

SECTION 14 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
Fax: 303-987-2032

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jay Perlmutter	President	2023/May 2023
Jonathan Perlmutter	Treasurer	2022/May 2022
Douglas C. Ernst	Assistant Secretary	2022/May 2022
G. Darwin Toll, Jr.	Assistant Secretary	2023/May 2023
Kenya Jenkins	Assistant Secretary	2022/May 2022
Ann Finn	Secretary	

DATE: January 21, 2021
TIME: 9:30 a.m.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via Zoom Meeting and can be joined through the directions below:

<https://us02web.zoom.us/j/85429142526?pwd=aXZrOGMrak9sY3JyMGpFYXZObldjdz09>

Phone: 1 (253) 215-8782 or 1 (346) 248-7799
Meeting ID: 854 2914 2526
Password: 108205

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice and designate 24-hour posting location.

C. Review and approve Minutes of the November 30, 2020 Special Meeting (enclosure).

II. PUBLIC COMMENTS

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

- A. Review and ratify approval of payment of claims for the following periods (enclosures):

Fund	Period ending Nov. 25, 2020	Period ending Dec. 14, 2020	Special Check Dec. 1, 2020
General	\$ 25,125.28	\$ 31,232.94	\$ 0
Debt	\$ 0	\$ 0	\$ 0
Capital	\$ 0	\$ 0	\$ 206,914.14
Total	\$ 25,125.28	\$ 31,232.94	\$ 206,914.14

- B. Review and accept unaudited financial statements through the period ending _____, 2020, and the schedule of cash position statement dated _____, 2020 (to be distributed).
-

IV. LEGAL

- A. Review and consider approval of Master Service Agreement with Proof Civil Co., for Engineering Services for the Chanson Plaza Storm Drainage Project (enclosures).
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- B. Review proposals for Geotech services and consider approval of a Master Service Agreement with Ground Engineering Consultants, Inc. (to be distributed).
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- C. Discuss proposed terms of Project Management Agreement with Chanson LLC for Project Management Services and discuss same.
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- D. Discuss status of the Cost Sharing Agreement between the District, Foothills Parks and Recreation District and Concordia on the Lake LLLP.
-

- E. Discuss and consider approval of Assignment of Storm Drainage Agreement between Chanson Plaza LLP and the District (to be distributed).
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V. CAPITAL PROJECTS

- A. Discuss the Chanson Plaza Storm Drainage Project.
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- B. Review proposals from Schedio Group LLC Independent District Engineering Services, LLC and Ranger Engineering, LLC for engineering and cost verification services (enclosures).
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- C. Discuss Maintenance Manual for storm drainage facilities.
-

VI. OTHER MATTERS

- A. _____
-

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 28, 2021**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SECTION 14 METROPOLITAN DISTRICT HELD NOVEMBER 30, 2020

A Special Meeting of the Board of Directors of the Section 14 Metropolitan District, Jefferson County and the City and County of Denver, Colorado was duly posted and held on Monday, the 30th day of November, 2020, at 9:30 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, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

ATTENDANCE

Directors In Attendance Were:

Jay Perlmutter
Jonathan Perlmutter
Douglas C. Ernst
G. Darwin Toll, Jr.
Kenya Jenkins

Also In Attendance Were:

Ann Finn and Steve Beck; Special District Management Services, Inc.

MaryAnn M. McGeady, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Brad Gordon; Jordon Perlmutter & Co.

Ronald Hopp and Terry Green; Foothills Park and Recreation District

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure 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 of Directors and to the Secretary of State. Attorney McGeady noted that a quorum was present and requested members of the Board to 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 noted that Directors' Disclosure Statements have been filed for all Directors.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Ernst, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Agenda was approved, as presented.

Meeting Location/Manner and Posting of Meeting Notice: 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 noted that due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, the meeting was held via teleconference.

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 by taxpaying electors within the District boundaries have been received.

Minutes: The Board reviewed the Minutes of the June 22, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Board approved the Minutes of the June 22, 2020 Special Meeting.

Resolution No. 2020-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2020-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 24-Hour Notices.

The Board determined to meet at 9:30 a.m. on June 28, 2020 and November 29, 2021 at the offices of Jordon Perlmutter and Co., 1601 Blake Street, Suite 600, Denver, Colorado 80217.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for 24-Hour Notices.

RECORD OF PROCEEDINGS

§32-1-809, C.R.S., Transparency Notice Reporting Requirements and Mode of Eligible Elector Notification for 2021: The Board discussed §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification for 2021.

Following discussion, upon motion duly made by Director Ernst, seconded by Director Jenkins and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association’s website and the District website, when created.

**PUBLIC
COMMENTS**

There were no public comments at this time.

**FINANCIAL
MATTERS**

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period ending June 23, 2020	Period ending July 15, 2020	Period ending August 17, 2020	Period ending Sept. 15, 2020
General	\$ 28,347.81	\$ 37,342.41	\$ 39,540.31	\$ 36,965.68
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 1,544.75	\$ -0-	\$ -0-	\$ -0-
Total	\$ 29,892.56	\$ 37,342.41	\$ 39,540.31	\$ 36,965.68

Fund	Period ending Oct. 16, 2020
General	\$ 40,161.57
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 40,161.57

Following review, upon motion duly made by Director Ernst, seconded by Director Toll and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

Unaudited Financial Statements: Mr. Beck reviewed with the Board the unaudited financial statements through the period ending October 31, 2020, and the schedule of cash position statement dated October 31, 2020.

