

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2027/May 2027
Blake Amen	Treasurer	2027/May 2027
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2025
VACANT		2025/May 2025
David Solin	Secretary	

DATE: Monday, January 22, 2024

TIME: 1:00 p.m.

PLACE: VIA Zoom

Join Zoom Meeting:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of meeting and posting of meeting notices. Designate 24-hour posting location.

C. Review and approve Minutes of the October 23, 2023 Regular Meeting and November 27, 2023 Statutory Annual Meeting (enclosures).

D. Discuss status of board vacancy. Notice of Vacancy published January 18, 2024.

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 the payment of claims for the period beginning September 20, 2023, through January 18, 2024, in the amount of \$228,142.99 (**DHP**) (enclosure).
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- B. Review and accept the schedule of cash position dated June 30, 2023, updated as of December 31, 2023 (**DHP, CIC No. 13, CIC No. 14**) (enclosure).
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IV. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 19, dated January 18, 2024, prepared by Schedio Group LLC, for the amount of \$717,988.79 (to be distributed) (**DHP, CIC No. 13, CIC No. 14**).
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- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 19 (**DHP, CIC No. 13, CIC No. 14**).
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- C. Consider approval, ratification or acknowledgment (as appropriate) of reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 19 (**DHP, CIC No. 13, CIC No. 14**).
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- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 19 (**DHP, CIC No. 13, CIC No. 14**).
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V. OPERATIONS AND MAINTENANCE

- A. Ratify approval of the following agreements between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc. (enclosures):
 - 1. Service Agreement for Denver High Point at DIA Snow Removal.

 - 2. Service Agreement for Denver High Point at DIA Landscape Maintenance.

 - 3. Service Agreement for Denver High Point at DIA Neighborhood Park West Landscape Maintenance.

VI. LEGAL MATTERS

- A. _____

VII. OTHER BUSINESS

- A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 26, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD OCTOBER 23, 2023

A Regular Meeting of the Board of Directors (the “Board”) of the Denver High Point at DIA Metropolitan District (the “District”) was convened on Monday, October 23, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Andrew Klein
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Waldschmidt was excused.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick and Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest that had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

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

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning

RECORD OF PROCEEDINGS

the location of the District's Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/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 September 25, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the September 25, 2023 Regular Meeting.

Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices: Mr. Solin discussed with the Board Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices.

The Board determined to schedule regular meetings for 2024 at 1:00 p.m. on the 4th Monday of each month.

Following review, upon motion duly made by Director Klein, seconded by Director Amen and, and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-__; Establishing Regular Meeting Dates, Time and Location, Establishing District Website, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2024: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2024, and directed that the required Transparency Notice be posted on the SDA and District websites.

Insurance Matters:

Cyber Security and Increased Crime Coverage: Attorney Hoistad discussed cyber security issues and the option of increasing the District's crime.

Renewal of the District's insurance and Special District Association (SDA) membership for 2024: Following discussion, upon motion duly made by Director Laudick, seconded by Director Klein and, and, upon vote, unanimously carried, the Board authorized the renewal of the District's insurance and Special District Association (SDA) membership for 2024, with an increase in the crime coverage limit to \$100,000.

RECORD OF PROCEEDINGS

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Claims: The Board deferred discussion at this time.

Unaudited Financial Statements: Ms. Ross reviewed with the Board the unaudited financial statements for the period ending June 30, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2023, as presented.

2023 Audit: The Board discussed the engagement of Schilling & Company Inc. to prepare the 2023 Audit, for an amount not to exceed a \$6,500.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen, and upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to prepare the 2023 Audit for an amount not to exceed \$6,500.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2023 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 this public hearing. No public comments were received, and the public hearing was closed.

Following discussion, it was determined that no amendment to the 2023 Budget was required.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 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 public hearing was closed.

Ms. Kirkpatrick reviewed the estimated year-end 2023 revenues and expenditures and the proposed 2024 estimated revenues and expenditures.

RECORD OF PROCEEDINGS

Following discussion, the Board considered the adoption of Resolution No. 2023-10-02 to Adopt the 2024 Budget and Appropriate Sums of Money, and Resolution No. 2023-10-03 to Set Mill Levies (for the General Fund at 0.000 mills, the Debt Service Fund at 0.000 mills, and Regional mill levy at 15.591 mills, for a total of 15.591 mills). Upon motion duly made by Director Amen, seconded by Director Klein 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 City and County of Denver on or before January 3, 2024. Mr. Solin was authorized to transmit the Certification of Mill Levies to the City and County of Denver and the Division of Local Government not later than January 10, 2024. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form (“Certification”).

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the Certification and directed the District Manager to file the Certification with the City and County of Denver and other interested parties.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

CliftonLarsonAllen LLP 2024 Statement of Work: The Board discussed the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

CAPITAL MATTERS

Engineer’s Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

RECORD OF PROCEEDINGS

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the “Districts”), pursuant to Report No. 19: The Board deferred action.

Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 19: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 19: The Board deferred action.

OPERATIONS AND MAINTENANCE

2024 Landscape Maintenance Services: The Board discussed landscape maintenance services for 2024.

Following discussion, upon motion duly made by Director Laudick, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the preparation of a Service Agreement with All Phase Landscape Construction, Inc. for 2024 landscape maintenance services, in an amount not to exceed \$29,000.

2024 Snow Removal Services: The Board discussed snow removal services for 2024.

Following discussion, upon motion duly made by Director Laudick, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the preparation of a Service Agreement with All Phase Landscape Construction, Inc. for 2024 snow removal services.

LEGAL MATTERS

Resolution Regarding Policy on Colorado Open Records Act Requests: It was noted that a review of the District records indicated that the District has not previously adopted an official policy regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-05, Resolution Regarding Colorado Open Records Act Requests.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: Following

RECORD OF PROCEEDINGS

discussion, upon motion duly made by Director Laudick, seconded by Director Amen and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2024.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees: Following discussion, upon motion duly made by Director Laudick, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-08, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2024.

OTHER BUSINESS

Annual Meeting: Mr. Solin confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 10, 2023.

Cancellation: The Board canceled the December 25, 2023 Regular Meeting.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD OCTOBER 23, 2023

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 13 (the “District”) was convened on Monday, October 23, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Andrew Klein
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Waldschmidt was excused.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick and Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

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

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/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 September 25, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the September 25, 2023 Regular Meeting.

Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices: Mr. Solin discussed with the Board Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices.

The Board determined to schedule regular meetings for 2024 at 1:00 p.m. on the 4th Monday of each month.

Following review, upon motion duly made by Director Klein, seconded by Director Amen and, and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-01; Establishing Regular Meeting Dates, Time and Location, Establishing District Website, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2024: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2024, and directed that the required Transparency Notice be posted on the SDA and District websites.

Insurance Matters:

Cyber Security and Increased Crime Coverage: Attorney Hoistad discussed cyber security issues and the option of increasing the District's crime.

Renewal of the District's insurance and Special District Association (SDA) membership for 2024: Following discussion, upon motion duly made by Director Laudick, seconded by Director Klein and, and, upon vote, unanimously carried, the Board authorized the renewal of the District's insurance and Special District

RECORD OF PROCEEDINGS

Association (SDA) membership for 2024, with an increase in the crime coverage limit to \$100,000.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Ross reviewed with the Board the unaudited financial statements for the period ending June 30, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2023, as presented.

2023 Application for Exemption from Audit: The Board discussed the requirements for an audit.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2023.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2023 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 this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Amen moved to adopt the Resolution to Amend the 2023 Budget. Director Klein seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-02 to Amend the 2023 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 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 public hearing was closed.

RECORD OF PROCEEDINGS

Ms. Kirkpatrick reviewed the estimated year-end 2023 revenues and expenditures and the proposed 2024 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2023-10-03 to Adopt the 2024 Budget and Appropriate Sums of Money, and Resolution No. 2023-10-04 to Set Mill Levies (for the General Fund at 14.123 mills, the Debt Service Fund at 70.616 mills, and Regional mill levy at 21.185 mills, for a total of 105.924 mills). Upon motion duly made by Director Amen, seconded by Director Klein 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 City and County of Denver on or before January 3, 2024. Mr. Solin was authorized to transmit the Certification of Mill Levies to the City and County of Denver and the Division of Local Government not later than January 10, 2024. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution Authorizing Adjustment of the District Mill Levy: The Board reviewed Resolution No. 2023-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form (“Certification”).

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the Certification and directed the District Manager to file the Certification with the City and County of Denver and other interested parties.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

RECORD OF PROCEEDINGS

CliftonLarsonAllen LLP 2024 Statement of Work: The Board discussed the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 19: The Board deferred action.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 19: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 19: The Board deferred action.

LEGAL MATTERS

Resolution Regarding Policy on Colorado Open Records Act Requests: It was noted that a review of the District records indicated that the District has not previously adopted an official policy regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-06, Resolution Regarding Colorado Open Records Act Requests.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: Following discussion, upon motion duly made by Director Laudick, seconded by Director Amen and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-07, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District

RECORD OF PROCEEDINGS

No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2024.

OTHER BUSINESS

Annual Meeting: Mr. Solin confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 10, 2023.

Cancellation: The Board cancelled the December 25, 2023 Regular Meeting.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD OCTOBER 23, 2023

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 14 (the “District”) was convened on Monday, October 23, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Andrew Klein
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Waldschmidt was excused.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick and Lindsay Ross; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

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

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/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 September 25, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the September 25, 2023 Regular Meeting.

Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices: Mr. Solin discussed with the Board Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, Establish District Website, and Designating Location for Posting of 24-Hour Notices.

The Board determined to schedule regular meetings for 2024 at 1:00 p.m. on the 4th Monday of each month.

Following review, upon motion duly made by Director Klein, seconded by Director Amen and, and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-01; Establishing Regular Meeting Dates, Time and Location, Establishing District Website, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2024: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2024, and directed that the required Transparency Notice be posted on the SDA and District websites.

Insurance Matters:

Cyber Security and Increased Crime Coverage: Attorney Hoistad discussed cyber security issues and the option of increasing the District's crime.

Renewal of the District's insurance and Special District Association (SDA) membership for 2024: Following discussion, upon motion duly made by Director Laudick, seconded by Director Klein and, and, upon vote, unanimously carried, the Board authorized the renewal of the District's insurance and Special District

RECORD OF PROCEEDINGS

Association (SDA) membership for 2024, with an increase in the crime coverage limit to \$100,000.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Ross reviewed with the Board the unaudited financial statements for the period ending June 30, 2023.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2023, as presented.

2023 Audit: The Board discussed the engagement of Schilling & Company Inc. to prepare the 2023 Audit, for an amount not to exceed \$6,500.

Following discussion, upon motion duly made by Director Klein, seconded by Director Amen, and upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to prepare the 2023 Audit for an amount not to exceed \$6,500.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2023 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 this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Amen moved to adopt the Resolution to Amend the 2023 Budget. Director Klein seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-02 to Amend the 2023 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 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 public hearing was closed.

RECORD OF PROCEEDINGS

Ms. Kirkpatrick reviewed the estimated year-end 2023 revenues and expenditures and the proposed 2024 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2023-10-03 to Adopt the 2024 Budget and Appropriate Sums of Money, and Resolution No. 2023-10-04 to Set Mill Levies (for the General Fund at 10.556 mills, the Debt Service Fund at 52.782 mills, and Regional mill levy at 15.834 mills, for a total of 79.172 mills). Upon motion duly made by Director Amen, seconded by Director Klein 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 City and County of Denver on or before January 3, 2024. Mr. Solin was authorized to transmit the Certification of Mill Levies to the City and County of Denver and the Division of Local Government not later than January 10, 2024. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution Authorizing Adjustment of the District Mill Levy: The Board reviewed Resolution No. 2023-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form (“Certification”).

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the Certification and directed the District Manager to file the Certification with the City and County of Denver and other interested parties.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget.

RECORD OF PROCEEDINGS

CliftonLarsonAllen LLP 2024 Statement of Work: The Board discussed the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

Following review and discussion, upon motion duly made by Director Klein, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statement of Work for 2024 Accounting Services.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 19: The Board deferred action.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 19: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 19: The Board deferred action.

LEGAL MATTERS

Resolution Regarding Policy on Colorado Open Records Act Requests: It was noted that a review of the District records indicated that the District has not previously adopted an official policy regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Amen, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-06, Resolution Regarding Colorado Open Records Act Requests.

Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees: Following discussion, upon motion duly made by Director Laudick, seconded by Director Amen and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-08, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District

RECORD OF PROCEEDINGS

No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2024.

OTHER BUSINESS

Annual Meeting: Mr. Solin confirmed the annual meeting for the property owners and overlapping entities. Notice of the Meeting was published on October 10, 2023.

Cancellation: The Board cancelled the December 25, 2023 Regular Meeting.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF THE STATUTORY ANNUAL MEETING OF THE
DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (THE
“DISTRICT”)
HELD
NOVEMBER 27, 2023**

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Denver High Point at DIA Metropolitan District was convened on November 27, 2023, at 12:30 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick
Megan Waldschmidt
Blake Amen

Also In Attendance Were:

Megan Becher, Esq. and Kate Olson, Esq.; McGeady Becher P.C.
David Solin; Special District Management Services, Inc.
Joy Tatton; Simmons & Wheeler, P.C.

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds, as appropriate: The District consultants presented information regarding the status of public infrastructure projects within the District and outstanding Bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District consultants presented the District’s Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District’s adopted budget, for the calendar year.

Public Questions: There was no public in attendance.

CONCLUSION

There being no further business, the statutory annual meeting was concluded.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

RECORD OF PROCEEDINGS

**MINUTES OF THE STATUTORY ANNUAL MEETING OF THE
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT No. 13
HELD
NOVEMBER 27, 2023**

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Colorado International Center Metropolitan District No. 13 was convened on November 27, 2023, at 12:30 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick
Megan Waldschmidt
Blake Amen

Also In Attendance Were:

Megan Becher, Esq. and Kate Olson, Esq.; McGeady Becher P.C.
David Solin; Special District Management Services, Inc.
Joy Tatton; Simmons & Wheeler, P.C.

