*

AGREED AND ACCEPTED:

Client agrees to and accepts this Agreement, as of the date of this Agreement first above set forth:

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

CO788-21



## ZONDA ADVISORY

Zonda Advisory combines experienced real estate and technology advisors with leading data to provide our clients with a clear perspective and a strategic path forward.

Our expertise includes:

- Community Development
- Resort & International Development
- Litigation Support & Expert Witness
- Institutional Advisory & Portfolio Analysis
- Multi-Family, Urban & Mixed-Use
- Commercial Analysis
- Capital Investments

Our Advantage: The combination of deep real estate knowledge and cutting-edge technology backed by the most comprehensive data.

We believe this enhances our array of information and our advisory team.

THE ADVISORY TEAM COMPLETED  
APPROXIMATELY 900 STUDIES THROUGHOUT  
THE U.S. IN THE LAST YEAR

## ZONDA IPAD

### Our iPad App with Real Time Housing and Economic Data

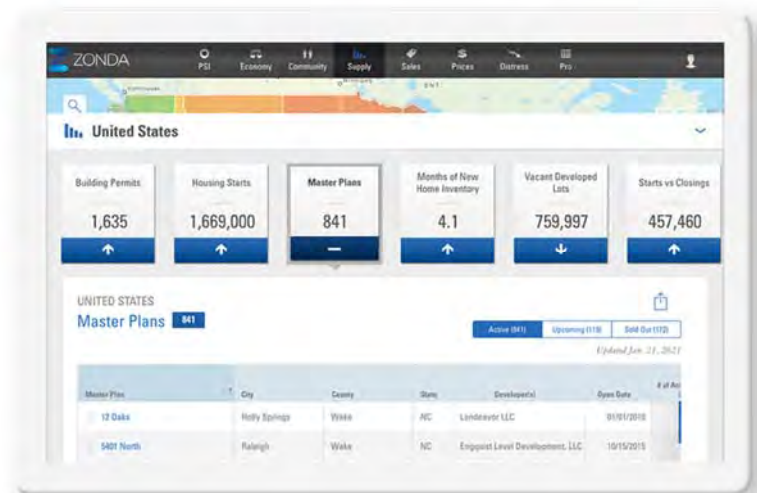
Zonda offers an approachable and intuitive way to access real-time data in 408 Counties across the United States. With detailed maps, comprehensive data and interpretive narrative, we deliver:

- National Insight
- Local Flavor
- Historical Context and Forecasts
- Accelerated Field Work
- Instant Reports

All in a user-friendly format & on-the-go.

### Zonda Master Plan Database

Zonda manages the nation's largest and most comprehensive Master Planned Community database, which tracks sales, pricing, future lot supply, quick move-in inventory, product segmentation, and amenities at over 800 actively selling and 125 upcoming master plans across the US. We will bring that knowledge and insight to this effort.



## BIRD.I

Bird.i allows you to track the progress of land projects in real-time. Get access to proprietary satellite imagery and artificial intelligence (AI) technology that captures images of ongoing projects allowing for more timely, better-informed decision making throughout the building process.



CliftonLarsonAllen LLP  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
CLAconnect.com

August 26, 2021

The Board of Directors of  
Prairie Center Metropolitan District No. 7  
Adams County, Colorado

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Gigi Pangindian will be the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will compile, in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants, from information provided by the members of the Board of Directors of Prairie Center Metropolitan District No. 7 (the "District") (collectively, "Management"), the forecasted surplus cash balances and cash receipts and disbursements and the summary of significant forecast assumptions and accounting policies of the District for the General Fund and Debt Service Fund for the calendar years ending 2021 through 2046. A compilation is limited to presenting, in the form of a financial forecast, information that is the representation of Management. We will not examine the financial forecast and therefore will not express any form of assurance on the achievability of the forecast or the reasonableness of the underlying assumptions. We are not independent with respect to the District.

A compilation of a financial forecast involves assembling the forecast based on Management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial forecast, we will not issue a report on it as a result of this engagement.

A financial forecast presents, to the best of Management's knowledge and belief, the District's expected surplus cash balances and cash receipts and disbursements for the forecast period. It is based on Management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Management is responsible for representations about the District's plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

At the conclusion of the engagement, Management agrees to supply us with a signed representation letter that, among other things, will confirm Management's responsibility for the underlying assumptions and the appropriateness of the financial forecast and its presentation.

Management understands that the forecast must include disclosure of the summary of significant assumptions and that financial projections, if any are included, must identify the hypothetical assumptions and include a description of the limitations on the usefulness of the presentation. In order for us to complete the engagement, Management must provide assumptions that are appropriate for the forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the forecast.