Following review, upon motion duly made by Director Toll, seconded by Director Ernst and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending October 31, 2020, and the schedule of cash position statement dated October 31, 2020 were accepted, as presented.

RECORD OF PROCEEDINGS

2020 Audit: The Board reviewed a proposal from Schilling & Company, Inc. to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Toll, seconded by Director Ernst and, upon vote, unanimously carried, the Board approved the Engagement Letter from Schilling & Company, Inc. to perform the 2020 Audit, for an amount of \$5,200.

2020 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received and the President closed the public hearing.

The Board determined that an amendment to the 2020 Budget was not necessary.

2021 Budget Hearing: The President opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

Ms. Finn advised the Board that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received and the President closed the public hearing.

Mr. Beck reviewed with the Board the expected revenues and expenditures in the General Fund and the Capital Fund in 2021, noting the District made its last debt service payment in November 2020.

Following discussion, the Board considered the adoption of Resolution No. 2020-11-02 to Adopt the 2021 Budget and Appropriate Sums of Money and Resolution No. 2020-11-03 to Set Mill Levies (for the General Fund at 20.000 mills and the Debt Service Fund at 0.000 mills, for a total of 20.000 mills and an abatement mill levy of 0.128 in Jefferson County). Upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Mr. Beck was authorized to transmit the Certification of Mill Levies to the

RECORD OF PROCEEDINGS

Jefferson and Denver Counties not later than December 15, 2020. Mr. Beck was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Reimbursement for Installation of Public Improvements: The Board entered into a discussion regarding reimbursement due to Chanson LLP pursuant to that certain Project Funding and Reimbursement Agreement for Signage at Chanson Plaza, for the installation of public improvements, in the amount of \$77,237.40.

Following discussion, upon motion duly made by Director Toll, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board authorized the reimbursement to Chanson LLP for the installation of public improvements, in the amount of \$77,237.40.

Reimbursement for Installation of Public Improvements: The Board entered into a discussion regarding reimbursement due to The Section 14 Development Co. pursuant to that certain Project Funding and Reimbursement Agreement for Signage at Belleview Shores, for the installation of public improvements, in the amount of \$129,676.74.

Following discussion, upon motion duly made by Director Toll, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board authorized the reimbursement to The Section 14 Development Co. for the installation of public improvements, in the amount of \$129,676.74.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners of Jefferson County and the City and County of Denver Assessor, not later than December 15, 2020.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners of Jefferson County and the City and County of Denver Assessor, not later than December 15, 2020.

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

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll, and upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 budget and directed that the 2022 budget be the same as the 2021 adopted budget unless a Board member provides input to otherwise adjust those assumptions.

CAPITAL PROJECTS

Chanson Plaza Storm Drainage Improvement Project (“Chanson Plaza Project”): Mr. Gordon report to the Board on the status of the Chanson Plaza Project. He noted the project has been delayed until 2021/2022 due to the requirement that Jefferson County will need to approve the design plans. He also noted construction must occur between the months of November through February when the water levels in the reservoir are low.

Proposal from Proof Civil Co. as New Engineer for the Chanson Plaza Project: The Board reviewed a proposal from Proof Civil Co. to provide engineering services for the Chanson Plaza Project. Mr. Gordon noted Proof Civil Co. will provide an evaluation for all six drainage facilities and prepare construction documents for bidding work.

Following discussion, upon motion duly made by Director Jon Perlmutter, seconded by Director Jay Perlmutter, and upon vote, unanimously carried, the Board approved the proposal from Proof Civil Co. and authorized General Counsel to prepare a Service Agreement for the work.

Geotech Services. The Board further discussed the engagement of a company to provide Geotech services for the Chanson Plaza Project.

Following discussion, upon motion duly made by Director Jon Perlmutter, seconded by Director Jay Perlmutter, and upon vote, unanimously carried, the Board authorized staff to obtain proposals for Geotech services and authorized General Counsel to prepare a Service Agreement for the work.

Proposal from Matrix Design Group, Inc for the Chanson Plaza Project Final Design Drawings: The Board reviewed a proposal from Matrix Design Group, Inc to prepare the final design drawings for the Chanson Plaza Project. Following discussion, the Board determined to suspend working with Matrix Design Group, Inc. on the Chanson Plaza Project.

Status of Evaluation for Additional Drainage Facilities Adjacent to Chanson Plaza: Mr. Gordon noted for the Board that an evaluation of all six of the storm drainage facilities located adjacent to the Johnson Reservoir will be included in

RECORD OF PROCEEDINGS

the scope of work with Proof Civil Co. and will be presented to the Board at the January 2021 meeting. The Board authorized the work for an amount not-to-exceed amount of \$20,000.

Status of the Evaluation of the Storm Drainage Facility Adjacent to Land Owned by Concordia on the Lake LLLP: Attorney Olson and Messrs. Hopp and Green provided the Board with background information concerning the history of the ownership and maintenance obligations of the storm drainage facility adjacent to the Concordia on the Lakes LLLP property.