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District's website and that no objections to the means of hosting the meeting by taxpaying electors within the District's boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds, as appropriate: The District consultants presented information regarding the status of public infrastructure projects within the District and outstanding Bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District consultants presented the District's Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District's adopted budget, for the calendar year.

Public Questions: There was no public in attendance.

CONCLUSION

There being no further business, the statutory annual meeting was concluded.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT No. 14 HELD NOVEMBER 27, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Colorado International Center Metropolitan District No. 14 was convened on November 27, 2023, at 12:30 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Theodore Laudick
Megan Waldschmidt
Blake Amen

Also In Attendance Were:

Megan Becher, Esq. and Kate Olson, Esq.; McGeady Becher P.C.
David Solin; Special District Management Services, Inc.
Joy Tatton; Simmons & Wheeler, P.C.

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District's website and that no objections to the means of hosting the meeting by taxpaying electors within the District's boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds, as appropriate: The District consultants presented information regarding the status of public infrastructure projects within the District and outstanding Bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District consultants presented the District's Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District's adopted budget, for the calendar year.

Public Questions: There was no public in attendance.

CONCLUSION

There being no further business, the statutory annual meeting was concluded.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

Payment of Claims Report

For the Period Beginning September 20, 2023 and Ending January 18, 2024

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>PAYMENT AMOUNT</u>	<u>DATE PAID</u>	<u>PAYMENT TYPE</u>
Denver Water	Multiple	\$ 3,055.66	10/5/2023	Check
Ground Engineering Consultants, Inc.	233596.0-1	10,400.00	10/5/2023	ePayment
McGeady Becher, PC	867B Aug2023	3,158.51	10/5/2023	Check
PCS Group Inc	Multiple	2,985.00	10/5/2023	Check
Schedio Group LLC	200103-2137	544.00	10/5/2023	ePayment
Special District Mgmt. Services, Inc	DENVERHP.00Aug23	1,814.80	10/5/2023	ePayment
Xcel Energy	Multiple	78.68	10/5/2023	Check
CliftonLarsonAllen LLP	3868089	8,815.99	10/12/2023	ePayment
Denver Water	Quote 10052023	290.00	10/16/2023	Other
Special District Association	34236	1,200.32	10/20/2023	Other
All Phase Landscape	Multiple	72,076.62	11/14/2023	Check
CliftonLarsonAllen LLP	3906393	9,064.27	11/14/2023	ePayment
CliftonLarsonAllen LLP	3908864	9,740.39	11/14/2023	ePayment
Co Special Dist Prop & Liab Pool	Multiple	5,558.00	11/14/2023	Check
Denver Water	5526067811Sep23	301.60	11/14/2023	Check
Denver Water	4855974777Sep23	2,165.38	11/14/2023	Check
Denver Water	6976234933Sep23	40.93	11/14/2023	Check
Denver Water	6178639911Sep23	500.54	11/14/2023	Check
Dodge Construction Network	Multiple	334.56	11/14/2023	Check
Godden\Sudik Architects,Inc.	23-1242	5,250.00	11/14/2023	Check
Martin/Martin	21.1301-00010	10,850.00	11/14/2023	ePayment
McGeady Becher, PC	867B Sep2023	8,599.87	11/14/2023	Check
PCS Group Inc	15826	143.75	11/14/2023	Check
Special District Mgmt. Services, Inc	DENVERHP.00Sep23	2,363.78	11/14/2023	ePayment
TCW Risk Management	13371-CIC13	595.00	11/14/2023	ePayment
TCW Risk Management	13372-CIC14	595.00	11/14/2023	ePayment
Xcel Energy	Multiple	37.97	11/14/2023	Check
All Phase Landscape	Multiple	9,940.18	12/13/2023	Check
Denver Water	4855974777Oct23	83.38	12/13/2023	Check
Denver Water	5526067811Oct23	17.90	12/13/2023	Check
Denver Water	6178639911Oct23	25.70	12/13/2023	Check
Denver Water	6976234933Oct23	40.04	12/13/2023	Check
Dodge Construction Network	40521292	79.56	12/13/2023	Check
Godden\Sudik Architects,Inc.	23-1356	2,000.00	12/13/2023	Check
McGeady Becher, PC	867B Oct2023	6,622.64	12/13/2023	Check
RLI Insurance Company	674792	250.00	12/13/2023	Check
Schedio Group LLC	Multiple	3,082.87	12/13/2023	ePayment
Schilling & Company Inc.	Multiple	8,900.00	12/13/2023	Check
Special District Mgmt. Services, Inc	DENVERHP.00Oct23	3,719.45	12/13/2023	ePayment
Xcel Energy	Multiple	61.09	12/13/2023	Check
Co Special Dist Prop & Liab Pool	Multiple	1,350.00	12/28/2023	Other
CliftonLarsonAllen LLP	3984944	1,801.28	12/29/2023	ePayment
CliftonLarsonAllen LLP	3984979	10,268.53	12/29/2023	ePayment
Co Special Dist Prop & Liab Pool	Multiple	7,781.00	12/29/2023	Check
Denver Water	4855974777Nov23	92.96	1/4/2024	Check
Denver Water	6178639911Nov23	28.23	1/4/2024	Check
Denver Water	5526067811Nov23	19.54	1/4/2024	Check
Ground Engineering Consultants, Inc.	233596.0-2	6,580.00	1/4/2024	ePayment
Martin/Martin	Multiple	2,810.00	1/4/2024	ePayment
PCS Group Inc	Multiple	476.98	1/4/2024	Check
TCW Risk Management	13412	875.00	1/4/2024	ePayment
Xcel Energy	Multiple	64.04	1/4/2024	Check
Dodge Construction Network	40327385	132.60	1/17/2024	Other
Dodge Construction Network	40052675	83.64	1/17/2024	Other
Dodge Construction Network	40327600	132.60	1/17/2024	Other
Dodge Construction Network	40052682	81.60	1/17/2024	Other
Dodge Construction Network	40052782	91.80	1/17/2024	Other
Dodge Construction Network	40052806	89.76	1/17/2024	Other
GRAND TOTAL		\$ 228,142.99		

DENVER HIGH POINT at DIA METROPOLITAN DISTRICT

Schedule of Cash Position

June 30, 2023

Updated as of December 31, 2023

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Regional Capital Projects Fund</u>	<u>Total</u>
<u>Wells Fargo Bank - Checking Account</u>				
Balance as of June 30, 2023	\$ 317,601.60	\$ 301,354.76	\$ 7,069,440.46	\$ 7,688,396.82
Subsequent activities:				
07/21/23 Deposit - Reg Devel Fee Hawkeye Hotels	-	-	374,972.22	374,972.22
08/03/23 Bill.com	(2,436.58)	(1,838.68)	-	(4,275.26)
08/17/23 Deposit - Reg Devel Fee Sky City Corp	-	-	109,536.84	109,536.84
09/01/23 Deposit - Reg Devel Fee Ziggi's Coffee	-	-	21,985.68	21,985.68
09/11/23 Bill.com	(28,254.35)	(20,980.22)	-	(49,234.57)
09/22/23 Deposit - Reg Devel Fee T Tran Mgmt Group LLC	-	-	83,211.66	83,211.66
10/05/23 Bill.com	(8,107.65)	(13,929.00)	-	(22,036.65)
10/12/23 Bill.com	(3,526.40)	(5,289.59)	-	(8,815.99)
10/20/23 Bill.com	(1,200.32)	-	-	(1,200.32)
11/03/23 Deposit - Reg Devel Fee Circle K Stores	-	-	94,571.82	94,571.82
11/14/23 Bill.com	(99,494.06)	(28,723.60)	-	(128,217.66)
11/16/23 ACH payment - Denver Water	-	(290.00)	-	(290.00)
11/30/23 Deposit - Martin/Martin	-	527.50	-	527.50
12/08/23 PTax payment - DHP	4.62	-	-	4.62
12/13/23 Bill.com	(29,146.06)	(5,676.75)	-	(34,822.81)
12/29/23 ACH payment - CSD P&L Pool	(1,350.00)	-	-	(1,350.00)
12/29/23 Bill.com	(12,608.92)	(7,241.89)	-	(19,850.81)
Anticipated Activities:				
Transfer to 1st Bank Acct - Adjust 3/28/23 Ptax Trsf	(3,415.93)	-	-	(3,415.93)
Transfer to 1st Bank Acct - 9/07/22 Denver Water Pmt	(11,453.20)	-	-	(11,453.20)
Transfer from CIC 13 - GF Prop & SO Tax	60,771.60	-	-	60,771.60
Transfer from CIC 14 - GF Prop & SO Tax	340,256.64	-	-	340,256.64
Subtotal	\$ 517,640.99	\$ 217,912.53	\$ 7,753,718.68	\$ 8,489,272.20
Reserved for minimum balances	(5,000.00)	-	-	(5,000.00)
Reserved for TABOR	(10,100.00)	-	-	(10,100.00)
Anticipated Balance	\$ 502,540.99	\$ 217,912.53	\$ 7,753,718.68	\$ 8,474,172.20

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #13

Schedule of Cash Position

June 30, 2023

Updated as of December 31, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Regional Capital Projects Fund</u>	<u>Total</u>
<u>CSAFE - CIC 13 Project Fund 4930-01</u>				
Balance as of 6/30/23	\$41,998.28	\$107,336.48	\$31,554.50	\$180,889.26
Subsequent events:				
7/10/2023 Ptax - June	16,234.37	81,171.62	24,081.39	121,487.38
7/31/2023 Interest Income	228.98	741.23	218.76	1,188.97
8/10/2023 Ptax - July	183.54	917.47	-	1,101.01
8/31/2023 Interest Income	268.95	872.10	256.15	1,397.20
9/10/2023 Ptax - August	214.96	1,074.57	-	1,289.53
9/30/2023 Interest Income	264.72	860.10	251.21	1,376.03
10/10/2023 Ptax - September	197.68	988.18	-	1,185.86
10/31/2023 Interest Income	276.69	900.59	261.69	1,438.97
11/10/2023 Ptax - October	195.64	977.96	-	1,173.60
11/30/2023 Interest Income	263.32	858.58	248.24	1,370.14
11/30/2023 Transfer to UMB Bond Acct - CIC 14	-	(197,428.15)	(56,871.94)	(254,300.09)
12/10/2023 Ptax - November	163.02	814.90	-	977.92
12/31/2023 Interest Income	281.45	0.40	-	281.85
Anticipated activities:				
Anticipated transfer to Authority	(60,771.60)	-	-	(60,771.60)
Total Anticipated Balance	-	86.03	-	86.03

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14
Schedule of Cash Position
June 30, 2023
Updated as of December 31, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Regional Capital Projects Fund</u>	<u>Total</u>
<u>CSAFE - CIC 14 Project Fund 4931-01</u>				
Balance as of June 30, 2023	\$ 243,834.18	\$ 389,912.03	\$ 368,151.71	1,001,897.92
Subsequent activities:				
07/10/23 Property and SO Taxes - CIC 14	89,737.84	450,608.14	132,678.04	673,024.02
07/31/23 Interest Income	-	-	6,585.89	6,585.89
08/10/23 Property and SO Taxes - CIC 14	1,310.74	8,519.68	-	9,830.42
08/31/23 Interest Income	-	-	7,751.42	7,751.42
09/10/23 Property and SO Taxes - CIC 14	1,500.14	10,039.37	-	11,539.50
09/30/23 Interest Income	-	-	7,653.79	7,653.79
10/10/23 Property and SO Taxes - CIC 14	1,376.44	9,211.59	-	10,588.03
10/31/23 Interest Income	-	-	8,021.91	8,021.91
11/10/23 Property and SO Taxes - CIC 14	1,362.22	9,116.38	-	10,478.60
11/30/23 Transfer to UMB Bond Acct - CIC 14	-	(855,095.70)	(530,848.93)	(1,385,944.63)
11/30/23 Interest Income	-	-	7,661.27	7,661.27
12/10/23 Property and SO Taxes - CIC 14	1,135.08	7,596.31	-	8,731.39
12/31/23 Interest Income	-	-	1,755.48	1,755.48
Anticipated Activities:				
Wire to WF GF - CIC 14 Prop & SO Tax Oct 22 - Apr 23	(133,611.64)	-	-	(133,611.64)
Wire to WF GF - CIC 14 Prop & SO Tax May 23 - Dec 23	(206,645.00)	-	-	(206,645.00)
Wire to CSAFE - Correct 3/28/23 UMB Transfer	-	(22,203.22)	-	(22,203.22)
Anticipated Balance	\$ -	\$ 7,704.57	\$ 9,410.58	\$ 17,115.15

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14
Schedule of Cash Position
June 30, 2023
Updated as of December 31, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Regional Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank - Checking 4330</u>				
Balance as of June 30, 2023	\$ (14,858.13)	\$ (22,203.22)	\$ 1,140,495.99	1,103,434.64
Subsequent activities:				
07/31/23 No Activity	-	-	-	-
08/31/23 No Activity	-	-	-	-
09/30/23 No Activity	-	-	-	-
10/31/23 No Activity	-	-	-	-
11/30/23 No Activity	-	-	-	-
12/31/23 No Activity	-	-	-	-
Anticipated Activities:				
Transfer from Wells Fargo - 9/07/22 Denver Water Pmt	11,453.20	-	-	11,453.20
Transfer from Wells Fargo - Adjust 3/28/23 Ptax Transfer	3,415.93	-	-	3,415.93
Trnsfr from CSAFE - Correct 3/28/23 UMB Transfer	-	22,203.22	-	22,203.22
Anticipated Balance	\$ 11.00	\$ -	\$ 1,140,495.99	\$ 1,140,506.99

