

MASTER SERVICE AGREEMENT FOR DISTRICT ENGINEERING SERVICES

THIS MASTER SERVICE AGREEMENT FOR DISTRICT ENGINEERING SERVICES (“**Agreement**”) is entered into and effective as of November 13, 2017, by and between **SKY RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Section 29-1-203.5, C.R.S. (the “**CAB**”), and **INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The CAB was organized by the Sky Ranch Colorado Metropolitan District Nos. 1 and 5 (the “**Districts**”) and pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with the Sky Ranch Community Authority Board Establishment Agreement (the “**CABEA**”) and each of the service plans for the Districts.

B. The CAB and the Districts were formed to provide public improvements to that certain development known as Sky Ranch in Arapahoe County, Colorado.

C. Pursuant to the CABEA, the CAB is permitted to enter into contracts and agreements affecting the affairs of the CAB.

D. 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 CAB for reasonable consideration.

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

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

(e) Shall not enter into any contract, oral or written, in the name of the CAB, and from incurring any debt, liability or obligation for or on behalf of the CAB. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the CAB 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 CAB 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 CAB as reflected in the minutes of the CAB board meetings. The Consultant shall at all times conform to the stated policies established and approved by the CAB.

(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 CAB. 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 CAB, except the payments to be made by the CAB to the Consultant for the Services performed as provided herein. The CAB 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 CAB.

1.4 No Right or Interest in CAB Assets. The Consultant shall have no right or interest in any of the CAB'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 CAB’s use, and shall provide such copies to the CAB 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 CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB’s sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB 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 CAB 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 CAB in writing pursuant to a Task Order.

2.4 Subject to Annual Budget and Appropriation; CAB Debt. The CAB 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 CAB 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 CAB 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 CAB 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 CAB 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 CAB 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 CAB 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. § 15-50.5-102(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 CAB at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the CAB 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 CAB with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the CAB with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the CAB, 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 CAB 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 CAB 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 CAB.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation, the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, 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 CAB, 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 CAB; 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 CAB. 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 CAB, which policy will include the CAB 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 CAB 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 CAB 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. CAB 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 CAB 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 Arapahoe, 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 CAB 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 CAB and the Consultant shall be for the sole and exclusive benefit of the CAB 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 CAB: Sky Ranch Community Authority Board
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attention: Lisa Johnson
Phone: 303-987-0835
Email: ljohnson@sdmsi.com

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254
Attention: MaryAnn M. McGeady
Phone: 303-592-4380
Email: mmcgeady@specialdistrictlaw.com

To Consultant: Independent District Engineering Services, LLC
954 Valley Road
Evergreen, CO 80439
Phone: (303) 796-1892
Email: GuyFord@idesllc.com
Attn: Guy Ford

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the

other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, 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 CAB under the Colorado Governmental Immunity Act.

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**INDEPENDENT DISTRICT
ENGINEERING SERVICES, LLC**

By: Guy T. Ford
Its: Member Manager

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this [28] day of [February], 2018, by Guy Ford as Member Manager of Independent District Engineering Services, LLC.

Witness my hand and official seal.

My commission expires: 3/24/2019

Barbara Collum
Notary Public

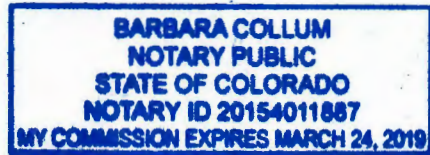


EXHIBIT A

General Description of Services

GENERAL COMPREHENSIVE SCOPE OF SERVICES

District Contract Document Development - IDES can prepare standardized Agreements for Construction and Consultant Contracts, Consultant and Contractor forms including Task Orders, Change Orders, RFI, Submittals, Pay Certifications, and other miscellaneous forms for use by all consultants and contractors involved with the CAB. The District Documents would be presented in a three ring binder. It is assumed that all documents will be in the IDES standard form used by other Districts. It is assumed that there will be one review by the CAB and Legal Counsel and one review meeting.

Pre-Qualification, Bid and Award of Project – IDES can provide contractor pre-qualification services including advertising, Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES will conduct the Bid Process which includes development of the bid documents, Bid Schedules and Technical Specifications, answer questions, prepare Addendum and conduct a Bid Opening. IDES can make recommendations to the Board for Contractor Selection.

Constructability Reviews - IDES can provide review of plans for constructability to assist the Owner and/or the design engineer in determining more efficient or cost effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the Owner, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control - IDES can provide a Project Cost Estimate. Project Cost Estimating Services may include updating of initial Estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various Agreements, reporting requirements or other as-needed estimates. Cost share matrixes will be included. Special Reports including Cost Share Reimbursements, Bonding Agency Reports and other specialized reports that can be produced as requested.