Following discussion, upon motion duly made by Director Jon Perlmutter, seconded by Director Jay Perlmutter, and upon vote, unanimously carried, the Board authorized General Counsel to negotiate a Cost Sharing Agreement between the District, Foothills Parks and Recreation District and Concordia on the Lake LLLP.

OTHER MATTERS

There were no other matters to discuss at this time.

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.

Respectfully submitted,

By: _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/I
4227							
11/25/2020	Bowles Village Center	11/2020	Landscape Maintenance	1-786	1,446.00	1,446.00	
11/25/2020	Bowles Village Center	11/2020	Utilities	1-710	1,081.00	1,081.00	
Total 4227:						<u>2,527.00</u>	
4228							
11/25/2020	Chanson, LLC	11/2020	Landscape Maintenance	1-786	7,282.00	7,282.00	
11/25/2020	Chanson, LLC	11/2020	Utilities	1-710	4,360.00	4,360.00	
Total 4228:						<u>11,642.00</u>	
4229							
11/25/2020	Colorado Community Media	10825	Legal Publications	1-680	23.56	23.56	
Total 4229:						<u>23.56</u>	
4230							
11/25/2020	Dodge Data & Analytics	A30038695	Legal Publications	1-680	71.40	71.40	
11/25/2020	Dodge Data & Analytics	A40030822	Legal Publications	1-680	124.44	124.44	
Total 4230:						<u>195.84</u>	
4231							
11/25/2020	McGeady Becher P.C.	198M 10/2020	Legal	1-675	187.50	187.50	
Total 4231:						<u>187.50</u>	
4232							
11/25/2020	Section 14 Development Company	11/2020	Landscape Maintenance	1-786	3,093.00	3,093.00	
11/25/2020	Section 14 Development Company	11/2020	Utilities	1-710	4,629.00	4,629.00	
Total 4232:						<u>7,722.00</u>	
4233							
11/25/2020	Special District Management Servic	10/2020	Accounting	1-613	980.00	980.00	
11/25/2020	Special District Management Servic	10/2020	District Management	1-614	1,050.40	1,050.40	
Total 4233:						<u>2,030.40</u>	
20201101							
11/25/2020	Denver Water	5261 11/20	Utilities	1-710	276.13	276.13	M
Total 20201101:						<u>276.13</u>	
20201102							
11/25/2020	Denver Water	5392 11/20	Utilities	1-710	120.13	120.13	M
Total 20201102:						<u>120.13</u>	
20201103							
11/25/2020	Denver Water	5256 11/20	Utilities	1-710	400.72	400.72	M
Total 20201103:						<u>400.72</u>	
Grand Totals:						<u><u>25,125.28</u></u>	

Section 14 Metropolitan District
November-20

	General	Debt	Capital	Totals
Disbursements	\$ 25,125.28		\$ -	\$ 25,125.28
Payroll	\$ -			\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 25,125.28	\$ -	\$ -	\$ 25,125.28

Check Issue Date	Check Number	Payee	Amount
12/14/2020	9107	Ernst, Douglas C	92.35
12/14/2020	9108	Toll Jr, G Darwin	92.35
12/14/2020	9109	Perlmutter, Jay	92.35
12/14/2020	9110	Perlmutter, Jonathan	92.35
12/14/2020	9111	Jenkins, Kenya	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
4236							
12/14/2020	Bowles Village Center	12/2020	Landscape Maintenance	1-786	698.00	698.00	
12/14/2020	Bowles Village Center	12/2020	Utilities	1-710	461.00	461.00	
Total 4236:						1,159.00	
4237							
12/14/2020	Chanson, LLC	12/2020	Landscape Maintenance	1-786	2,798.00	2,798.00	
12/14/2020	Chanson, LLC	12/2020	Utilities	1-710	1,866.00	1,866.00	
Total 4237:						4,664.00	
4238							
12/14/2020	Colorado Special District P&L	POL-0006058	Prepays	1-125	4,586.00	4,586.00	
Total 4238:						4,586.00	
4239							
12/14/2020	McGeady Becher P.C.	198M 11/2020	Legal	1-675	11,435.79	11,435.79	
Total 4239:						11,435.79	
4240							
12/14/2020	Section 14 Development Company	12/2020	Landscape Maintenance	1-786	2,097.00	2,097.00	
12/14/2020	Section 14 Development Company	12/2020	Utilities	1-710	1,074.00	1,074.00	
Total 4240:						3,171.00	
4241							
12/14/2020	Special District Management Servic	11/2020	Accounting	1-613	1,330.00	1,330.00	
12/14/2020	Special District Management Servic	11/2020	District Management	1-614	3,650.40	3,650.40	
Total 4241:						4,980.40	
4242							
12/14/2020	T Charles Wilson Insurance	9336	Prepays	1-125	775.00	775.00	
Total 4242:						775.00	
Grand Totals:						30,771.19	

Section 14 Metropolitan District
December-20

	General	Debt	Capital	Totals
Disbursements	\$ 30,771.19			\$ 30,771.19
Payroll	\$ 461.75			\$ 461.75
Payroll Taxes (Annually)	\$ -			\$ -
<u>Total Disbursements from Checking Acct</u>	<u>\$ 31,232.94</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 31,232.94</u>