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14

Schedule of Cash Position

June 30, 2023

Updated as of December 31, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Regional Capital Projects Fund</u>	<u>Total</u>
<u>UMB - 2018 Bond Fund 147647.1</u>				
Balance as of June 30, 2023	\$ -	\$ 116.15	\$ -	\$ 116.15
Subsequent activities:				
07/31/23 Interest Income	-	0.48	-	0.48
07/31/23 Transfer from Proj Fund	-	2.32	-	2.32
08/31/23 Interest Income	-	0.62	-	0.62
09/30/23 Interest Income	-	0.58	-	0.58
10/31/23 Interest Income	-	0.64	-	0.64
11/30/23 Wire Transfer from CSAFE - CIC 13	-	254,300.09	-	254,300.09
11/30/23 Wire Transfer from CSAFE - CIC 14	-	1,385,944.63	-	1,385,944.63
11/30/23 Transfer from UMB Surplus Fund	-	919,980.77	-	919,980.77
11/30/23 Interest Income	-	0.60	-	0.60
12/01/23 December Debt Service Payment	-	(2,560,346.88)	-	(2,560,346.88)
12/31/23 Interest Income	-	0.02	-	0.02
Anticipated Balance	<u>\$ -</u>	<u>\$ 0.02</u>	<u>\$ -</u>	<u>\$ 0.02</u>
<u>UMB - 2018 Surplus Fund 147647.2</u>				
Balance as of June 30, 2023	\$ -	\$ 8,305,906.24	\$ -	\$ 8,305,906.24
Subsequent activities:				
07/31/23 Interest Income	-	35,586.96	-	35,586.96
08/31/23 Interest Income	-	36,939.57	-	36,939.57
09/30/23 Interest Income	-	34,962.60	-	34,962.60
10/31/23 Interest Income	-	39,114.35	-	39,114.35
11/30/23 Transfer to UMB Bond Fund	-	(919,980.77)	-	(919,980.77)
11/30/23 Interest Income	-	36,942.88	-	36,942.88
12/31/23 Interest Income	-	31,905.11	-	31,905.11
Anticipated Balance	<u>\$ -</u>	<u>\$ 7,601,376.94</u>	<u>\$ -</u>	<u>\$ 7,601,376.94</u>
<u>UMB - 2018 Project Fund 147647.3</u>				
Balance as of June 30, 2023	\$ -	\$ -	\$ 2.32	\$ 2.32
Subsequent activities:				
07/31/23 Transfer to Bond fund	-	-	(2.32)	(2.32)
Anticipated Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<u>UMB - 2022B Subordinate Bond Fund 157711.1</u>				
Balance as of June 30, 2023	\$ -	\$ -	\$ 27.30	\$ 27.30
Subsequent activities:				
07/31/23 No Activity	-	-	-	-
08/31/23 No Activity	-	-	-	-
09/30/23 No Activity	-	-	-	-
10/31/23 No Activity	-	-	-	-
11/30/23 No Activity	-	-	-	-
12/31/23 No Activity	-	-	-	-
Anticipated Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27.30</u>	<u>\$ 27.30</u>
<u>UMB - 2022B Subordinate Project Fund 157711.2</u>				
Balance as of June 30, 2023	\$ -	\$ -	\$ 27,273,487.63	\$ 27,273,487.63
Subsequent activities:				
07/31/23 Interest Income	-	-	109,275.00	109,275.00
08/31/23 Interest Income	-	-	114,342.53	114,342.53
09/30/23 Interest Income	-	-	107,356.89	107,356.89
10/31/23 Interest Income	-	-	120,061.10	120,061.10
11/30/23 Interest Income	-	-	113,272.04	113,272.04
12/31/23 Interest Income	-	-	109,885.70	109,885.70
Anticipated Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27,947,680.89</u>	<u>\$ 27,947,680.89</u>
Anticipated Balances	<u>\$ 502,551.99</u>	<u>\$ 7,827,080.09</u>	<u>\$ 36,851,333.44</u>	<u>\$ 45,180,965.52</u>

Yield Information as of December 31, 2023:

CSAFE - 5.49%

UMB Series 2018 (ColoTrust +) - 5.50%

UMB Series 2022B (ColoTrust +) - 5.19%



DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

AND

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NOS. 13 & 14

**ENGINEER'S REPORT AND VERIFICATION OF COSTS
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

PREPARED BY:

SCHEDIO GROUP LLC

809 14TH STREET, SUITE A

GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: January 18, 2024

CLIENT NO. 200103

PROJECT: High Point Subdivision Filing No. 3

Engineer's Report and Verification of Costs No. 19

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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a *Service Agreement for Cost Verification Services* ("Agreement") with Denver High Point at DIA Metropolitan District ("DHP"), Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 ("CIC No. 13", "CIC No. 14" and with DHP, "Districts") on March 10, 2020. This *Engineer's Report and Verification of Costs Associated with Public Improvements* ("Report") is the 19th deliverable associated with the Agreement, more specifically Task 1 – *Independent Professional Engineer's Review and Verification of Costs Incurred to Date Associated with Public Improvements*.

Per the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) ("CFRA") entered into on July 20, 2017, by and between DHP and ACM High Point VI LLC ("Developer"), concerning costs associated with the design and construction of Public Improvements (as defined in the CFRA) and verified by Schedio Group as eligible for Developer Reimbursement, DHP shall be the Payer and the Developer shall be the Payee.

In addition, per the *Facilities Acquisition Agreement* ("FAA") by and between DHP, CIC No. 13 and William Lyon Homes, Inc. (now Taylor Morrison of Colorado, Inc. "Buyer"), the Buyer agrees to design, construct, and complete the District Improvements (as defined in the FAA) and upon completion transfer the completed District Improvements by special warranty bill of sale to CIC No. 13 or DHP. The Buyer acknowledges that construction and conveyance of the District Improvements shall be without compensation from the Districts to the Buyer and District Reimbursement Rights shall remain the property of the Developer and shall not be conveyed to the Buyer.

The development is High Point Subdivision Filing No. 3, which consists of 225 residential lots on approximately 54 acres located north of E. 64th Avenue, west of N. Dunkirk Street and in the City and County of Denver, Colorado.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$14,766,545.34 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$14,766,545.34 reviewed, Schedio Group has verified \$11,878,969.38 as associated with the design and construction of Public Improvements as authorized by the *Service Plan for Colorado International Center Metropolitan District No. 13 in the City and County of Denver, Colorado*, prepared by McGeady Sisneros, P.C., and approved on March 13, 2006 ("Service Plan") and therefore eligible for Developer Reimbursement by the District.

Per *Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 13 & 14 – Engineer's Report and Verification of Costs Associated with Public Improvements No. 18*, prepared by Schedio Group LLC and dated August 18, 2023, Schedio Group had reviewed a total of \$13,994,213.79 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$13,994,213.79 reviewed, Schedio Group verified \$11,160,980.59 as associated with the design and construction of Public Improvements and therefore eligible for Developer Reimbursement by the District in prior reports.

Regarding this Report, Schedio Group reviewed a total of \$772,331.55 in soft, indirect, and hard costs associated with improvements. Of the \$772,331.55 reviewed, Schedio Group verified \$717,988.79 as associated with design and construction of Public Improvements and recommends that **\$717,988.79** be reimbursed by the District to the Developer.

See *Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below. For additional details, see *Exhibit A – Summary of Costs Reviewed*.

	TOT AMT VER VER NOS 1-19	TOT PREV AMT VER VER NOS 1-18	TOT CUR AMT VER VER NO 19
SOFT AND INDIRECT COSTS			
Streets	\$ 408,572.10	\$ 402,102.01	\$ 6,470.09
Water	\$ 288,583.85	\$ 282,388.76	\$ 6,195.09
Sanitary Sewer	\$ 276,702.32	\$ 274,077.23	\$ 2,625.09
Parks and Recreation	\$ 280,210.85	\$ 265,835.76	\$ 14,375.09
Total Soft and Indirect Costs -->	\$ 1,254,069.11	\$ 1,224,403.77	\$ 29,665.35
HARD COSTS			
Streets	\$ 6,726,626.13	\$ 6,597,195.63	\$ 129,430.50
Water	\$ 1,570,219.74	\$ 1,025,399.30	\$ 544,820.44
Sanitary Sewer	\$ 971,660.30	\$ 971,660.30	\$ -
Parks and Recreation	\$ 1,356,394.10	\$ 1,342,321.60	\$ 14,072.50
Total Hard Costs -->	\$ 10,624,900.27	\$ 9,936,576.83	\$ 688,323.44
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 7,135,198.23	\$ 6,999,297.64	\$ 135,900.59
Water	\$ 1,858,803.59	\$ 1,307,788.06	\$ 551,015.53
Sanitary Sewer	\$ 1,248,362.62	\$ 1,245,737.53	\$ 2,625.09
Parks and Recreation	\$ 1,636,604.95	\$ 1,608,157.36	\$ 28,447.59
Total Soft and Indirect + Hard Costs -->	\$ 11,878,969.38	\$ 11,160,980.59	\$ 717,988.79

Figure 1 - Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within High Point Subdivision Filing No. 3. The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the *High Point Subdivision Filing No. 3 Final Plat* (unapproved). The Public Proration Percentage was calculated and applied as deemed appropriate by Schedio Group. See *Exhibit A – Summary of Costs Reviewed* for application of the Public Proration Percentage.

	SF		
Overall Area	2,356,034	<--From Sheet 1 of Plat	100.00%
Private Lots	1,211,822		51.43%
Private Tracts	199,910		8.49%
Public Tracts	368,774		15.65%
Public Right-of-Way	575,528		24.43%
Total High Point Subdivision Filing No. 3 Area -->	2,356,034	Private % -->	59.92%
		Public % -->	40.08%

Figure 2 - Determination of Public Proration Percentage

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

At the time of this report, traditional proofs of payments such as canceled checks, bank statements, and unconditional lien waivers were not made available to Schedio Group. In the absence of traditional proofs of payments, Schedio Group, in coordination with District Counsel, secured *Exhibit C – Affidavit as Proofs of Payments* from the Buyer.

VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on January 11, 2024. Brothers Excavating LLC Invoice No. 18682, Nelson Pipeline Constructors Pay Application No. 1, and Premier Earthworks & Infrastructure Invoice No. 191025CK, reasonably represents the work completed to date on site. The constructed Public Improvements appear to be in general conformance with the approved construction drawings. See *Exhibit B – Summary of Documents Reviewed*. Photos are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

The *High Point Subdivision Filing No. 3 Final Plat* (unapproved) depicts various tracts as “Private” (“Private Areas”). Schedio Group has considered tracts labeled as ‘Private’ on the *High Point Subdivision Filing No. 3 Final Plat* (unapproved) as truly private; meaning that their collective area was not considered as Public Area when calculating the Public Proration Percentage and that costs associated with the design and construction of improvements within Private Areas have not and will not be verified as eligible for Developer Reimbursement. From *Figure 2 – Determination of Public Proration Percentage*, Private Tracts constituted 199,910 square feet of area within High Point Subdivision Filing No. 3.

ENGINEER'S VERIFICATION

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

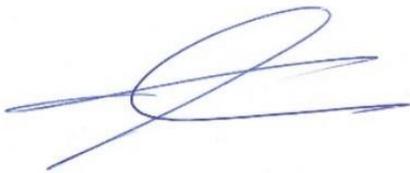
The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and Verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated January 18, 2024.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer performed a site visit on January 11, 2024 and determined that the Public Improvements constructed to date were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report from February 24, 2023 (Date of EMK Consultants Invoice No. 65196) to August 2, 2023 (Date of Means Law Group Invoice No. 61456), are reasonably valued at \$717,988.79.

In the opinion of the Independent Consulting Engineer, the above stated value of **\$717,988.79** for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales.