It is our understanding that the primary intent of engaging our professional services is for the benefit of the District. Our services are not intended to benefit or influence any other person or entity.

If Management intends to reproduce and publish the forecast and our report thereon, they must be reproduced in their entirety and both the first and subsequent corrected drafts of the document containing the forecast and any accompanying material must be submitted to us for approval.

We do not anticipate that our fee for these services will exceed **\$18,900**. This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fee will be based on the actual time spent at our standard hourly rates plus other costs incurred and will be billed to you monthly as the work progresses. We will also add a Technology and Client Support Fee of five percent (5%) of all professional fees billed. Bills for services are due when submitted. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our hourly rates currently in effect for these services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1½%, which is an annual percentage rate of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

This engagement is limited to that described in this letter. As such, you understand and agree that we are acting solely as accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

CliftonLarsonAllen LLP certifies that as of the date of this letter, it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. We have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. The District may terminate this Agreement if we do not comply with the provisions of C.R.S. 8-17.5 – 102(2) and we shall be liable for actual and consequential damages to the District. We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102(5).

The working papers for our engagement are the sole and exclusive property of CliftonLarsonAllen LLP and constitute confidential and proprietary information. We do not provide access to our work papers to you or anyone else in the normal course of business. Should we be ordered by a valid subpoena or other appropriate court order to provide access to or copies of our work papers, you agree to reimburse us for the time and out-of-pocket expense necessary to comply with such order.

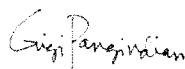
We do not anticipate any difficulties in meeting the expectations recited in this letter. However, in the unlikely event that there are disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of the engagement must be brought within two years from the date of our report, or if a report is not issued, within two years from the date of the acceptance of this letter. Any damages will be limited to the amount of fees paid to CliftonLarsonAllen LLP.

We believe this letter accurately summarizes the significant terms of our engagement. If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

CliftonLarsonAllen LLP



Gigi Pangindian, CPA  
Principal, Outsourcing Team  
(303) 779-5710  
gigi.pangindian@CLAconnect.com

This letter correctly sets forth the understanding of the Board of Directors of Prairie Center Metropolitan District No. 7.

Prairie Center Metropolitan District No. 7



Director's Signature

President

Title

9/7/21

Date

**FIRST SUPPLEMENTAL INDENTURE OF TRUST**

**DATED AS OF [ \_\_\_\_\_ ] 1, 2021**

between

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
(IN THE CITY OF BRIGHTON)  
ADAMS COUNTY, COLORADO**

and

**UMB BANK, N.A.  
DENVER, COLORADO  
AS TRUSTEE**

relating to

**LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2020  
IN THE AGGREGATE PRINCIPAL AMOUNT OF  
\$12,225,000**

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**FIRST SUPPLEMENTAL INDENTURE OF TRUST** dated as of \_\_\_\_\_, 2021 (the “**First Supplement**”), between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7** (the “**District**”), a quasi-municipal corporation duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (the “**District**”), and **UMB BANK, N.A.**, a banking institution authorized to accept and execute trusts of the character herein set out, having an office and corporate trust offices in Denver, Colorado, as trustee (the “**Trustee**”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned them in the Original Indenture, defined below.

## **RECITALS**

**WHEREAS**, the District is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”) duly organized and existing as a metropolitan district under the constitution and laws of the State, including particularly Title 32, Article 1, Colorado Revised Statutes, as amended (“**C.R.S.**”); and

**WHEREAS**, for the purpose of financing or reimbursing a portion of the Project (including paying amounts due or to become due to the Developer under the Funding/Reimbursement Agreement), the District has previously issued its Limited Tax General Obligation Bonds, Series 2020, in the aggregate principal amount of \$12,225,000 (the “**Bonds**”) pursuant to the Indenture of Trust dated as of August 1, 2020 (the “**Original Indenture**”) between the District and the Trustee; and

**WHEREAS**, the District has determined to amend the Original Indenture pursuant to this First Supplement in a manner which is not materially adverse to the Bondholders in accordance with Section 10.01(a) of the Original Indenture, and which amendment does not require Bondholders’ consent and has requested that Trustee join in the execution of this First Supplement; and

**NOW, THEREFORE**, the parties hereto agree as follows:

## **ARTICLE I AMENDMENTS**

**Section 1.01 Amendment of Section 4.04(e).** Section 4.04(e) of the Original Indenture is hereby amended in its entirety as follows:

- (e) A written certificate by the President or Treasurer of the District that (i) the conditions relating to the issuance of Additional Obligations set forth herein and (ii) the conditions relating to the issuance of additional debt set forth in any indenture, agreement or resolution pursuant to which any Additional Obligations are issued and outstanding shall conclusively determine the right of the District to authorize, issue, sell, and deliver Additional Obligations in accordance herewith.