Project Scheduling Services - IDES can create an overall Project Schedule and provide updates which will include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized Schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation - IDES will provide full-time construction observation for compliance with the Contract Documents for all phases of construction activities. Information gained by construction observation will be compiled in a daily reports and used for construction administration activities. Reports with photos will be submitted and maintained electronically.

Construction Administration and Coordination - IDES will provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, and other tasks as necessary to provide project documentation. IDES will provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination and other activities necessary to provide coordination

Meetings – IDES can participate in Project Meetings as necessary. Meetings shall include CAB Board Meetings, Project Status Meetings, local jurisdiction coordination meetings, pre-bid meetings, pre-construction meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

Project Administration and Coordination – IDES can maintain CAB Project Files, Issues tracking lists, meeting minutes, Agreement and Contract files, plan files, schedules, and other Program Administration activities as need to support the Project. IDES can provide Project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

District Compliance - IDES can provide necessary On-going Metro District Support Services including but not limited to, Coordination with the CAB, CAB consultants, Contractors, local jurisdictions, adjacent developers, utility companies and other Project Stakeholders, Participate in the development and administration of various Agreements with Project Stake holders required for the Project, Provide needed information and coordination with the board's legal council and accountants for CAB reporting requirements.

Consultant Selection – IDES can develop Scope of Services, Conduct Request for Proposal processes and Provide recommendations to the District to select consultants to provide services to complete the Project. IDES can prepare Agreements and Task Orders for review and approval by the District.

Consultant Administration - IDES can provide support services for the progress and completion of Consultants Services. IDES can process invoicing from consultants and make recommendations to the CAB for payment.

Storm water Management – IDES can provide coordination of storm water compliance and bmp inspection coordination and maintenance. IDES services will include permit application and closeout, assistance in developing Storm water Management Plans (SWMP), remediation and action plans, dewatering plans and plans for bmp drainage structures for implementation, and directing contractors on bmp maintenance for adherence and compliance to the plans developed, providing ongoing analysis of bmps for functionality based on changes in field conditions, and modifying plans based on necessary field changes and changes made to local and state agency requirements.

Reimbursement Agreements - IDES can assist in developing and negotiating reimbursement agreements with local jurisdictions or inter governmental entities. The Agreements can include Cost Share Agreements, Water Infrastructure Reimbursement Agreements, Phasing and Acceptance Agreements. It is assumed six (6) Agreements will be required.

Infrastructure Acquisition - IDES can review the documentation provided by the CAB to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The CAB will provide the following documentation for completed, designed or administrative elements of the Project associated with reimbursements:

- Project Plans District Service Plan
- Other Legal Documents entered into or impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information

Invoices and evidence of payments

Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.

Other as may be requested or needed.

Based on the information provided, IDES can prepare a cost verification of District eligible improvements. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Certification of Facilities Acquisition. 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.

Task 2.0 Pay Application/Invoice Creation Assistance - This task includes helping the Construction Manager set up pay applications so that costs can easily be tracked between District Eligible and Developer costs. IDES will review the current invoice format of the Consultants and Contractors and make recommendations for future invoices to track District Eligible and Developer costs.

Task 3.0 Monthly Site Inspection / Pay Application Review - IDES can meet with the Construction Manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) Site Inspection and Infrastructure Acquisition Report will be submitted to the CAB.

Miscellaneous – IDES can provide additional Services as directed by the Board.

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 CAB of a written Task Order, executed by both the CAB 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 CAB determines, it requires the performance of any Services by Consultant, the CAB 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 CAB’s Request for Task Order, the Consultant shall respond by providing the following elements (collectively the “**Task Order Submittal**”) to the CAB 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 CAB, 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 CAB will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the CAB and the Consultant cannot agree on the Task Order, the CAB 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 CAB 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 CAB 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 CAB 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 CAB 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 CAB 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 CAB 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 CAB, or may submit another format meeting the requirements of this paragraph and approved by the CAB prior to use. Invoices shall show names, classifications and time for each individual and the CAB'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 CAB.

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 CAB shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The CAB reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The CAB may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. The CAB 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 CAB shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

EXHIBIT C

Form of Task Order

**SKY RANCH COMMUNITY AUTHORITY BOARD
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for District Engineering 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 (Guy Ford)

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>
Total of Agreement Prices including this Task Order	\$	<u>000.00</u>

AGREEMENT TERMS AND CONDITIONS

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

This Task Order constitutes written assurance by the CAB 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.

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 CAB 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 CAB 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 CAB may terminate the Agreement immediately and the Consultant shall be liable to the CAB for actual and consequential damages of the CAB resulting from such termination, and the CAB

shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.