January 18, 2024

Timothy A. McCarthy, P.E. | Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

COST TYPE	VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	299518	01/31/19	\$ 450.00	43355	02/11/19	\$ 450.00	59.92%	\$ 269.64	40.08%	\$ 180.36	45.09	\$ 45.09	\$ 45.09	\$ 45.09
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	300263	04/30/19	\$ 2,500.00	46175	06/10/19	\$ 2,500.00	59.92%	\$ 1,498.00	40.08%	\$ 1,002.00	\$ 250.50	\$ 250.50	\$ 250.50	\$ 250.50
SOPT	1	A.G. Waseenaar, Inc.	186201440 Residential High Point-Fil 3 Denver, CO Residential	309261	04/01/19	\$ 1,000.00	46053	05/01/19	\$ 1,000.00	59.92%	\$ 598.00	40.08%	\$ 402.00	\$ 160.32	\$ 160.32	\$ 160.32	\$ 160.32
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309736	08/11/19	\$ 150.00	48879	10/01/19	\$ 150.00	59.92%	\$ 89.88	40.08%	\$ 60.12	\$ 15.03	\$ 15.03	\$ 15.03	\$ 15.03
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309761	09/30/19	\$ 250.00	50017	12/16/19	\$ 250.00	59.92%	\$ 149.80	40.08%	\$ 100.20	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309662	09/10/19	\$ 12,120.00	52617	12/16/19	\$ 12,120.00	59.92%	\$ 7,324.80	40.08%	\$ 4,795.20	\$ 1,204.80	\$ 1,204.80	\$ 1,204.80	\$ 1,204.80
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309753	10/31/19	\$ 16,832.00	50161	12/02/19	\$ 16,832.00	59.92%	\$ 10,085.71	40.08%	\$ 6,746.29	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309754	10/31/19	\$ 120.00	50161	12/02/19	\$ 120.00	59.92%	\$ 71.90	40.08%	\$ 48.10	\$ 12.02	\$ 12.02	\$ 12.02	\$ 12.02
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309960	10/31/19	\$ 2,300.00	50161	12/02/19	\$ 2,300.00	59.92%	\$ 1,378.16	40.08%	\$ 921.84	\$ 230.46	\$ 230.46	\$ 230.46	\$ 230.46
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311003	11/30/19	\$ 7,858.00	50703	01/06/20	\$ 7,858.00	59.92%	\$ 4,708.50	40.08%	\$ 3,149.50	\$ 787.37	\$ 787.37	\$ 787.37	\$ 787.37
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311003	11/30/19	\$ 10,231.00	50703	01/06/20	\$ 10,231.00	59.92%	\$ 6,130.40	40.08%	\$ 4,100.60	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311003	11/30/19	\$ 17,880.00	50703	01/06/20	\$ 17,880.00	100.00%	\$ 17,880.00	100.00%	\$ 17,880.00				
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311574	12/19/18	\$ 3,950.00	50830	01/13/20	\$ 3,950.00	0.00%	\$ -	100.00%	\$ 3,950.00	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	312126	12/19/18	\$ 1,278.00	51136	01/27/20	\$ 1,278.00	59.92%	\$ 767.88	40.08%	\$ 510.12	\$ 128.06	\$ 128.06	\$ 128.06	\$ 128.06
SOPT	1	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	312126	12/19/18	\$ 12,044.00	51136	01/27/20	\$ 12,044.00	59.92%	\$ 7,226.55	40.08%	\$ 4,817.45	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11
SOPT	1	A.G. Waseenaar, Inc.	18690118611 High Point-Filing 3 Denver, CO Residential	312745	01/28/20	\$ 14,465.00	51514	02/18/20	\$ 14,465.00	100.00%	\$ 14,465.00	0.00%	\$ -				
SOPT	1	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 448,314.27	Affidavit	Affidavit	\$ 266,317.27	26.35%	\$ 118,954.71	73.47%	\$ 329,359.56	\$ 139,159.84	\$ 84,880.80	\$ 77,920.27	\$ 27,798.64
SOPT	1	Norris Design, Inc.	High Point Due Diligence	01-24247	04/30/18	\$ 3,246.07	37954	06/25/18	\$ 3,246.07	59.92%	\$ 1,951.03	40.08%	\$ 1,295.04	\$ 326.26	\$ 326.26	\$ 326.26	\$ 326.26
SOPT	1	Norris Design, Inc.	High Point Due Diligence	01-24243	01/31/18	\$ 3,963.19	38366	07/09/18	\$ 3,963.19	59.92%	\$ 2,373.54	40.08%	\$ 1,589.65	\$ 396.91	\$ 396.91	\$ 396.91	\$ 396.91
SOPT	1	Norris Design, Inc.	High Point Engineering - Design and Entitlement	Multiple	Multiple	\$ 263,317.47	Affidavit	Affidavit	\$ 156,317.47	24.36%	\$ 64,626.51	75.64%	\$ 200,690.97	\$ 50,172.74	\$ 50,172.74	\$ 50,172.74	\$ 50,172.74
HARD	1	Omerta Storm Water Management	High Point - CMS487, Silt Fence, Stakes, Install, Cinder Blocks	44020	02/28/19	\$ 4,750.00	46854	11/04/19	\$ 4,750.00	59.92%	\$ 2,846.19	40.08%	\$ 1,903.81	\$ 475.95	\$ 475.95	\$ 475.95	\$ 475.95
HARD	1	Omerta Storm Water Management	High Point - CMS487, Silt Fence	58120	08/29/19	\$ 506.50	51270	01/27/20	\$ 506.50	59.92%	\$ 303.49	40.08%	\$ 203.01	\$ 50.75	\$ 50.75	\$ 50.75	\$ 50.75
HARD	1	Omerta Storm Water Management	High Point - CMS510, Silt Fence	50457	12/11/19	\$ 720.60	51620	02/18/20	\$ 720.60	59.92%	\$ 437.88	40.08%	\$ 282.72	\$ 72.20	\$ 72.20	\$ 72.20	\$ 72.20
HARD	1	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 EWIC - Job # 191023	Multiple	Multiple	\$ 456,760.82	Affidavit	Affidavit	\$ 456,760.82	59.92%	\$ 273,090.39	40.08%	\$ 183,670.43	\$ 45,767.61	\$ 45,767.61	\$ 45,767.61	\$ 45,767.61
HARD	1	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	Multiple	Multiple	\$ 962,632.00	Affidavit	Affidavit	\$ 962,632.00	0.00%	\$ -	100.00%	\$ 962,632.00	\$ 34,668.45	\$ 34,668.45	\$ 34,668.45	\$ 34,668.45
SOPT	2	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313404	01/31/20	\$ 18,414.00	51784	03/02/20	\$ 18,414.00	59.92%	\$ 11,033.64	40.08%	\$ 7,380.36	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09
SOPT	2	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313405	01/31/20	\$ 250.00	51784	03/02/20	\$ 250.00	59.92%	\$ 149.80	40.08%	\$ 100.20	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05
SOPT	2	A.G. Waseenaar, Inc.	18690M45 196171 & 201140-201296 High Point Fil 3	313798	01/31/20	\$ 20,210.00	51784	03/02/20	\$ 20,210.00	59.92%	\$ 12,126.42	40.08%	\$ 8,083.58	\$ 2,021.40	\$ 2,021.40	\$ 2,021.40	\$ 2,021.40
SOPT	2	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313976	03/02/20	\$ 14,500.00	52358	03/30/20	\$ 14,500.00	59.92%	\$ 8,688.38	40.08%	\$ 5,811.62	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91
SOPT	2	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314272	02/29/20	\$ 17,853.00	52358	03/30/20	\$ 17,853.00	59.92%	\$ 10,697.49	40.08%	\$ 7,155.51	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88
SOPT	2	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314273	02/29/20	\$ 3,000.00	52358	03/30/20	\$ 3,000.00	59.92%	\$ 1,800.00	40.08%	\$ 1,200.00	\$ 302.86	\$ 302.86	\$ 302.86	\$ 302.86
SOPT	2	A.G. Waseenaar, Inc.	18690M45 196171 & 201140-201296 High Point Fil 3	314452	03/05/20	\$ 8,930.00	52358	03/30/20	\$ 8,930.00	100.00%	\$ 8,930.00	0.00%	\$ -				
SOPT	2	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	100580	03/02/20	\$ 595.00	52390	03/30/20	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
HARD	3	Davis, Graham & Subbs	High Point Due Diligence	11021	02/01/18	\$ 700.00	52121	02/01/18	\$ 700.00	59.92%	\$ 420.00	40.08%	\$ 280.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
SOPT	2	Davis, Graham & Subbs	High Point Denver Review Pipeline Easement	78570	03/31/20	\$ 225.00	52392	03/30/20	\$ 225.00	59.92%	\$ 134.82	40.08%	\$ 90.18	\$ 22.55	\$ 22.55	\$ 22.55	\$ 22.55
SOPT	2	Felten Group	Altair at High Point Structural Engineering Services	20-1112	02/13/20	\$ 1,175.00	51848	02/02/20	\$ 1,175.00	100.00%	\$ 1,175.00	0.00%	\$ -				
SOPT	2	Felten Group	Altair at High Point Structural Engineering Services	20-1112	02/13/20	\$ 875.00	51848	02/02/20	\$ 875.00	100.00%	\$ 875.00	0.00%	\$ -				
SOPT	2	Felten Group	Altair at High Point Structural Engineering Services	20-1113	02/13/20	\$ 9,000.00	51848	02/02/20	\$ 9,000.00	100.00%	\$ 9,000.00	0.00%	\$ -				
SOPT	2	Harris Kocher Smith	High Point Engineering - 180422	513726	03/04/20	\$ 15,445.00	52636	03/30/20	\$ 15,445.00	26.35%	\$ 4,000.00	73.65%	\$ 11,445.00	\$ 3,513.03	\$ 3,513.03	\$ 3,513.03	\$ 3,513.03
SOPT	2	Ken's Reproductions	High Point Print Processing	513726	03/04/20	\$ 40.01	52426	03/30/20	\$ 40.01	59.92%	\$ 23.97	40.08%	\$ 16.04	\$ 4.01	\$ 4.01	\$ 4.01	\$ 4.01
SOPT	2	Means Law Group, LLC	High Point Legal Advice Acquisition/Development/Pipeline Easement	289	12/31/19	\$ 2,117.00	52187	03/16/20	\$ 2,117.00	59.92%	\$ 1,268.50	40.08%	\$ 848.50	\$ 212.12	\$ 212.12	\$ 212.12	\$ 212.12
SOPT	2	Means Law Group, LLC	High Point Legal Advice Acquisition/Development/Pipeline Easement	290	02/02/20	\$ 2,664.50	52187	03/16/20	\$ 2,664.50	59.92%	\$ 1,596.56	40.08%	\$ 1,067.94	\$ 266.98	\$ 266.98	\$ 266.98	\$ 266.98
SOPT	2	Norris Design, Inc.	High Point Engineering - Design and Entitlement	Multiple	Multiple	\$ 8,536.25	Affidavit	Affidavit	\$ 8,536.25	43.80%	\$ 3,739.07	56.20%	\$ 4,797.18	\$ 934.77	\$ 934.77	\$ 934.77	\$ 934.77
HARD	2	Omerta Storm Water Management	High Point - CMS482, Silt Fence, Stakes, Install, Cinder Blocks	51075	01/31/20	\$ 583.72	51889	03/02/20	\$ 583.72	59.92%	\$ 349.76	40.08%	\$ 233.96	\$ 58.49	\$ 58.49	\$ 58.49	\$ 58.49
HARD	2	Omerta Storm Water Management	High Point - CMS484, Silt Fence, Stakes, Install, Cinder Blocks	51426	02/29/20	\$ 604.45	52438	03/30/20	\$ 604.45	59.92%	\$ 362.15	40.08%	\$ 242.30	\$ 60.58	\$ 60.58	\$ 60.58	\$ 60.58
HARD	2	Omerta Storm Water Management	High Point - CMS485, Silt Fence, Stakes, Install, Cinder Blocks	51426	02/29/20	\$ 604.45	52438	03/30/20	\$ 604.45	59.92%	\$ 362.15	40.08%	\$ 242.30	\$ 60.58	\$ 60.58	\$ 60.58	\$ 60.58
HARD	2	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	191025.04	03/30/20	\$ 402,413.49	Affidavit	Affidavit	\$ 402,413.49	0.00%	\$ 78,975.00	100.00%	\$ 323,438.49	\$ 253,348.49	\$ 253,348.49	\$ 57,370.50	\$ 66,157.50
SOPT	2	Shanrock Delivery, Inc.	Delivery of Samples Q#2088420021/20	139913	02/29/20	\$ 44.13	52212	03/16/20	\$ 44.13	59.92%	\$ 26.48	40.08%	\$ 17.65	\$ 4.42	\$ 4.42	\$ 4.42	\$ 4.42
SOPT	2	High Point Flat Signatures, Council, February Retainer Services	High Point Flat Signatures, Council, February Retainer Services	731	02/29/20	\$ 2,000.00	52077	03/30/20	\$ 2,000.00	59.92%	\$ 1,199.40	40.08%	\$ 800.60	\$ 200.40	\$ 200.40	\$ 200.40	\$ 200.40
SOPT	3	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314819	03/16/20	\$ 6,500.00	Affidavit	Affidavit	\$ 6,500.00	59.92%	\$ 3,884.79	40.08%	\$ 2,615.21	\$ 651.30	\$ 651.30	\$ 651.30	\$ 651.30
SOPT	3	A.G. Waseenaar, Inc.	18690M45 196171 & 201140-201296 High Point Fil 3	315116	03/16/20	\$ 3,685.00	Affidavit	Affidavit	\$ 3,685.00	100.00%	\$ 3,685.00	0.00%	\$ -				
SOPT	3	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	315463	03/16/20	\$ 14,875.00	Affidavit	Affidavit	\$ 14,875.00	59.92%	\$						