## **ARTICLE II MISCELLANEOUS PROVISIONS**

**Section 2.01 Confirmation.** This First Supplement is a supplemental indenture within the meaning of the Original Indenture, and is executed and delivered pursuant to and in accordance and conformity with the intent of Article X of the Original Indenture. The Original Indenture is in all respects ratified and confirmed, subject to the amendments provided herein, and the Original Indenture and this First Supplement shall be read, taken and construed as one and the same instrument so that, except as expressly supplemented or amended by this First Supplement, all of the rights, remedies, terms, conditions, covenants and agreements of the Original Indenture shall remain in full force and effect.

**Section 2.02 Headings for Convenience Only.** The descriptive headings in this First Supplement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**Section 2.03 Counterparts.** This First Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

**Section 2.04 Governing Law.** This First Supplement shall be governed and construed in accordance with the laws of the State of Colorado.

**Section 2.05 Electronic Execution.** The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the parties agree that any individual or individuals who are authorized to execute or consent to this Indenture on behalf of the District, the Trustee or any Owner are hereby authorized to execute the same electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Indenture or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

[Signatures are on the following page]

**IN WITNESS WHEREOF**, Prairie Center Metropolitan District No. 7, in the City of Brighton, Adams County, Colorado, has caused this Indenture to be executed on its behalf by its President and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, UMB Bank, n.a., Denver, Colorado, as Trustee, has caused this First Supplemental Indenture to be executed on its behalf by one of its authorized officers, all as of the date first above written.

(S E A L)

PRAIRIE CENTER METROPOLITAN DISTRICT  
NO. 7, in the City of Brighton, Adams County,  
Colorado

---

President

ATTESTED:

---

Secretary or Assistant Secretary

UMB BANK, N.A., as Trustee

---

Authorized Officer

**SECOND AMENDMENT TO RESOLUTION NO. 2013-12-03  
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On December 4, 2013, Prairie Center Metropolitan District No. 7 (the “**District**”) adopted Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Prairie Center Metropolitan District No. 7 of the City of Brighton, Adams County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Service, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO SECOND AMENDMENT TO RESOLUTION REGARDING  
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON October 22, 2021.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 7**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



# Proposal

Date	10/12/2021
Quote #	2017469
Project	311 - 6300 - Village 1 P...
Site Location	
PCMD #3	

Prairie Center Metro District #7  
C/O Clifton Larson Allen  
8390 East Crescent Parkway  
Suite 300  
Greenwood Village, CO 80111-2814

Description	Qty	Rate	Total
Contract Maintenance for a 12 month period, beginning October 2021 - September 2022 **Native to be cut 3x/year	12	2,314.66	27,775.92

*You may approve this estimate via email.*

**Total:** \$27,775.92

**Approval Signature** \_\_\_\_\_



City of Brighton  
Community Development  
500 South 4th Avenue  
Brighton, CO 80601  
303.655.2059 Office  
www.brightonco.gov

October 6, 2021

Mike Tamblyn  
THF Management  
211 N. Stadium Blvd., Suite 201  
Columbia, MO 65203

RE: Request for Initial Acceptance of Prairie Center Village I Subdivision Phase 3 (BP-20-02279)

Dear Mr. Tamblyn,

This letter is to document that Initial Acceptance Inspections have been completed and punch list items have been satisfied for Phase 3 of the Prairie Center Village I Subdivision. The City of Brighton hereby grants Initial Acceptance for the public improvements completed under the above-referenced permit number, and the one year warranty period has commenced as of October 6, 2021.

During the one-year warranty period, you are responsible for any repairs, replacements, and maintenance due to defects in material or workmanship. Please schedule a Final Acceptance inspection at the end of the one-year period.

Additionally, please note that the civil as-built drawings for Phase 3 were approved with the condition that an agreement will be entered into between the City and the applicable metropolitan district for Prairie Center memorializing that the district will jet and clean the sanitary pipe from MH13-4 to MH13-3 once a year.

Please keep a copy of this letter, and don't hesitate to contact me should you have any questions.