Section 14 Metropolitan District

December-20

SPECIAL CHECK

	General	Debt	Capital	Totals
Disbursements			\$ 206,914.14	\$ 206,914.14
Payroll	\$ -			\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ -	\$ -	\$ 206,914.14	\$ 206,914.14

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/Manual
4234							
12/01/2020	Chanson, LLC	2020 DEVELOPER	Reimbrse developer- cap.	3-680	61,960.14	61,960.14	
12/01/2020	Chanson, LLC	2020 DEVELOPER	Repay developer-interest	3-681	15,277.26	15,277.26	
Total 4234:						<u>77,237.40</u>	
4235							
12/01/2020	Section 14 Development Company	2020 DEVELOPER	Reimbrse developer- cap.	3-680	105,326.95	105,326.95	
12/01/2020	Section 14 Development Company	2020 DEVELOPER	Repay developer-interest	3-681	24,349.79	24,349.79	
Total 4235:						<u>129,676.74</u>	
Grand Totals:						<u><u>206,914.14</u></u>	



November 20, 2020

Brad Gordon

Jordon Perlmutter & Co.
1601 Blake Street, #600
Denver, CO 80202

RE: Johnson Reservoir Outfall Design Intent

Dear Mr. Gordon,

Proof Civil (PC) has reviewed the "*Chanson Plaza Drainage Improvements Alternatives Analysis Report*" dated March 27th 2020 by Matrix design and has visited the Chanson Plaza/Johnson Reservoir site. We have inspected the failed outfall structures along the reservoir banks and have established the following design intent for each category of outfall structures:

LARGER OUTFALL STRUCTURES

The two large outfalls downstream of the forebay and the open channel have failed after plates of grouted cobble have been undermined by piping and runoff-induced erosion. It is our opinion that the lack of proper material bury depth, use of non-standard energy dissipation material (cobble vs. rip rap), absence of flared end structural support, and insufficient downstream flow path erosion protection have enabled the failure of the outfalls.

Our approach to restoring the outfall would be to analyze flows both through the outlet pipe and any flows overtopping the trail using modeling software (HEC-RAS and Hydroflow). The results of this modeling would then be used to determine rip-rap boulder size, bury depth, grouting, and extents of proposed outfall protection using Mile High Flood District (MHFD) specific guidelines. We believe that using MHFD parameters ensures an established design method that benefits from the ample research and empirical data gathered by MHFD. The design would most closely resemble "Alternate 3" from the Alternatives Analysis Report, with modifications or alternative recommendations as we see fit.

OTHER OUTFALL STRUCTURES

Four outfall structures along the north and west banks of the reservoir are showing signs of damage caused by erosion. Rip rap protection has been placed irregularly at each outfall to dissipate energy. However, given the shape of the protection, the flow paths are avoiding the protected areas and eroding local soil.

Our approach to restoring the outfall would be similar to that of the larger structures. We would use outfall pipe size and slope to inform the design of standard MFHD rundown/stilling basins. This design would contain outlet flows more adequately and prevent erosion of surrounding soils. Modeling would not be required for these outfalls.

If you have any questions regarding this letter, please feel free to contact me at 303-325-5709 or jdeyoung@proofcivil.com.

Sincerely,

PROOF CIVIL CO.
A Colorado Corporation

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

Jason DeYoung, P.E.
Principal



November 30, 2020

Revised December 9, 2020

Brad Gordon

Jordon Perlmutter & Co.
1601 Blake Street, #600
Denver, CO 80202

Re: Johnson Reservoir – Outfall Structure Design
Proposal for Civil Engineering / Surveying Services

On behalf of Proof Civil Consulting Engineers (PC), I am pleased to submit this proposal for civil engineering services on several outfall structures into Johnson Reservoir near Littleton, Colorado.

Project Understanding

Based upon a previously completed alternatives analysis and site sketch provided Proof Civil, it is our understanding that the project consists of rehabilitation of five separate outfall structures into the reservoir that have been failing to perform as intended.

Required Materials

The CLIENT shall furnish the following information which is necessary to prepare the contract documents:

1. Any documents available from the initial development of upstream improvements.
2. Topographic survey or design files used in previous construction.
3. Geotechnical recommendations as elected.

Scope of Services

Proof Civil will provide the following professional engineering services:

A. Outfall Design – Downstream of Large Forebay

PC will analyze the existing failed outfall structure and adjacent armament to prepare construction documents for a revised design. PC will model the existing spillway and storm sewer using HEC-RAS and hydraulic sewer modeling software in order to inform the design of erosion protection, energy dissipation, and cutoff wall of the proposed design. PC will use this data along with the findings of the alternatives analysis previously prepared and will assemble grading, storm and erosion control plans and details.

B. Outfall Design – Downstream of Open Channel

PC will analyze the existing failed outfall structure and adjacent armament to prepare construction documents for a revised design. PC will model the existing culvert design and overtopping section using HEC-RAS and FHWA HY8 modeling software in order to inform the design of erosion protection, energy dissipation, and cutoff wall of the proposed design. PC will use this data along with the findings of the alternatives analysis previously prepared and will assemble grading, storm and erosion control plans and details.