SUMMARY OF COSTS REVIEWED

COST TYPE	VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
SOFT	5	The Stanton Solution	Highpoint - Building Permit Issue, SDP Amendment	750	06/30/20	\$ 1,300.00	Affidavit	Affidavit	\$ 1,300.00	59.92%	\$ 779.80	40.08%	\$ 520.20	\$ -	\$ -	\$ -	\$ -
SOFT	5	The Stanton Solution	Coord. with city, metro district and client on Avian park High Point	750	07/31/20	\$ 4,500.00	Affidavit	Affidavit	\$ 4,500.00	59.92%	\$ 2,696.39	40.08%	\$ 1,803.61	\$ 450.90	\$ 450.90	\$ 450.90	\$ 450.90
HARD	6	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	323781	08/11/20	\$ 850.00	Affidavit	Affidavit	\$ 850.00	59.92%	\$ 509.17	40.08%	\$ 340.83	\$ 85.17	\$ 85.17	\$ 85.17	\$ 85.17
SOFT	6	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	321176	08/11/20	\$ 12,193.00	Affidavit	Affidavit	\$ 12,193.00	59.92%	\$ 7,306.03	40.08%	\$ 4,886.97	\$ 1,221.74	\$ 1,221.74	\$ 1,221.74	\$ 1,221.74
SOFT	6	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	1097901	09/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	6	CO Dept of Public Health and Environment	WCID Form 101, CCRAS047	WC1201879	08/17/20	\$ 540.00	Affidavit	Affidavit	\$ 540.00	59.92%	\$ 323.57	40.08%	\$ 216.43	\$ 54.11	\$ 54.11	\$ 54.11	\$ 54.11
SOFT	6	Harris Koeber Smith	High Point Survey	190126.18	08/26/20	\$ 15,890.75	Affidavit	Affidavit	\$ 15,890.75	48.78%	\$ 7,751.06	51.22%	\$ 8,139.69	\$ 6,047.00	\$ 1,957.69	\$ 67.50	\$ 67.50
SOFT	6	Harris Koeber Smith	High Point Engineering - 180422	180422.31	09/09/20	\$ 5,773.79	Affidavit	Affidavit	\$ 5,773.79	78.02%	\$ 4,504.97	21.98%	\$ 1,268.82	\$ 317.21	\$ 317.21	\$ 317.21	\$ 317.21
SOFT	6	Means Law Group, LLC	High Point Legal Advice/Acquisition/Development	464	08/31/20	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	6	Norris Design, Inc.	High Point Denver - Design and Entitlement	01-60516	08/31/20	\$ 755.00	Affidavit	Affidavit	\$ 755.00	59.92%	\$ 452.39	40.08%	\$ 302.61	\$ 75.65	\$ 75.65	\$ 75.65	\$ 75.65
HARD	6	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout/Delivery	54418	08/26/20	\$ 300.00	Affidavit	Affidavit	\$ 300.00	59.92%	\$ 179.76	40.08%	\$ 120.24	\$ 30.06	\$ 30.06	\$ 30.06	\$ 30.06
HARD	6	Ometra Storm Water Management	High Point - CMS Inspection 31, New Silt Fence, Repairs	54550	08/31/20	\$ 1,642.75	Affidavit	Affidavit	\$ 1,642.75	59.92%	\$ 984.03	40.08%	\$ 658.72	\$ 164.55	\$ 164.55	\$ 164.55	\$ 164.55
HARD	6	Ometra Storm Water Management	High Point - CMS Inspection 32, New Silt Fence, Repairs	54560	09/04/20	\$ 1,181.90	Affidavit	Affidavit	\$ 1,181.90	59.92%	\$ 708.19	40.08%	\$ 473.71	\$ 118.43	\$ 118.43	\$ 118.43	\$ 118.43
HARD	6	Ometra Storm Water Management	High Point - CMS Inspection 33 Dandy Bag/Scrape/Sweep/Gutter/Flowlines	54588	09/09/20	\$ 3,888.50	Affidavit	Affidavit	\$ 3,888.50	59.92%	\$ 2,389.90	40.08%	\$ 1,598.60	\$ 399.65	\$ 399.65	\$ 399.65	\$ 399.65
HARD	6	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	341900	08/31/20	\$ 74,950.00	Affidavit	Affidavit	\$ 74,950.00	0.00%	\$ -	0.00%	\$ 74,950.00	\$ 567,382.00	\$ 173,705.00	\$ -	\$ -
SOFT	7	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	323284	09/30/20	\$ 18,689.00	Affidavit	Affidavit	\$ 18,689.00	59.92%	\$ 11,198.42	40.08%	\$ 7,490.58	\$ 1,872.64	\$ 1,872.64	\$ 1,872.64	\$ 1,872.64
SOFT	7	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	323746	10/31/20	\$ 18,331.00	Affidavit	Affidavit	\$ 18,331.00	59.92%	\$ 10,983.91	40.08%	\$ 7,347.09	\$ 1,836.77	\$ 1,836.77	\$ 1,836.77	\$ 1,836.77
SOFT	7	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	323531	11/30/20	\$ 15,237.00	Affidavit	Affidavit	\$ 15,237.00	59.92%	\$ 9,129.99	40.08%	\$ 6,107.01	\$ 1,526.75	\$ 1,526.75	\$ 1,526.75	\$ 1,526.75
SOFT	7	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	323925	12/31/20	\$ 2,760.00	Affidavit	Affidavit	\$ 2,760.00	59.92%	\$ 1,653.79	40.08%	\$ 1,106.21	\$ 276.55	\$ 276.55	\$ 276.55	\$ 276.55
SOFT	7	City and County of Denver	Zoning Permit Fee	6162117	10/15/20	\$ 67.00	Affidavit	Affidavit	\$ 67.00	59.92%	\$ 40.46	40.08%	\$ 26.54	\$ 6.74	\$ 6.74	\$ 6.74	\$ 6.74
SOFT	7	City and County of Denver	Survey Development and Site Development Plan Review Fees	6178807	11/05/20	\$ 3,000.00	Affidavit	Affidavit	\$ 3,000.00	59.92%	\$ 1,797.60	40.08%	\$ 1,202.40	\$ 300.60	\$ 300.60	\$ 300.60	\$ 300.60
SOFT	7	City and County of Denver	Survey Development and Site Development Plan Review Fees	6178799	11/05/20	\$ 3,000.00	Affidavit	Affidavit	\$ 3,000.00	59.92%	\$ 1,797.60	40.08%	\$ 1,202.40	\$ 300.60	\$ 300.60	\$ 300.60	\$ 300.60
SOFT	7	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	109171	10/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	7	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	110205	11/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	7	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	113168	02/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	7	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	114419	02/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	7	Harris Koeber Smith	High Point Survey	Multiple		\$ 36,376.75	Affidavit	Affidavit	\$ 36,376.75	63.83%	\$ 23,217.85	36.17%	\$ 13,158.90	\$ 8,887.65	\$ 2,623.75	\$ 1,528.75	\$ 1,528.75
SOFT	7	Harris Koeber Smith	High Point Engineering - 180422	Multiple		\$ 44,985.65	Affidavit	Affidavit	\$ 44,985.65	77.77%	\$ 32,485.12	77.77%	\$ 12,500.53	\$ 2,863.12	\$ 2,863.12	\$ 2,863.12	\$ 2,863.12
SOFT	7	Martin Marietta	High Point Filing No. 3 - Asphalt Paving	Multiple		\$ 808,381.40	Affidavit	Affidavit	\$ 808,381.40	0.00%	\$ -	100.00%	\$ 808,381.40	\$ -	\$ -	\$ -	\$ -
SOFT	7	Means Law Group, LLC	High Point Legal Advice/Acquisition/Development	525	12/01/20	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	7	Norris Design, Inc.	High Point Denver - Design and Entitlement	448	01/29/21	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	7	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple		\$ 15,860.00	Affidavit	Affidavit	\$ 15,860.00	59.92%	\$ 9,503.30	40.08%	\$ 6,356.71	\$ 1,589.18	\$ 1,589.18	\$ 1,589.18	\$ 1,589.18
HARD	7	Ometra Storm Water Management	High Point - CMS Inspection 35, Service BMP/Silt Fence/Reset EVI Pad	54855	09/25/20	\$ 3,223.80	Affidavit	Affidavit	\$ 3,223.80	59.92%	\$ 1,931.70	40.08%	\$ 1,292.10	\$ 323.03	\$ 323.03	\$ 323.03	\$ 323.03
HARD	7	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout	54852	09/25/20	\$ 2,931.76	Affidavit	Affidavit	\$ 2,931.76	59.92%	\$ 1,761.59	40.08%	\$ 1,170.17	\$ 293.85	\$ 293.85	\$ 293.85	\$ 293.85
HARD	7	Ometra Storm Water Management	High Point - CMS Inspection 37, Silt Fence Install and Repair	54851	10/09/20	\$ 566.15	Affidavit	Affidavit	\$ 566.15	59.92%	\$ 339.24	40.08%	\$ 226.91	\$ 56.73	\$ 56.73	\$ 56.73	\$ 56.73
HARD	7	Ometra Storm Water Management	High Point - CMS Inspection 37, Eco Vehicle Tracking Pad, Service BMP's	155052	10/09/20	\$ 2,478.85	Affidavit	Affidavit	\$ 2,478.85	59.92%	\$ 1,485.32	40.08%	\$ 993.53	\$ 248.38	\$ 248.38	\$ 248.38	\$ 248.38
HARD	7	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout	155056	10/12/20	\$ 3,176.76	Affidavit	Affidavit	\$ 3,176.76	59.92%	\$ 1,921.31	40.08%	\$ 1,255.45	\$ 316.36	\$ 316.36	\$ 316.36	\$ 316.36
HARD	7	Ometra Storm Water Management	High Point - CMS Inspection 38, Silt Fence/Wattle/Safety Fence/Remove Spoils	155062	10/12/20	\$ 3,278.40	Affidavit	Affidavit	\$ 3,278.40	59.92%	\$ 1,964.41	40.08%	\$ 1,313.99	\$ 328.50	\$ 328.50	\$ 328.50	\$ 328.50
HARD	7	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout	155138	10/23/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	\$ 63.30	\$ 63.30	\$ 63.30	\$ 63.30
HARD	7	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout	155288	11/16/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	\$ 63.30	\$ 63.30	\$ 63.30	\$ 63.30
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155291	11/16/20	\$ 37,454.50	Affidavit	Affidavit	\$ 37,454.50	59.92%	\$ 22,442.68	40.08%	\$ 15,011.82	\$ 3,752.96	\$ 3,752.96	\$ 3,752.96	\$ 3,752.96
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155341	11/19/20	\$ 2,311.90	Affidavit	Affidavit	\$ 2,311.90	59.92%	\$ 1,385.29	40.08%	\$ 926.61	\$ 231.65	\$ 231.65	\$ 231.65	\$ 231.65
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155424	11/20/20	\$ 37,014.00	Affidavit	Affidavit	\$ 37,014.00	59.92%	\$ 22,178.73	40.08%	\$ 14,835.27	\$ 3,708.82	\$ 3,708.82	\$ 3,708.82	\$ 3,708.82
HARD	7	Ometra Storm Water Management	High Point - Enviro 3 Y0 Concrete/Washout	155450	12/10/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	\$ 63.30	\$ 63.30	\$ 63.30	\$ 63.30
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155677	12/18/20	\$ 2,510.35	Affidavit	Affidavit	\$ 2,510.35	59.92%	\$ 1,504.20	40.08%	\$ 1,006.15	\$ 251.54	\$ 251.54	\$ 251.54	\$ 251.54
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155807	12/30/20	\$ 21,624.00	Affidavit	Affidavit	\$ 21,624.00	59.92%	\$ 12,957.07	40.08%	\$ 8,666.93	\$ 2,166.73	\$ 2,166.73	\$ 2,166.73	\$ 2,166.73
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	155990	01/15/21	\$ 2,512.40	Affidavit	Affidavit	\$ 2,512.40	59.92%	\$ 1,505.43	40.08%	\$ 1,006.97	\$ 251.74	\$ 251.74	\$ 251.74	\$ 251.74
HARD	7	Ometra Storm Water Management	High Point Land & Erosion Control	156007	01/18/21	\$ 3,817.25	Affidavit	Affidavit	\$ 3,817.25	59.92%	\$ 2,287.29	40.08%	\$ 1,529.96	\$ 382.49	\$ 382.49	\$ 382.49	\$ 382.49
HARD	7	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	Multiple		\$ 2,028,728.73	Affidavit	Affidavit	\$ 2,028,728.73	0.00%	\$ 649,845.17	0.00%	\$ 1,378,883.56	\$ 1,146,047.24	\$ 231,866.32	\$ 1,240.21	\$ 1,240.21
SOFT	7	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	323781	02/28/21	\$ 4,410.00	Affidavit	Affidavit	\$ 4,410.00	59.92%	\$ 2,641.47	40.08%	\$ 1,768.53	\$ 441.88	\$ 441.88	\$ 441.88	\$ 441.88
SOFT	8	A.G. Waseenaar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	328598	02/28/21	\$ 2,208.00	Affidavit	Affidavit	\$ 2,208.00	59.92%	\$ 1,323.03	40.08%	\$ 884.97	\$ 221.24	\$ 221.24	\$ 221.24	\$ 221.24
SOFT	8	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	106235	07/13/20	\$ 95.00	Affidavit	Affidavit	\$ 95.00	59.92%	\$ 56.92	40.08%	\$ 38.08	\$ 9.52	\$ 9.52	\$ 9.52	\$ 9.52
SOFT	8	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	108820	08/26/20	\$ 95.00	Affidavit	Affidavit	\$ 95.00	59.92%	\$ 56.92	40.08%	\$ 38.08	\$ 9.52	\$ 9.52	\$ 9.52	\$ 9.52
SOFT	8	CMS Environmental Solutions	High Point Denver Weekly - Rain Inspections	111657	03/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
SOFT	8	CMS Environmental Solutions	High Point Denver Weekly - Post-Storm Inspections	117098	04/01/21												