Best regards,

Mary Hester  
Development Coordinator  
City of Brighton  
mhester@brightonco.gov  
303-498-1229

cc:

*Joseph León, Construction Manager*  
*Scott Olsen, Stormwater Coordinator*  
*Christopher Montoya, P.E., Public Works Engineering Manager*  
*Travis Haines, Director of Parks and Recreation*  
*Michael Woodruff, Director of Infrastructure*  
*Holly Prather, Director of Community Development*  
*Brett Sherman, Director of Utilities*



**SERVICE AGREEMENT FOR  
PROFESSIONAL DESIGN SERVICES FOR CONTINENTAL PEDESTRIAN  
CONNECTOR TRUSS BRIDGE**

**THIS SERVICE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR CONTINENTAL PEDESTRIAN CONNECTOR TRUSS BRIDGE** (“Agreement”) is entered into and effective as of the day of , 2021, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **CONTECH ENGINEERED SOLUTIONS, LLC**, a Ohio limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

**RECITALS**

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

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

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

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

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

**I. CONSULTANT DUTIES AND AUTHORITY**

I.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

I.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.**

I.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.

I.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.

I.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.

I.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 shall provide stamped services as described in Exhibit B upon payment for the services. Drawings and calculations provided cannot be used by other manufacturers for supply of the bridge.

## II. COMPENSATION

II.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto with a total contract amount not to exceed Five Thousand Nine Hundred and Zero Dollars (\$5,900.00), unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

II.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.

II.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.

II.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

III.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on . Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

III.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

IV.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for direct damages (but not indirect, consequential, liquidated, punitive, or incidental damages), including, but not limited to, the reimbursement of reasonable 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.

IV.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

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

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

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

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in

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

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

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

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

## V. MISCELLANEOUS

V.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.

V.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.

V.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.

V.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.

V.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.

V.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

V.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.

V.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-

confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Prairie Center Metropolitan District No. 7  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228  
Phone: (303) 897-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)  
Attn: Ann Finn

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

To Consultant: Contech Engineered Solutions LLC  
9025 Centre Pointe Drive, Suite 400  
West Chester, OH 45069  
Phone: (513) 645-7000  
Email: [Daniel.Niederberger@ContechES.com](mailto:Daniel.Niederberger@ContechES.com)  
Attn: Daniel Niederberger

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

V.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.

V.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.

V.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.

V.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.

V.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

V.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.

V.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR CONTINENTAL PEDESTRIAN CONNECTOR TRUSS BRIDGE]

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

Consultant: <i>[Signature]</i>	
CONTECH ENGINEERED SOLUTIONS LLC, a Ohio limited liability company	
By: <i>[Signature]</i>	9/2/21
Its:	

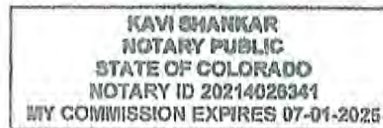
STATE OF COLORADO	)	
	)	ss.
COUNTY OF <i>Larimer</i>	)	

The foregoing instrument was acknowledged before me this day of , 2021, by , as of Contech Engineered Solutions, LLC.

Witness my hand and official seal.

My commission expires: *07/01/2025*

*[Signature]*  
Notary Public



District:	
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7	
By: <i>[Signature]</i>	
9/3/21	President

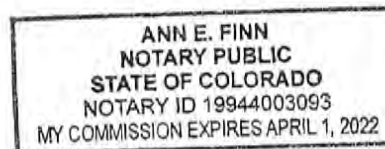
STATE OF COLORADO	)	
	)	ss.
COUNTY OF <i>Jefferson</i>	)	

The foregoing instrument was acknowledged before me this day of *7th of September*, 2021, by Michael Tamblin, as President of Prairie Center Metropolitan District No. 7.

Witness my hand and official seal.

My commission expires: *4/1/22*

*[Signature]*  
Notary Public



{00874708.DOCX v:2 }

EXHIBIT A  
SCOPE OF SERVICES

DESCRIPTION OF BRIDGE:

- Style: Connector Truss Bridge

- Length: 30'-0" (End to End)
- Width: 10'-0" (Width between Trusses)
- Finish: Unpainted Self-Weathering Steel
- Decking: 2"x8" (nom) IPE Ironwood
- Life Safety System: Horizontal Safety Rails @ 4" spacing up to 54"
- Rub Rail/Handrail: IPE Rub Rail
- Toe Plate: Steel Channel
- Camber: Dead Load plus 1%
- Elevation Change: None
- Skew: None
- Design/Loading: AASHTO LRFD (Live load: 90 psf; Vehicle load: H5 (10,000 lbs GVW);  
Wind load: based on Wind Velocity of 115 mph)
- Preliminary Shipping Configuration: Bridge to be shipped in one (1) piece, fully assembled

**DESCRIPTION OF PROFESSIONAL SERVICES:**

CES shall provide shop drawings and calculations for the Continental Pedestrian Connector Truss Bridge in accordance with the drawings and information provided.