C. Outfall Design – Additional Outfalls

PC will analyze additional existing failed outlet structures along the north bank of the reservoir to detail revised designs for each. The revised outfalls will be design to control unintended rerouting of flows and resulting erosion. Design flowrates from upstream improvements will be needed from the CLIENT, but it is not anticipated that additional modeling will need to be performed for these additional outfalls.

Extent of Agreement

This agreement is for site-related improvements within the boundaries of the property site and off-site improvements within the "Scope of Services." Should additional infrastructure improvements (i.e. roadway and public utilities) not specified within the "Scope of Services" be required beyond the boundaries of the property, the services associated with those improvements will be defined as additional services to this scope of work. Furthermore, this agreement does **not** include:

1. Any work beyond the "Scope of Services" stated within the agreement.
2. Conditions or factors beyond the control of PC.
3. Any services required in connection with annexation or rezoning.
4. Review of bids or assistance of the bidding process.
5. Dry utility design (public or private) or photometric analysis for site lighting unless elected as an additional item within this Agreement.
6. Land Surveying services other than those specifically referenced in the "Scope of Services."
7. Wetland or environmental consulting services.
8. Geotechnical services including pavement design.
9. Structural design of any proposed improvements or modified existing improvements, including retaining walls (PC will indicate top of wall and finished grade at bottom of wall elevations, locations and dimensions of walls. The structural design of the walls has not been included.)
10. Full-time construction observation services.
11. Examination of or procurement of title commitment.
12. CLOMR/LOMR studies.
13. Survey services for as-built drawings.
14. Application fees and application processing.

Compensation:

For the above "Scope of Services," PC shall generally be paid as follows:

SCOPE	COMPENSATION
Outfall Design – Large Forebay	\$10,000
Outfall Design – Open Channel	\$10,500
Outfall Design – Add'l Outfalls (per outfall)	\$3,750/each

If authorized in writing by CLIENT, PC shall furnish additional services on the project. These services which are not included as part of "Scope of Services" will be paid for on the basis of a lump sum amount or on the basis of actual hours expended by PC's principals and employees directly on the project.

In addition to the professional services fees set forth above, PC shall be compensated for 110% of **Reimbursable Expenses** such as printing, postage, messenger service, travel, maps, reference materials, and approved subconsultant's fees where applicable.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices (within 30 days of receipt) and the orderly and continuous progress of the Project through construction.

Miscellaneous Contractual Items

If there are protracted delays for reasons beyond PC's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when PC's services are, in fact, being rendered.

If CLIENT, Architect or other interested parties request a digital file of design data, PC shall be indemnified by the requesting party from any claims arising out of the accuracy, misuse or reuse by the requesting party of the data delivered in digital form.

This agreement, together with the General Terms and Conditions, represents the entire understanding between CLIENT and PC. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return by email or by hard copy to our office.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

PROOF CIVIL CO.

a Colorado Corporation



Jason DeYoung, P.E.
Principal

Accepted By: _____

Signature: _____

Date: _____

Invoices shall be sent to:

Attn: _____

Address: _____

PROOF CIVIL CO.

STANDARD BILLING RATE SCHEDULE

(Per hour, Rates effective October 1, 2017)

<u>Description</u>	<u>Rate</u>
Principal	\$150.00
Project Manager	\$125.00
Project Engineer	\$105.00
Designer	\$100.00
Engineer	\$90.00
CAD Technician	\$70.00
Clerical/Project Administrator	\$55.00

**PROOF CIVIL CO. (ENGINEER)
GENERAL TERMS AND CONDITIONS**

1) BACKGROUND

The provision of services and any materials (the "Work") by Proof Civil Co., a Colorado corporation ("ENGINEER") to ENGINEER's clients ("CLIENT") for any particular project for which CLIENT hires ENGINEER to perform Work (the "Project") is subject to the General Terms and Conditions set forth herein. These General Terms and Conditions, together with any other agreements, proposals, Scope of Services or other documents related to the Work performed by ENGINEER constitute the agreement between the parties, and are collectively referred to herein as the "Agreement."

2) CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.

- a) Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, title commitments, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under the Agreement.
- b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement. The ENGINEER will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs or damage.
- c) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's Work for the Project, or any defect or non-conformance in the work of any other contractor or sub-contractor.
- d) Notify ENGINEER in writing of any discrepancies or omissions that are discovered within the Work or the Agreement for clarification and/or correction. In the event of any discrepancy between these General Terms and Conditions and any other document comprising the Agreement, these General Terms and Conditions shall control.

3) ENGINEER'S RESPONSIBILITIES

ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles for the area where the Project is located. ENGINEER makes no warranty, either expressed or implied, with respect to its services and hereby disclaims all such warranties to the maximum extent provided by law including, without limitation, express warranties, implied warranties, and warranties of fitness for a particular purpose.

- a) Notwithstanding anything to the contrary which may be contained in the Agreement or any other material incorporated herein by reference, or in any agreement between the CLIENT and any other party concerning the Project, the ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Work or the Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.
CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and ENGINEER and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. Either party may terminate the Agreement if they cannot agree on an acceptable price adjustment and CLIENT shall pay ENGINEER for all Work completed on the Project through the date of such termination.

4) EXCLUDED SERVICES

Services not set forth within the "Scope of Services" agreed to by the parties (including any change orders or amendments) are specifically excluded from the Work.