SUMMARY OF COSTS REVIEWED

COST TYPE	VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC	
HARD	12	Fox Rothschild LLP	Altara at High Point Structural Engineering Services	169560	11/02/21	\$ 4,684.50	Affidavit	Affidavit	\$ 4,684.50	100.00%	\$ 4,684.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
HARD	12	Hall Contracting LLC	Altara at High Point	Pay App 1	12/17/21	\$ 278,935.11	Affidavit	Affidavit	\$ 278,935.11	0.00%	\$ -	100.00%	\$ 278,935.11	\$ -	\$ -	\$ -	\$ -	\$ 278,935.11
SOFT	12	Harris Kocher Smith	High Point Survey	Multiple	04/21/22	\$ 14,612.00	Affidavit	Affidavit	\$ 14,612.00	0.00%	\$ 450.90	98.91%	\$ 14,161.10	\$ 8,037.85	\$ -	\$ -	\$ -	\$ 6,123.25
SOFT	12	Harris Kocher Smith	High Point Engineering -180422	Multiple	01/04/22	\$ 80,664.00	Affidavit	Affidavit	\$ 80,664.00	63.50%	\$ 51,219.55	36.50%	\$ 29,444.51	\$ 6,752.15	\$ 6,752.15	\$ -	\$ -	\$ 1,388.02
SOFT	12	Means Law Group, LLC	High Point Engineering	880	01/04/22	\$ 146.00	Affidavit	Affidavit	\$ 146.00	100.00%	\$ 146.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146.00
SOFT	12	High Point Design, Inc.	High Point Engineer - Design and Entitlement	Multiple	01/04/22	\$ 12,769.12	Affidavit	Affidavit	\$ 12,769.12	59.92%	\$ 7,651.48	40.08%	\$ 5,118.04	\$ 1,279.51	\$ 1,279.51	\$ -	\$ -	\$ 9,288.57
SOFT	12	Norris Design, Inc.	Altara at High Point - Construction Assistance	01-69864	12/31/21	\$ 2,597.50	Affidavit	Affidavit	\$ 2,597.50	99.92%	\$ 1,556.42	40.08%	\$ 1,041.08	\$ 260.27	\$ 260.27	\$ -	\$ -	\$ 260.27
HARD	12	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-01	02/28/22	\$ 56,933.26	Affidavit	Affidavit	\$ 56,933.26	0.00%	\$ -	100.00%	\$ 56,933.26	\$ -	\$ -	\$ -	\$ -	\$ 56,933.26
HARD	12	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 - Utilities - Job# 191023	191023-16	07/20/21	\$ 67,266.69	Affidavit	Affidavit	\$ 67,266.69	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,266.69
HARD	13	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO (Asphalt)	346868	02/24/22	\$ 740.00	Affidavit	Affidavit	\$ 740.00	0.00%	\$ -	100.00%	\$ 740.00	\$ 185.00	\$ 185.00	\$ -	\$ -	\$ 185.00
SOFT	13	Foster Graham Mistein & Calisher, LLP	Developer Legal Fees	194182	04/15/22	\$ 4,197.00	Affidavit	Affidavit	\$ 4,197.00	100.00%	\$ 4,197.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,197.00
HARD	13	GRC Consulting, Inc.	High Point 2021-300: Excavation and Mobilization	10056	12/14/21	\$ 27,372.00	Affidavit	Affidavit	\$ 27,372.00	0.00%	\$ -	100.00%	\$ 27,372.00	\$ 13,686.00	\$ -	\$ -	\$ -	\$ 13,686.00
HARD	13	Hall Contracting LLC	Altara at High Point: cobble rock install, plant material install, steel edger install, erosion control, ir	7315	04/07/22	\$ 31,505.00	Affidavit	Affidavit	\$ 31,505.00	0.00%	\$ -	100.00%	\$ 31,505.00	\$ -	\$ -	\$ -	\$ -	\$ 31,505.00
SOFT	13	Harris Kocher Smith	High Point Engineering -180422	Multiple	04/21/22	\$ 66,618.24	Affidavit	Affidavit	\$ 66,618.24	63.28%	\$ 42,154.02	36.72%	\$ 24,464.22	\$ 6,989.56	\$ 6,989.56	\$ -	\$ -	\$ 3,495.57
SOFT	13	High Point Survey, LLC	High Point Survey	Multiple	04/21/22	\$ 14,612.00	Affidavit	Affidavit	\$ 14,612.00	0.00%	\$ 450.90	100.00%	\$ 450.90	\$ -	\$ -	\$ -	\$ -	\$ 450.90
SOFT	13	Norris Design, Inc.	High Point Engineer - Design and Entitlement	Multiple	04/21/22	\$ 36,110.37	Affidavit	Affidavit	\$ 36,110.37	13.01%	\$ 4,698.69	36.99%	\$ 31,411.68	\$ 7,852.92	\$ 7,852.92	\$ -	\$ -	\$ 7,852.92
SOFT	13	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple	04/21/22	\$ 540.00	Affidavit	Affidavit	\$ 540.00	59.92%	\$ 323.57	40.08%	\$ 54.11	\$ 54.11	\$ 54.11	\$ -	\$ -	\$ 54.11
HARD	13	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-02	03/29/22	\$ 98,956.23	Affidavit	Affidavit	\$ 98,956.23	0.00%	\$ -	100.00%	\$ 98,956.23	\$ 98,956.23	\$ -	\$ -	\$ -	\$ 98,956.23
SOFT	13	Studio Lighting Co.	Photometric for Site Development Permit - High Point 18 Mini Lots - 2019-036 - Lot 3	4500	09/11/21	\$ 450.00	Affidavit	Affidavit	\$ 450.00	0.00%	\$ -	100.00%	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ 450.00
SOFT	13	Studio Lighting Co.	Photometric for Site Development Permit - High Point 18 Mini Lots - 2019-036 - Lot 10, 11, & 16	278	09/18/21	\$ 1,350.00	Affidavit	Affidavit	\$ 1,350.00	0.00%	\$ -	100.00%	\$ 1,350.00	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00
SOFT	13	Studio Lighting Co.	Photometric for Site Development Permit - High Point Mini Lots - 2019-046 - Lots 11, 13, 14, & 15	284	11/01/21	\$ 1,800.00	Affidavit	Affidavit	\$ 1,800.00	0.00%	\$ -	100.00%	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00
SOFT	13	Studio Lighting Co.	Photometric for Site Development Permit - High Point Mini Lots - Lot 9 - 2019-036	292	12/18/21	\$ 450.00	Affidavit	Affidavit	\$ 450.00	0.00%	\$ -	100.00%	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ 450.00
SOFT	14	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	342817	03/30/22	\$ 7,730.00	Affidavit	Affidavit	\$ 7,730.00	59.92%	\$ 4,631.80	40.08%	\$ 3,098.20	\$ 3,098.20	\$ -	\$ -	\$ -	\$ 3,098.20
SOFT	14	A.G. Waseanar, Inc.	221300 High Point Filing 3 2021-SPR-000047 64th Ave & Dunkirk St Denver CO	346261	03/30/22	\$ 4,840.00	Affidavit	Affidavit	\$ 4,840.00	59.92%	\$ 2,900.13	40.08%	\$ 1,939.87	\$ 484.97	\$ 484.97	\$ -	\$ -	\$ 484.97
SOFT	14	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	349617	04/29/22	\$ 2,560.00	Affidavit	Affidavit	\$ 2,560.00	59.92%	\$ 1,533.95	40.08%	\$ 1,026.05	\$ 1,026.05	\$ -	\$ -	\$ -	\$ 1,026.05
SOFT	14	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	351068	05/31/22	\$ 2,200.00	Affidavit	Affidavit	\$ 2,200.00	59.92%	\$ 1,318.24	40.08%	\$ 881.76	\$ -	\$ -	\$ -	\$ -	\$ 881.76
SOFT	14	A.G. Waseanar, Inc.	214607 High Point Filing 3-4-25	351100	05/31/22	\$ 1,665.00	Affidavit	Affidavit	\$ 1,665.00	100.00%	\$ 1,665.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,665.00
SOFT	14	A.G. Waseanar, Inc.	221300 High Point Filing 3 2021-SPR-000047 64th Ave & Dunkirk St Denver CO	349617	04/29/22	\$ 1,135.00	Affidavit	Affidavit	\$ 1,135.00	0.00%	\$ -	100.00%	\$ 1,135.00	\$ 113.73	\$ 113.73	\$ -	\$ -	\$ 113.73
SOFT	14	A.G. Waseanar, Inc.	221300 High Point Filing 3 2021-SPR-000047 64th Ave & Dunkirk St Denver CO	353135	06/30/22	\$ 750.00	Affidavit	Affidavit	\$ 750.00	59.92%	\$ 449.40	40.08%	\$ 300.60	\$ 75.15	\$ 75.15	\$ -	\$ -	\$ 113.73
SOFT	14	Altara at High Point Townhome Association, Inc.	2nd Qtr 2022 Assessment Billing for Lots owned within the Altara at High Point Townhome Assn.	AHT-5003	05/31/22	\$ 903.08	Affidavit	Affidavit	\$ 903.08	100.00%	\$ 903.08	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 903.08
HARD	14	Brothers Excavating LLC	Install 4 inch storm drain on 6-Plex	18244	05/04/22	\$ 19,944.00	Affidavit	Affidavit	\$ 19,944.00	0.00%	\$ -	100.00%	\$ 19,944.00	\$ 19,944.00	\$ -	\$ -	\$ -	\$ 19,944.00
HARD	14	Brothers Excavating LLC	Install storm drain on 4-Plex	18211	05/04/22	\$ 13,296.00	Affidavit	Affidavit	\$ 13,296.00	0.00%	\$ -	100.00%	\$ 13,296.00	\$ 13,296.00	\$ -	\$ -	\$ -	\$ 13,296.00
HARD	14	Brothers Excavating LLC	Install 8 inch storm drain on 6-Plex (backfilled and controlled on the 27th of May)	18258	06/03/22	\$ 37,260.00	Affidavit	Affidavit	\$ 37,260.00	0.00%	\$ -	100.00%	\$ 37,260.00	\$ 37,260.00	\$ -	\$ -	\$ -	\$ 37,260.00
HARD	14	Brothers Excavating LLC	Take 6-Plex footprint down 10 feet below existing grade, completed fill back to bottom of footing	18255	06/03/22	\$ 59,035.50	Affidavit	Affidavit	\$ 59,035.50	0.00%	\$ -	100.00%	\$ 59,035.50	\$ -	\$ -	\$ -	\$ -	\$ 59,035.50
HARD	14	Brothers Excavating LLC	Install 4 inch drain on 4-Plex	18547	07/07/22	\$ 13,420.00	Affidavit	Affidavit	\$ 13,420.00	0.00%	\$ -	100.00%	\$ 13,420.00	\$ -	\$ -	\$ -	\$ -	\$ 13,420.00
HARD	14	Brothers Excavating LLC	Install 4 inch drain on 6-Plex	18548	07/07/22	\$ 18,750.00	Affidavit	Affidavit	\$ 18,750.00	0.00%	\$ -	100.00%	\$ 18,750.00	\$ 18,750.00	\$ -	\$ -	\$ -	\$ 18,750.00
HARD	14	Brothers Excavating LLC	No parking Fire Lane w/ Post, Mobilization	497210-001	06/28/22	\$ 2,000.00	Affidavit	Affidavit	\$ 2,000.00	0.00%	\$ -	100.00%	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
HARD	14	Colorado Barriade Co.	No parking Fire Lane w/ Post, Mobilization	497210-002	06/28/22	\$ 21,585.80	Affidavit	Affidavit	\$ 21,585.80	0.00%	\$ -	100.00%	\$ 21,585.80	\$ -	\$ -	\$ -	\$ -	\$ 21,585.80
SOFT	14	GRC Consulting, Inc.	High Point 2022-275: Excavate/Remove Existing Dirt Material/Mobilization	11501	07/22/22	\$ 45,412.00	Affidavit	Affidavit	\$ 45,412.00	0.00%	\$ -	100.00%	\$ 45,412.00	\$ 22,706.00	\$ -	\$ -	\$ -	\$ 22,706.00
SOFT	14	Harris Kocher Smith	Altara at High Point	Pay App 1 & 2	08/18/22	\$ 82,708.25	Affidavit	Affidavit	\$ 82,708.25	0.00%	\$ -	100.00%	\$ 82,708.25	\$ 82,708.25	\$ -	\$ -	\$ -	\$ 82,708.25
SOFT	14	Harris Kocher Smith	High Point Survey	Multiple	08/18/22	\$ 14,337.50	Affidavit	Affidavit	\$ 14,337.50	0.00%	\$ -	100.00%	\$ 14,337.50	\$ 7,168.75	\$ -	\$ -	\$ -	\$ 7,168.75
SOFT	14	Harris Kocher Smith	High Point Engineering -180422	Multiple	08/18/22	\$ 20,912.66	Affidavit	Affidavit	\$ 20,912.66	60.58%	\$ 12,669.92	39.42%	\$ 8,242.74	\$ 2,060.68	\$ 2,060.68	\$ -	\$ -	\$ 2,060.68
HARD	14	Maria Marietta	High Point Filing No. 3 - Asphalt Paving	3499977	03/03/22	\$ 65,747.25	Affidavit	Affidavit	\$ 65,747.25	0.00%	\$ -	100.00%	\$ 65,747.25	\$ 65,747.25	\$ -	\$ -	\$ -	\$ 65,747.25
HARD	14	Concrete Works in Albany	Concrete work in alley	5077	08/02/22	\$ 8,760.00	Affidavit	Affidavit	\$ 8,760.00	0.00%	\$ -	100.00%	\$ 8,760.00	\$ -	\$ -	\$ -	\$ -	\$ 8,760.00
HARD	14	Means Law Group, LLC	Follow up on title commitment for Denver Water Easements	980	05/09/22	\$ 40.00	Affidavit	Affidavit	\$ 40.00	0.00%	\$ -	100.00%	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ 40.00
SOFT	14	Means Law Group, LLC	Follow up on commitments at High Point/Call with title examiner on Denver Water commitments	1067	07/30/22	\$ 200.00	Affidavit	Affidavit	\$ 200.00	0.00%	\$ -	100.00%	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00
SOFT	14	Norris Design, Inc.	High Point Engineer - Design and Entitlement	Multiple	08/18/22	\$ 3,879.30	Affidavit	Affidavit	\$ 3,879.30	59.92%	\$ 2,324.47	40.08%	\$ 1,554.83	\$ 388.71	\$ 388.71	\$ -	\$ -	\$ 388.71
SOFT	14	A.G. Waseanar, Inc.	221300 High Point Filing 3 2021-SPR-000047 64th Ave & Dunkirk St Denver CO	354355	07/29/22	\$ 1,045.00	Affidavit	Affidavit	\$ 1,045.00	59.92%	\$ 626.16	40.08%	\$ 418.84	\$ 104.71	\$ 104.71	\$ -	\$ -	\$ 104.71
SOFT	14	A.G. Waseanar, Inc.	224956 Highpoint F3 2022-SPR-000006 N Dunkirk Rd & Danbury Wy Denver CO	356957	09/30/22	\$ 2,940.00	Affidavit	Affidavit	\$ 2,940.00	59.92%	\$ 1,761.64	40.08%	\$ 1,178.36	\$ 294.59	\$ 294.59	\$ -	\$ -	\$ 294.59
SOFT	14	A.G. Waseanar, Inc.	225175 Highpoint F3 2022-SPR-000006 N Dunkirk Rd & Danbury Wy Denver CO	359949	09/30/22	\$ 3,395.00	Affidavit	Affidavit	\$ 3,395.00	59.92%	\$ 2,028.29	40.08%	\$ 1,366.71	\$ 339.18	\$ 339.18	\$ -	\$ -	\$ 339.18
SOFT	14	A.G. Waseanar, Inc.	225308 Highpoint F3 2022-SPR-000007 Denver CO	356660	09/30/22	\$ 1,450.00	Affidavit	Affidavit	\$ 1,450.00	59.92%	\$ 868.84	40.08%	\$ 581.16	\$ 145.29	\$ 145.29	\$ -	\$ -	\$ 145.29
SOFT	14	Altara at High Point Townhome Association, Inc.	3rd Qtr 2022 Assessment Billing for Lots owned within the Altara at High Point Townhome Assn	AHT-5003	09/30/22	\$ 243.26	Affidavit	Affidavit	\$ 243.26	100.00%	\$ 243.26	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243.26
SOFT	14	Altara at High Point Townhome Association, Inc.	4th Qtr 2022 Assessment Billing for Lots owned within the Altara at High Point Townhome Assn	AHT-5004	12/31/22	\$ 172.81	Affidavit	Affidavit	\$ 172.81	0.00%	\$ -	100.00%	\$ 172.81	\$ -	\$ -	\$ -	\$ -	\$ 172.81
SOFT	14	Altara at High Point Townhome Association, Inc.	Deficit Billing - November 2022	20221122	11/22/22	\$ 12,000.00	Affidavit	Affidavit	\$ 12,000.00	100.00%	\$ 12,000.							