- Drawing Submittal will be signed and sealed by a Professional Engineer registered in the State of Colorado:
  - Drawings show the full member size for any of the structural steel
  - Drawings show the weld sizes (weld symbols will be shown but size of weld will not be given)
  - Drawings contain all General Notes pertaining to the bridge
  - Drawings contain full anchor bolt layout and bridge reactions to allow the foundation design to proceed
- Calculations will be prepared by CES and submitted at this time.

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**EXHIBIT B  
COMPENSATION**

Bridge Design Fee: \$5,900

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**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.

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#### EXHIBIT D

#### FORM OF CHANGE ORDER

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement: SERVICE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR CONTINENTAL PEDESTRIAN CONNECTOR TRUSS BRIDGE</b>	
<b>Date of Agreement:</b>	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>	
<b>CHANGE IN AGREEMENT PRICE: CHANGE IN TERM OF AGREEMENT:</b>	
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:



**APPROVED: APPROVED:**

By                      By  
:                            :  
    **District**              **Consultant**

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**Date: October 18, 2021**

**To: Board of Directors**

Prairie Center Metropolitan District No. 7  
c/o Paula Williams  
McGeady Becher P.C.  
450 17th St #400  
Denver, CO 80203

**From: Schedio Group LLC**

Timothy A. McCarthy, P.E., Owner  
808 9<sup>th</sup> Street  
Greeley, CO 80631

**Subject: Engineer’s Letter and Verification of Costs Associated with the Design and Construction of Public Improvements No. 2**

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Board of Directors,

Timothy A. McCarthy, P.E. / Schedio Group LLC (the “Independent Consulting Engineer”) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those at Prairie Center Metropolitan District No. 7 (“District”). This verification letter is in response to the District’s request of the Independent Consulting Engineer to provide an opinion regarding the reasonableness of the 4% Project Management Fee as fully described in the Project Management Agreement (“Agreement”) made as of October 1, 2017, by and among Prairie Center Metropolitan District No. 7 and GKT Brighton Residential Management, L.L.C.

Per the Agreement:

“The Project Manager shall provide all management services relating to the planning, design, construction and installation of and obtaining municipal approval for Improvements...”. These services are detailed in Section 1.2 (a-j).

“The Project Manager shall be responsible for providing account management services for the District...” These services are detailed in Section 1.3 (a-h).

For additional details regarding additional management services, performance of services or other, please see the Agreement.

Section 3.1 of the Agreement entitled Project Management Fee states, “As compensation for services provided by the Project Manager as set forth herein, the District shall pay the Project Manager four percent (4%) of the Actual Cost of the Improvements. For the purposes of this Agreement, “Actual Cost” shall mean: contractor fees and charges; cost of labor, services, materials and supplies used in constructing the Improvements; purchase cost of machinery, equipment, facilities, rolling stock and ancillary items; utility services costs; cost of demolishing, removing or relocating any building or structure in order to construct; cost of preparing surveys, cost estimates, appraisals, plans and specifications; fees for architectural, engineering, legal, supervisory and consulting services; geotechnical and environmental testing and services; planning and development costs related to the Improvements; cost of obtaining governmental and regulatory permits, licenses, franchises and approvals of fees; and environmental remediation costs.”

The Independent Consulting Engineer has reviewed the *First Amended and Restated Service Plan for Prairie Center Metropolitan District No. 7*, Adams County, Colorado, prepared by McGeady Sisneros, P.C. (McGeady Becher, P.C.) effective November 4, 2008 (“Service Plan”). Per the Service Plan, “The City’s objective in approving the Amended Service Plan for the District is to authorize the District to provide for the planning,

design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from its revenues and the proceeds of debt to be issued by the District.”

The scope of services as defined in Section 1.2 (a-j), Section 1.3 (a-h) and Section 3.1 of the Agreement are substantial and necessary for accomplishing the City’s stated objective when the Amended Service Plan for the District was approved.

Based on the Independent Consulting Engineer’s extensive experience in serving Metropolitan Districts, the Independent Consulting Engineer hereby verifies that the 4% Project Management Fee is fair and reasonable when compared to similar fee structures associated with similar projects, at similar locales, during similar times.

Respectfully,

**Schedio Group LLC**

A handwritten signature in blue ink, appearing to read 'Timothy A. McCarthy', with a stylized flourish at the end.

Timothy A. McCarthy, P.E.



141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.