5) TERMS OF PAYMENT

ENGINEER shall submit monthly invoices for Work performed and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services completed at the time of billing or based upon actual hours expended during the billing period, whichever method is specified by the Agreement. CLIENT shall pay such amounts within thirty (30) days of the date of such invoice without deduction or setoff. For purposes of these General Terms and Conditions, Reimbursable Expenses shall include all out of pocket costs or expenses incurred by ENGINEER in connection with the Work as reasonably determined by ENGINEER. Unless otherwise provided in the Agreement, Reimbursable Expenses are not included in any estimate, bid or flat rate for the Work and such Reimbursable Expenses shall be paid in addition to all other amounts owed pursuant to the Agreement.

If CLIENT fails to make any payment due ENGINEER thirty (30) days from date of invoice such amounts shall be considered past due and CLIENT shall pay interest at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower, on all such past due amounts. ENGINEER may, after giving seven days written notice to CLIENT, suspend services under the Agreement until ENGINEER has been paid in full all amounts due including interest or terminate this Agreement by providing written notice to CLIENT. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension or termination.

6) SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to ENGINEER require ENGINEER to stop all, or any part, of the services required by the Agreement. Upon receipt of such an order ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order. CLIENT, however, shall pay all costs associated with the suspension in addition to any amounts due under the Agreement for Work rendered and Reimbursable Expenses incurred by the ENGINEER as a part of the Agreement prior to the suspension of services.

7) TERMINATION

In the event of termination of the Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay the ENGINEER for all services rendered, all Reimbursable Costs, and Costs in Anticipation of Work (defined below) up to the date of termination, in accordance with the payment provisions of the Agreement.

The CLIENT may terminate the Agreement for the CLIENT's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days' written notice.

Either party may terminate the Agreement by giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

(a) Failure by the other party to materially perform in accordance with the terms of the Agreement and through no fault of the terminating party; (b) Assignment of the Agreement or transfer of the Project by either party in contravention of these General Terms and Conditions; (c) Suspension of the Project or the ENGINEER's services by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate; (d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not due to a material breach of the Agreement by ENGINEER, the CLIENT shall pay the ENGINEER, in addition to payment for services rendered and Reimbursable Costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses reasonably related from the termination (the "Costs in Anticipation of Work").

8) DOCUMENTS

All documents including but not limited to Reports, Drawings, Specifications, Computer Files, Field Data, Boundary, ALTA, & Topographic Surveys collectively ("Documents") prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to the Agreement are instruments of service in respect of the Project and ENGINEER shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto and property interest therein whether or not the Project is completed. At such time as ENGINEER is paid in full for all amounts due hereunder, CLIENT will retain non-exclusive ownership of the paper copies of the final deliverable documents that have been stamped and signed by ENGINEER. Paper copies may also include digital copies of the stamped and signed paper documents. Electronic files that were used by ENGINEER in the preparation of the deliverables as specified in the Agreement shall remain the sole property of ENGINEER. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER. If ENGINEER is not paid in full pursuant to the Agreement CLIENT shall have no right to use or retain any Documents or information related thereto and shall return or destroy all such Documents within ten (10) days of written demand by ENGINEER. Evidence of any such destruction reasonably satisfactory to ENGINEER shall be provided by CLIENT.

9) INSURANCE

Upon CLIENT request, the ENGINEER shall provide the CLIENT with certificates of insurance evidencing all coverages held by the ENGINEER.

In order that the CLIENT and the ENGINEER may be fully protected against claims, the CLIENT agrees to secure from all contractors and subcontractors working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the ENGINEER and their officers, employees and agents as additional insureds, and that said contractor and subcontractors shall maintain such insurance in effect and bear all costs for the same until completion of the Work or earlier termination of the Agreement. Certificates of said insurance shall be delivered to the CLIENT and to the ENGINEER as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by ENGINEER regarding the receipt of said certificates does not waive CLIENT's and contractor and subcontractor's obligations to provide said certificates. All policies required hereunder shall provide "special form" coverage in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

10) CERTIFICATIONS, GUARANTEES AND WARRANTIES

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain within the scope of the Work. CLIENT also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification.

11) ENGINEERS ESTIMATES

ENGINEER may provide estimates to CLIENT at the CLIENT'S request and included in the Agreement. ENGINEERS estimates, such as cost estimates, materials estimates, earthwork estimates, etc. will be prepared in good faith based on the ENGINEER'S best judgement, however, ENGINEER does not guarantee or certify that estimates provided will represent final contract quantities or amounts at the time of bidding.

12) INDEMNIFICATION

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against damages, liabilities and costs arising from the grossly negligent acts of the ENGINEER in the performance of the Work under the Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs on a comparative basis of

fault between the ENGINEER and the CLIENT. The ENGINEER has no responsibility whatsoever for any acts or omissions of others. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER against damages, liabilities and costs, including, without limitation, attorney's fees and costs, arising from or related to any act or omission, whether or not negligent or intentional, of CLIENT or any third parties related to the Work and/or the Project.

13) LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and ENGINEERS officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER and ENGINEERS officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

14) WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15) DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation prior to any litigation. In the event of a dispute, either party may provide the other with a written demand for nonbinding mediation. If the other party fails to respond or if the parties cannot agree on a time, place or mediator within one month after such written demand, either party shall be free to commence any proceeding in law or in equity.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

16) GOVERNING LAW AND JURISDICTION

The CLIENT and the ENGINEER agree that the Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Colorado without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the ENGINEER arising out of the Agreement or the performance of the Work shall be brought in the county or district courts of Denver County, Colorado or the Federal District Court for the District of Colorado located in Denver, Colorado without regard to other provisions of law.

17) THIRD-PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the ENGINEER. The ENGINEER's services under the Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the ENGINEER because of the Agreement or the performance or nonperformance of services hereunder.

18) CORPORATE PROTECTION

It is intended by the parties to the Agreement that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Colorado corporation, and not against any of the ENGINEER's individual employees, officers or directors.

19) CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to the Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

20) STANDARD OF CARE

In providing services under the Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in the Agreement shall be construed to establish a fiduciary relationship between the parties.

The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the Work rendered hereunder. The ENGINEER shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of the Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The ENGINEER shall exercise its professional skill and care consistent with the generally accepted standard of care to provide design that complies with such Laws. The ENGINEER cannot and does not warrant that all documents issued by it shall comply with said Laws.

21) ATTORNEY FEES

In the event of any dispute related to the Agreement, the Work or the Project between the parties, the party awarded substantially the relief sought shall be entitled to an award of all attorney's fees and costs associated with such dispute in addition to all other amounts awarded.

22) ASSIGNMENT

Except as permitted below, neither party to the Agreement shall transfer, sublet or assign any rights or duties under or interest in the Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the ENGINEER as a generally accepted business practice, shall not be considered an assignment for purposes of the Agreement. Notwithstanding the foregoing, if ENGINEER sells its business or substantially all of its assets, the Agreement shall automatically be assigned to the purchaser without notice or written agreement of CLIENT and ENGINEER shall be released from all rights or responsibilities under the Agreement or related to the Work or Project from and after the date of such sale.

Date: January 15, 2021

To: Board of Directors

Section 14 Metropolitan District
c/o Ann Finn
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Managing Principal
808 9th Street
Greeley, CO 80631

Subject: Proposal for Independent Professional Engineer's Review of Costs Incurred and Verification of Costs Associated with the Design and Construction of Public Improvements

Dear Board of Directors,

Schedio Group LLC ("Schedio Group") is pleased to present this proposal to Section 14 Metropolitan District ("District") for Professional Engineering Services.

Schedio Group understands that the District has a need for an independent professional engineer to verify costs associated with the design and construction of public improvements.

Schedio Group has reviewed the Amendment to the Service Plan of Section 14 Metropolitan District – revised October 25, 1989.

This proposal will consist of one primary task:

TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Schedio Group's findings, methodologies and recommendations will be delivered to the District in the form of a Professional Report. Please see Task 1 of *Exhibit A – Scope of Services* for details. Schedio Group will collaborate with the District to determine if the completion of Task 1 would be best accomplished by issuing one or more Professional Reports.

Please see EXHIBIT A SCOPE OF SERVICES, EXHIBIT B COMPENSATION and SIGNATURE PAGE below.

Thank you for the opportunity to serve Colorado Special Districts.

Respectfully,

Schedio Group LLC



Timothy A. McCarthy, P.E.
Managing Principal

EXHIBIT A
SCOPE OF SERVICES

TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

This task includes, as applicable, the review of costs incurred and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs associated with the design and construction of Public Improvements. Schedio Group will prepare a professional Engineer’s Report, Engineer’s Verification and supporting Exhibits (“Professional Report”) which will include, as a minimum, the following sections:

- Engineer’s Report
 - Title Page
 - Table of Contents
 - Introduction
 - Determination of Public Proration Percentage(s)
 - Summary of Findings
 - Verification of Quantities
 - Verification of Costs
 - Verification of Payments
 - Verification of Construction
 - Special Circumstances and Notable Methodologies
- Engineer’s Verification
- Summary of Costs Reviewed
- Summary of Documents Reviewed
- Maps (as deemed applicable by Schedio Group)

Deliverables:

1 Draft Professional Report for Review and Comments

1 Final Professional Report

(signed and sealed by Professional Engineer # 0044349)

Schedio Group will collaborate with the District to determine if the completion of Task 1 would be best accomplished by issuing one or more Professional Reports.

TASK 2 – ON CALL SERVICES

On Call Services will be performed as directed by the District.

EXHIBIT B
COMPENSATION

TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2021 Charge Rates Schedule for reference.

TASK 2 – ON CALL SERVICES

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2021 Charge Rates Schedule for reference.

SIGNATURE PAGE

This proposal is valid for 60 days from the date of its preparation. If this proposal is acceptable to the District, please execute below and return one copy (either PDF or Hard Copy) to Schedio Group LLC.