SUMMARY OF COSTS REVIEWED

COST TYPE	VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
SOFT	16	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple		\$ 4,712.50	Affidavit	Affidavit	\$ 4,712.50	59.92%	\$ 2,823.72	40.08%	\$ 1,888.78	\$ 472.19	\$ 472.19	\$ -	\$ 472.19
SOFT	17	A.G. Waseenaar, Inc.	21407-High Point Filing 3 Lot 5 2021-SSPR-0000046 64th Ave & Dunkirk St	346250	03/30/22	\$ 1,530.00	Affidavit	Affidavit	\$ 1,530.00	100.00%	\$ 1,530.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	17	A.G. Waseenaar, Inc.	221200-High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	350613	06/30/22	\$ 3,100.00	Affidavit	Affidavit	\$ 3,100.00	59.92%	\$ 1,857.52	40.08%	\$ 1,242.48	\$ 310.62	\$ 310.62	\$ -	\$ 310.62
SOFT	17	A.G. Waseenaar, Inc.	225420P-High Point Filing 1 2021-SSPR0000184 High Point Ceylon St	INV001232	11/30/22	\$ 800.00	Affidavit	Affidavit	\$ 800.00	59.92%	\$ 479.36	40.08%	\$ 320.64	\$ 80.16	\$ 80.16	\$ 80.16	\$ 80.16
SOFT	17	A.G. Waseenaar, Inc.	221200P-High Point Filing 3 2021-SSPR-0000046 64th Ave & Dunkirk St Denver CO	INV003981	02/24/23	\$ 2,980.00	Affidavit	Affidavit	\$ 2,980.00	59.92%	\$ 1,795.61	40.08%	\$ 1,184.39	\$ 298.60	\$ 298.60	\$ -	\$ 298.60
SOFT	17	Altara at High Point Townhome Association, Inc.	1st Cir 2023 Assessment Billing for Lots owned within the Altara at High Point Townhome Assn	AH1-5004	03/30/23	\$ 412.23	Affidavit	Affidavit	\$ 412.23	100.00%	\$ 412.23	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
HARD	17	Brothers Excavating LLC	Install 4" Storm Drain on 6-Flex	17581	02/28/23	\$ 21,460.00	Affidavit	Affidavit	\$ 21,460.00	0.00%	\$ -	100.00%	\$ 21,460.00	\$ 21,460.00	\$ -	\$ -	\$ -
HARD	17	Brothers Excavating LLC	Install 4" Storm Drain on 4-Flex	17582	02/28/23	\$ 21,460.00	Affidavit	Affidavit	\$ 21,460.00	0.00%	\$ -	100.00%	\$ 21,460.00	\$ 21,460.00	\$ -	\$ -	\$ -
HARD	17	Brothers Excavating LLC	Install 4" Storm Drain on 6-Flex (Tied in to existing 12" Storm Drain)	17579	02/28/23	\$ 21,246.00	Affidavit	Affidavit	\$ 21,246.00	0.00%	\$ -	100.00%	\$ 21,246.00	\$ 21,246.00	\$ -	\$ -	\$ -
HARD	17	DuVinci Sign	Double Faced Address Monument Sign	16989	02/09/23	\$ 11,569.47	Affidavit	Affidavit	\$ 11,569.47	0.00%	\$ -	100.00%	\$ 11,569.47	\$ -	\$ -	\$ -	\$ -
HARD	17	GRC Consulting, Inc.	High Point 2022-275: Excavate/Remove Existing Dr Material/Mobilization	13299	03/27/23	\$ 26,604.00	Affidavit	Affidavit	\$ 26,604.00	0.00%	\$ -	100.00%	\$ 26,604.00	\$ 13,302.00	\$ -	\$ -	\$ 13,302.00
SOFT	17	Norris Design, Inc.	High Point Devener - Design and Settlement	01-50902	04/30/23	\$ 30,746.30	Affidavit	Affidavit	\$ 30,746.30	4.83%	\$ 1,484.54	15.17%	\$ 29,261.76	\$ 7,315.44	\$ 7,315.44	\$ -	\$ 7,315.44
SOFT	17	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple		\$ 2,444.25	Affidavit	Affidavit	\$ 2,444.25	59.92%	\$ 1,464.84	40.08%	\$ 979.41	\$ 244.85	\$ 244.85	\$ 244.85	\$ 244.85
SOFT	18	A.G. Waseenaar, Inc.	225420P-High Point Filing 3 2021-SSPR0000184 High Point Ceylon St	INV002602	12/30/22	\$ 1,855.00	Affidavit	Affidavit	\$ 1,855.00	59.92%	\$ 1,111.51	40.08%	\$ 743.49	\$ 185.87	\$ 185.87	\$ 185.87	\$ 185.87
SOFT	18	A.G. Waseenaar, Inc.	176197P-High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	INV006266	03/31/23	\$ 555.00	Affidavit	Affidavit	\$ 555.00	59.92%	\$ 332.56	40.08%	\$ 222.44	\$ 55.61	\$ 55.61	\$ 55.61	\$ 55.61
SOFT	18	A.G. Waseenaar, Inc.	230068P-High Point Filing 3 Lot 10 2021-SSPR-0000185 Denver CO Compaction Testing/Report	INV005772	03/31/23	\$ 1,645.00	Affidavit	Affidavit	\$ 1,645.00	100.00%	\$ 1,645.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	18	A.G. Waseenaar, Inc.	230068P-High Point Filing 3 Lot 11 2021-SSPR-0000185	INV005773	03/31/23	\$ 1,725.00	Affidavit	Affidavit	\$ 1,725.00	100.00%	\$ 1,725.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	18	A.G. Waseenaar, Inc.	231275P-High Point Filing 3 Lot 18 2021-SSPR-0000174	INV008605	04/30/23	\$ 4,085.00	Affidavit	Affidavit	\$ 4,085.00	100.00%	\$ 4,085.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
HARD	18	Brothers Excavating LLC	Install 8" Storm Drain on 6-Flex	17947	04/26/23	\$ 50,622.00	Affidavit	Affidavit	\$ 50,622.00	0.00%	\$ -	100.00%	\$ 50,622.00	\$ 50,622.00	\$ -	\$ -	\$ -
HARD	18	Brothers Excavating LLC	Install 4" Storm Drain on 6-Flex	17948	04/26/23	\$ 31,674.00	Affidavit	Affidavit	\$ 31,674.00	0.00%	\$ -	100.00%	\$ 31,674.00	\$ 31,674.00	\$ -	\$ -	\$ -
HARD	18	Brothers Excavating LLC	Install 8" Storm Drain on 5-Flex	18096	05/22/23	\$ 43,905.00	Affidavit	Affidavit	\$ 43,905.00	0.00%	\$ -	100.00%	\$ 43,905.00	\$ 43,905.00	\$ -	\$ -	\$ -
HARD	18	Brothers Excavating LLC	Install 8" Storm Drain on 6-Flex	18097	05/22/23	\$ 52,686.00	Affidavit	Affidavit	\$ 52,686.00	0.00%	\$ -	100.00%	\$ 52,686.00	\$ 52,686.00	\$ -	\$ -	\$ -
SOFT	18	CMS Environmental Solutions	Permit required Weekly Inspections	151961	06/01/23	\$ 625.00	Affidavit	Affidavit	\$ 625.00	59.92%	\$ 374.50	40.08%	\$ 250.50	\$ 62.63	\$ 62.63	\$ 62.63	\$ 62.63
SOFT	18	EMK Consultants	High Point AA#1 - Parcel Splits	66837	06/08/23	\$ 6,000.00	Affidavit	Affidavit	\$ 6,000.00	100.00%	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	18	Harris Kocher Smith	High Point Engineering - 180422	380422-65	05/17/23	\$ 3,162.47	Affidavit	Affidavit	\$ 3,162.47	21.17%	\$ 732.46	8.83%	\$ 2,429.92	\$ 607.46	\$ 607.46	\$ 607.46	\$ 607.46
SOFT	18	Harris Kocher Smith	High Point Survey	Multiple		\$ 22,475.00	Affidavit	Affidavit	\$ 22,475.00	0.00%	\$ -	100.00%	\$ 22,475.00	\$ 3,285.00	\$ -	\$ -	\$ 13,337.50
SOFT	18	Norris Design, Inc.	Altara at High Point - Construction Assistance	01-81372	04/30/23	\$ 3,892.50	Affidavit	Affidavit	\$ 3,892.50	59.92%	\$ 2,332.38	40.08%	\$ 1,560.12	\$ 390.03	\$ 390.03	\$ 390.03	\$ 390.03
SOFT	18	Norris Design, Inc.	High Point Devener - Design and Settlement	Multiple		\$ 713.20	Affidavit	Affidavit	\$ 713.20	59.92%	\$ 427.35	40.08%	\$ 285.85	\$ 71.46	\$ 71.46	\$ 71.46	\$ 71.46
SOFT	19	A.G. Waseenaar, Inc.	176197P-High Point-Area 1 NW of E 64th Ave & Dunkirk Rd - Report Prep	INV008612	05/29/23	\$ 1,050.00	Affidavit	Affidavit	\$ 1,050.00	59.92%	\$ 625.16	40.08%	\$ 424.84	\$ 105.21	\$ 105.21	\$ 105.21	\$ 105.21
SOFT	19	A.G. Waseenaar, Inc.	176197P-High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	INV009502	07/31/23	\$ 160.00	Affidavit	Affidavit	\$ 160.00	59.92%	\$ 95.87	40.08%	\$ 64.13	\$ 16.03	\$ 16.03	\$ 16.03	\$ 16.03
HARD	19	Brothers Excavating LLC	Install 4" Storm Drain on 3-Flex (hauled out mud and haul in dry material per soils engineer)	18159	05/31/23	\$ 16,467.00	Affidavit	Affidavit	\$ 16,467.00	0.00%	\$ -	100.00%	\$ 16,467.00	\$ 16,467.00	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Dug up meter pit dome and centered on meter pit, lowered curb stop and graded	18172	06/05/23	\$ 275.00	Affidavit	Affidavit	\$ 275.00	100.00%	\$ 275.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Robot cut mill on digging up curb stop in order to plumb with valve	18273	06/05/23	\$ 870.00	Affidavit	Affidavit	\$ 870.00	100.00%	\$ 870.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Install 4" Storm Drain on 6-Flex(Use alley way and trench between 2 buildings in tight area)	18253	06/19/23	\$ 37,440.00	Affidavit	Affidavit	\$ 37,440.00	0.00%	\$ -	100.00%	\$ 37,440.00	\$ 37,440.00	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Install 4" Storm Drain on 6-Flex(Use small machines to trench between 2 buildings in tight area)	18254	06/19/23	\$ 37,260.00	Affidavit	Affidavit	\$ 37,260.00	0.00%	\$ -	100.00%	\$ 37,260.00	\$ 37,260.00	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Remove Excess Dirt from Tract in Prep for landscape and framework for June Closing	18285	06/26/23	\$ 2,080.00	Affidavit	Affidavit	\$ 2,080.00	0.00%	\$ -	100.00%	\$ 2,080.00	\$ 2,080.00	\$ -	\$ -	\$ 1,040.00
HARD	19	Brothers Excavating LLC	Connect water lines to meter pits/Private locate Company/Parts	18497	07/23/23	\$ 2,290.00	Affidavit	Affidavit	\$ 2,290.00	100.00%	\$ 2,290.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
HARD	19	Brothers Excavating LLC	Dig up irrigation meter pit dome and replace with Denver Dome/Parts	18628	08/16/23	\$ 535.00	Affidavit	Affidavit	\$ 535.00	0.00%	\$ -	100.00%	\$ 535.00	\$ 267.50	\$ -	\$ -	\$ 267.50
HARD	19	Brothers Excavating LLC	Load Landscape Spills & Trash from Park Area 34 Loads to landfill/Landfill Fees	18682	08/21/23	\$ 12,765.00	Affidavit	Affidavit	\$ 12,765.00	0.00%	\$ -	100.00%	\$ 12,765.00	\$ -	\$ -	\$ -	\$ 12,765.00
SOFT	19	CMS Environmental Solutions	Permit required Weekly Inspections	153858	07/01/23	\$ 625.00	Affidavit	Affidavit	\$ 625.00	59.92%	\$ 374.50	40.08%	\$ 250.50	\$ 62.63	\$ 62.63	\$ 62.63	\$ 62.63
SOFT	19	CMS Environmental Solutions	Permit required Weekly Inspections	155001	08/01/23	\$ 625.00	Affidavit	Affidavit	\$ 625.00	59.92%	\$ 374.50	40.08%	\$ 250.50	\$ 62.63	\$ 62.63	\$ 62.63	\$ 62.63
SOFT	19	CMS Environmental Solutions	Permit required Weekly Inspections	156512	09/01/23	\$ 625.00	Affidavit	Affidavit	\$ 625.00	59.92%	\$ 374.50	40.08%	\$ 250.50	\$ 62.63	\$ 62.63	\$ 62.63	\$ 62.63
SOFT	19	EMK Consultants	DP for Block 31 lot 3 / DP for Block 31 lot 11	69396	02/24/23	\$ 3,800.00	Affidavit	Affidavit	\$ 3,800.00	0.00%	\$ -	100.00%	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -
SOFT	19	EMK Consultants	High Point AA#1 - Parcel Splits	66885	07/24/23	\$ 4,200.00	Affidavit	Affidavit	\$ 4,200.00	100.00%	\$ 4,200.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	19	EMK Consultants	High Point AA#1 - Parcel Splits	66205	08/10/23	\$ 4,950.00	Affidavit	Affidavit	\$ 4,950.00	100.00%	\$ 4,950.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
SOFT	19	Harris Kocher Smith	High Point Engineering - 180422	Multiple		\$ 6,360.00	Affidavit	Affidavit	\$ 6,360.00	18.18%	\$ 1,156.14	8.84%	\$ 5,203.86	\$ 1,300.97	\$ 1,300.97	\$ 1,300.97	\$ 1,300.97
SOFT	19	Harris Kocher Smith	Project - 190116	Multiple		\$ 20,465.00	Affidavit	Affidavit	\$ 20,465.00	3.81%	\$ 778.96	16.19%	\$ 19,686.04	\$ 3,975.26	\$ 3,975.26	\$ 1,880.26	\$ 11,806.26
SOFT	19	Means Law Group, LLC	Follow up on Phillip 66 encroachment agreement	1392	07/04/23	\$ 360.00	Affidavit	Affidavit	\$ 360.00	59.92%	\$ 215.71	40.08%	\$ 144.29	\$ 36.07	\$ 36.07	\$ 36.07	\$ 36.07
SOFT	19	Means Law Group, LLC	Review comments from P&E and provide feedback to client	3424	07/13/23	\$ 160.00	Affidavit	Affidavit	\$ 160.00	59.92%	\$ 95.87	40.08%	\$ 64.13	\$ 16.03	\$ 16.03	\$ 16.03	\$ 16.03
SOFT	19	Means Law Group, LLC	Revise final encroachment agreement	1456	09/02/23	\$ 80.00	Affidavit	Affidavit	\$ 80.00	59.92%	\$ 47.94	40.08%	\$ 32.06	\$ 8.02	\$ 8.02	\$ 8.02	\$ 8.02
HARD	19	Nelson Pipeline Constructors	Wet Utilities - Water	Pay App 1	07/13/23	\$ 575,703.80	Affidavit	Affidavit	\$ 575,703.80	5.36%	\$ 30,883.36	94.64%	\$ 544,820.44	\$ -	\$ -	\$ -	\$ 544,820.44
SOFT	19	Norris Design, Inc.	High Point Devener - Design and Settlement	01-82088	07/31/23	\$ 225.00	Affidavit	Affidavit	\$ 225.00	59.92%	\$ 134.82	40.08%	\$ 90.18	\$ 22.55	\$ 22.55	\$ 22.55	\$ 22.55
SOFT	19	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple		\$ 8,004.75	Affidavit	Affidavit	\$ 8,004.75	59.92%	\$ 4,796.43	40.08%	\$ 3,208.32	\$ 802.08	\$ 802.08	\$ 802.08	\$ 802.08
HARD	19	Premier Earthworks & Infrastructure, Inc.	High Point - Concrete Cracks	191025CK	06/24/23	\$ 15,000.00	Affidavit	Affidavit	\$ 15,000.00	0.00%	\$ -	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -
TOTALS FOR VERIFICATION NOS. 1 - 19 ->						\$ 14,766,554.84			\$ 9,302,993.99		\$ 5,463,560.85		\$ 1,181,869.88	\$ 1,181,869.88	\$ 1,181,869.88	\$ 1,248,309.62	\$ 1,636,694.95
TOTALS FOR VERIFICATION NO. 1 ->						\$ 2,250,741.24			\$ 711,644.15		\$ 1,539,097.09		\$ 630,350.66	\$ 223,697.82	\$ 223,697.82	\$ 552,701.39	\$ 1,327,347.22
TOTALS FOR VERIFICATION NO. 2 ->						\$ 538,763.05			\$ 166,568.55		\$ 365,194.50						