Schedio Group LLC

Timothy A. McCarthy

Managing Principal

January 15, 2021

Date

Section 14 Metropolitan District

President

Date



2021 CHARGE RATES SCHEDULE

Hourly Rates

Managing Principal	\$ 200.00
Staff Engineer II	\$ 150.00
Staff Engineer I	\$ 130.00
Project Administrator	\$ 95.00
Expert Witness	\$ 275.00 (Preparation)
	\$ 350.00 (Deposition and Testimony)

Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%

Revised December 6, 2020



355 Union Boulevard, Suite 302
Lakewood, CO 80228

January 11, 2021

Section 14 Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

SECTION 14 METROPOLITAN DISTRICT COST CERTIFICATION PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Cost Certification Services for the Section 14 Metropolitan District (District) in Jefferson County, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District and Developer to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District and Developer 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 (IDES 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 Client 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, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. It is assumed there will be about 50 invoices. This information will be used to prepare an Engineer's report for Cost Certification, 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.

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

This proposal is for one Cost Certification report. While it is not anticipated that IDES will reach the not to exceed limit during the process at this time, it should be noted that additional reports may need an additional Task Order.

FEE

IDES proposes to perform services on a time and material basis in accordance with the Charge Rate Schedule attached. A firm estimate of the services cannot be provided at this time as cost can vary greatly depending on the number and organization of invoices and pay applications. Based on our experience, a not to exceed amount of **\$9,500** should allocate the funds required for the tasks, and any excess funds may be used for additional services.

Fee estimates for District engineering services may vary from consultant to consultant and should only be used as an estimate to assist in budgeting. The accuracy of our fee estimate can be affected by the completeness of the information provided by the District and Developer. This fee estimate can be impacted by

- constructability of plans,
- completeness of agreements,
- delayed construction,
- excessive change order requests,
- low quality construction,
- completeness of invoices and evidence of payment (completeness, readability, quantities and unit costs included, quantity, lack of duplicates, and evidence of payment easily ties to invoice),
- responsiveness of District and Developer

We will provide services to the District as requested and bill only for the actual time required to complete the services. We will bill using the unit rates provided. Our unit rates are subject to possible change on an annual basis.

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC



Greg Toler
Member Manager



355 Union Boulevard, Suite 302
Lakewood, CO 80228

2021 CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. The following Charge Rate Schedule shall remain in effect until December 31, 2021.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Labor Schedule		
Office Administrator	\$ 90	per hr
Project Administrator	\$ 115	per hr
Tech Specialist	\$ 138	per hr
Project Engineer	\$ 138	per hr
Professional Engineer	\$ 146	per hr
District Engineer	\$ 150	per hr

Reimbursable Schedule		
Copies b/w up to 11x14	\$ 0.05	per hr
Copies color up to 11x14	\$ 0.10	per hr
Copies b/w 11x17	\$ 0.25	per hr
Copies color 11x17	\$ 0.25	per hr
Mileage	IRS Rate	+ 10%
Plan Copies, outside copies, other items	@ cost	+ 10%

Attachment

IDES ADDITIONAL SERVICES

Additional Services that are not included in this proposal but can be provided under a separate proposal if desired.

Infrastructure Acquisition – IDES can provide monthly, quarterly, or annual reporting for Facilities Acquisition, Cost Certifications for Bonding, Useful Life Analysis, and acceptance of District Infrastructure constructed by the District or the developer.

Pre-Qualification Bid and Award of Project – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, 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 and completeness to assist the District 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 District, 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 - 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. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services - IDES may create an overall project schedule based on contractor's schedule and provide updates which can 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 can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination - IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed 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 District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stakeholders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration - IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

Aerial Photography – IDES will provide aerial photographs unless site is in a restricted airspace per FAA regulations.



January 11, 2021

Section 14 Metropolitan District
Attn: Ms. Ann Finn
Special District Management Services, Inc.
141 Union Blvd, Suite 150
Lakewood, CO 80228

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
SECTION 14 METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO**

Dear Ms. Finn:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to Section 14 Metropolitan District ("District") with District Engineering and Cost Certification Services related to storm drainage work at Chanson Plaza. Ranger plans to provide an Engineer's Report and Certification for the construction costs completed by the District. Ranger will also review any cost sharing agreements to verify reimbursable costs are not duplicated.

The project is generally located at the southeast corner of W Bowles Avenue and South Wadsworth Boulevard in Littleton, CO.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

EXHIBIT A

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
6. Track all costs to date and maintain master list of costs. Verify all costs with cost sharing agreements to verify reimbursable costs are not duplicated.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District on a monthly basis, or as needed by the District.

EXHIBIT B
COMPENSATION

I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE TOTAL: \$3,000-\$4,500

TIME & MATERIALS BUDGET Dependent upon monthly documentation for review.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2021 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC

Collin Koranda, PE

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner’s name and address is _____.

**ACCEPTED: SECTION 14
METROPOLITAN DISTRICT**

By: _____
(Authorized Representative)

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

(Printed Name)

Name: _____

TITLE: _____

Email: _____

DATE: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Colorado.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger’s work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Ranger’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger’s experience and qualifications and represents Ranger’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.

To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger’s negligence or the negligence of Ranger’s agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger’s negligence:
 - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.

Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO RANGER** – Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.

15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** – Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** – Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.

21. **TERMINATION** – This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.

22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.

23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **RANGER'S SITE VISITS** – If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.

The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.

Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



EXHIBIT C

ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2021

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Project Manager	\$140.00
Staff Engineer	\$135.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.56/mile
Reimbursable Expenses	Cost + 15%