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Colorado International Center Metropolitan District No. 13, prepared by McGeady Sisneros, P.C., approved March 13, 2006

DISTRICT AGREEMENTS

- Draft Facilities Acquisition Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and William Lyon Homes, Inc., dated March of 2020
- Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM High Point VI LLC, dated July 20, 2017
- Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, dated June 28, 2007
- First Amendment to Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, executed October 29, 2009, effective September 2, 2008

LAND SURVEY DRAWINGS

- High Point Subdivision Filing No. 3 Preliminary Plat, prepared by Harris Kocher Smith Engineering Group, Inc., dated October 8, 2008

CONSTRUCTION DRAWINGS

- High Point Filing No. 3, Transportation Engineering Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved October 1, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, Amendment No. 1, prepared by Harris Kocher Smith Engineering Group, Inc., approved September 25, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Public and Private Storm Sewer Improvements Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Overlot Grading Plans, prepared by Harris Kocher Smith Engineering Group, Inc., signed and sealed February 5, 2019
- High Point Denver, Construction Stormwater Management Plan, prepared by Harris Kocher Smith Engineering Group, Inc., approved January 16, 2019

CONSULTANT CONTRACTS

- Harris Kocher Smith Engineering Group, Inc., Master Agreement for Professional Services, to provide Soils Reports, executed June 3, 2019
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Preliminary Site Planning and Engineering Services, dated April 17, 2018
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Design Services and Construction Plans, executed July 12, 2018, effective June 18, 2018
 - o Additional Services Agreement, to provide Transportation Engineering Plan Update and Philips 66 Gas Main Relocation Design, dated October 17, 2018
 - o Additional Services Agreement, to provide Over-Excavation Plan, dated January 28, 2019
- Norris Design, Proposal for Services, to provide Planning and Landscape Architectural Services, executed June 27, 2018
- Norris Design, Proposal for Services, to provide Construction Administration Assistance, executed December 6, 2021

CONSULTANT INVOICES

- See *Exhibit A - Summary of Costs Reviewed*

CONTRACTOR CONTRACTS

- A.G. Wassenaar, Inc., Master Agreement for Professional Services, executed June 3, 2019
- A.G. Wassenaar, Inc., Work Agreement pursuant to Master Agreement for Professional Services, to provide Construction Testing and Observation Services, executed June 3, 2019
- Martin Marietta Materials, Inc., Master Subcontract Agreement, executed May 20, 2019
- Martin Marietta Materials, Inc., Work Agreement pursuant to Master Subcontract Agreement, to provide for Asphalt Paving, executed May 20, 2019
- Nu Style Landscape and Development, Work Agreement, pursuant to Master Subcontract Agreement, to provide Street Trees and Plant Material installation, executed February 5, 2020
 - o Change Order Nos. 1 – 2, dated April 15, 2021 through August 31, 2021
- Omerta Storm Water Management, Master Subcontract Agreement, executed February 6, 2019
- Omerta Storm Water Management, Work Agreement, pursuant to Master Subcontract Agreement, to provide Installation and Maintenance of Erosion Control Devices, executed February 6, 2019
- Premier Earthworks and Infrastructure, Master Subcontract Agreement, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement pursuant to Master Subcontract Agreement, to provide Earthwork Services, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement pursuant to Master Subcontract Agreement, to provide Utilities and Concrete, executed May 9, 2019

- Change Order Nos. 1 - 4, dated January 15, 2020 through August 9, 2019
- Split Rail Fence & Supply Co., Master Subcontract Agreement, executed January 3, 2020
- Split Rail Fence & Supply Co., Work Agreement pursuant to the Master Subcontract Agreement, providing for Residential Privacy Fencing, dated January 3, 2020

CONTRACTOR PAY APPLICATIONS

- Hall Contracting LLC, Pay Application Nos. 1-9 (Altaira at High Point Landscaping) dated December 17, 2021 through March 24, 2023
- Martin Marietta, Pay Applications 1-4 (High Point Filing No. 3 – Asphalt Paving) dated November 2, 2020 through January 1, 2022
- Miller Wall Company, Pay Applications 1 and 2, dated April 1 through May 19, 2021
- Nelson Pipeline Constructors, Pay Application No. 1, dated July 13, 2023
- Nu Style Landscape & Development, Pay Application Nos. 1, 2, 4, & 5, dated February 26, 2021 through September 30, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-16 (Job # 191025 – Utilities), dated November 27, 2019 through July 20, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-4 (Job #191003 – Earthwork), dated November 1, 2019 through April 15, 2020
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-3 (Job TM22001 – High Point Filing 2 Alley Widening), dated February 28, 2022 through May 20, 2022

EXHIBIT C

AFFIDAVIT AS PROOFS OF PAYMENTS

AFFIDAVIT

THIS AFFIDAVIT is made as of this 4 day of January, 2024 by Peter Klymkow, as Vice President of **William Lyon Homes, Inc.**, a California corporation (the “**Builder**”). This Affidavit is made for the benefit of the **Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13 and Colorado International Center Metropolitan District No. 14**, each a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Districts**”).

1. The Builder was the owner of certain property in the District’s Service Area during the time period within which the Costs, defined below, were incurred.

2. The Builder incurred the Costs through various funding and reimbursement agreements related to various contractors and services providers involved in the construction of public infrastructure facilities within the District that were completed between April 2018 to August 2023 as accurately shown in the Summary of Costs Reviewed to Date, attached as Exhibit A (the “**Costs**”).

3. The subject construction has been complete, with no liens having been filed for non-payment to contractors or other service providers.

4. After searching in good faith, the Builder is unable to locate lien waivers or other evidence of payment of the Costs.

5. The Builder avers that all Costs have been paid as specified in Exhibit A.

6. The Builder hereby agrees to indemnify, defend and hold the Districts and their respective affiliated entities or other persons or entities designated by the Districts, and their respective directors, trustees, officers, members, managers, agents and employees, and the Districts’ cost verification engineer (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of claims asserted by contractors or service providers relating to the Costs incurred to construct these public improvements from April 2018 to August 2023 and subject to applicable statute of limitations.

DATED as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AFFIDAVIT]

Builder:
William Lyon Homes, Inc.

By: *[Signature]*
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me by Peter Klynkow, as
Vice President of William Lyon Homes, Inc. on this 4th day of January, 2024.

Witness my hand and official seal.

My commission expires: 6/7/25

Lauren Headrick
Notary Public

LAUREN HEADRICK
Notary Public
State of Colorado
Notary ID # 20174024157
My Commission Expires 06-07-2025

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
1	A.G. Wassenaar	299518	01/31/19	\$ 450.00
1	A.G. Wassenaar	302563	04/30/19	\$ 2,500.00
1	A.G. Wassenaar	303841	06/10/19	\$ 1,600.00
1	A.G. Wassenaar	307536	08/31/19	\$ 150.00
1	A.G. Wassenaar	308601	09/30/19	\$ 250.00
1	A.G. Wassenaar	308602	09/30/19	\$ 18,232.50
1	A.G. Wassenaar	309753	10/31/19	\$ 16,832.00
1	A.G. Wassenaar	309754	10/31/19	\$ 120.00
1	A.G. Wassenaar	309980	10/31/19	\$ 2,300.00
1	A.G. Wassenaar	311002	11/30/19	\$ 7,858.00
1	A.G. Wassenaar	311003	11/30/19	\$ 10,231.00
1	A.G. Wassenaar	311101	12/16/19	\$ 17,880.00
1	A.G. Wassenaar	311574	12/19/18	\$ 350.00
1	A.G. Wassenaar	312156	12/31/19	\$ 1,278.00
1	A.G. Wassenaar	312158	12/31/19	\$ 10,041.00
1	A.G. Wassenaar	312745	01/28/20	\$ 14,465.00
1	Harris Kocher Smith	180422.1	05/20/18	\$ 9,122.50
1	Harris Kocher Smith	180422.1	01/30/19	\$ 42,796.19
1	Harris Kocher Smith	180422.11	02/27/19	\$ 44,032.10
1	Harris Kocher Smith	180422.12	03/27/19	\$ 25,863.20
1	Harris Kocher Smith	180422.13	04/24/19	\$ 20,565.80
1	Harris Kocher Smith	180422.14	05/22/19	\$ 9,505.90
1	Harris Kocher Smith	180422.2	06/20/18	\$ 4,512.50
1	Harris Kocher Smith	180422.3	07/18/18	\$ 3,875.00
1	Harris Kocher Smith	180422.4	08/15/18	\$ 11,779.20
1	Harris Kocher Smith	180422.5	09/12/18	\$ 41,367.10
1	Harris Kocher Smith	180422.6	10/10/18	\$ 76,195.50
1	Harris Kocher Smith	180422.7	11/07/18	\$ 64,330.70
1	Harris Kocher Smith	180422.8	12/05/18	\$ 43,623.10
1	Harris Kocher Smith	180422.9	01/02/19	\$ 49,277.98
1	Norris Design	01-24267	04/30/18	\$ 3,256.07
1	Norris Design	01-24343	05/31/18	\$ 3,961.19
1	Norris Design	01-25003	06/30/18	\$ 14,495.00
1	Norris Design	01-25073	07/31/18	\$ 12,085.00
1	Norris Design	01-25451	08/31/18	\$ 20,186.25
1	Norris Design	01-25493	10/31/18	\$ 16,291.00
1	Norris Design	01-25898	09/30/18	\$ 19,937.55
1	Norris Design	01-26259	12/31/18	\$ 22,347.80
1	Norris Design	01-26373	11/30/18	\$ 20,443.57
1	Norris Design	01-27233	01/31/19	\$ 27,808.95
1	Norris Design	01-28170	02/28/19	\$ 17,295.45
1	Norris Design	01-50391	03/31/19	\$ 14,010.15
1	Norris Design	01-51497	05/31/19	\$ 22,461.75
1	Norris Design	01-52026	06/30/19	\$ 15,522.75
1	Norris Design	01-52634	07/31/19	\$ 12,058.00
1	Norris Design	01-53165	08/31/19	\$ 14,131.50
1	Norris Design	01-53669	09/30/19	\$ 1,859.75
1	Norris Design	01-54845	10/31/19	\$ 7,526.25
1	Norris Design	01-55586	11/30/19	\$ 1,278.00
1	Norris Design	01-56068	12/31/19	\$ 5,578.75
1	Omerta Storm Water Management	44200	01/28/19	\$ 4,750.00
1	Omerta Storm Water Management	48120	08/29/19	\$ 506.50
1	Omerta Storm Water Management	50457	12/31/19	\$ 720.60
1	Premier Earthworks & Infrastructure	191003.01	11/01/19	\$ 308,148.77
1	Premier Earthworks & Infrastructure	191003.02	12/02/19	\$ 148,611.38
1	Premier Earthworks & Infrastructure	191025.01	11/27/19	\$ 214,425.00
1	Premier Earthworks & Infrastructure	191025.02	12/20/19	\$ 197,595.00
1	Premier Earthworks & Infrastructure	191025.03	02/10/20	\$ 550,597.50
1	Harris Kocher Smith	180422.19	10/09/19	\$ 1,467.50
2	A.G. Wassenaar	313404	01/31/20	\$ 18,414.00
2	A.G. Wassenaar	313405	01/31/20	\$ 250.00
2	A.G. Wassenaar	313576	02/12/20	\$ 20,210.00
2	A.G. Wassenaar	313976	03/02/20	\$ 14,500.00
2	A.G. Wassenaar	314272	02/29/20	\$ 17,853.00
2	A.G. Wassenaar	314273	02/29/20	\$ 320.00
2	A.G. Wassenaar	314452	03/05/20	\$ 8,930.00
2	CMS Environmental Solutions	100580	03/01/20	\$ 595.00
2	Collins Cockrel & Cole	11031-001M	02/29/20	\$ 720.00

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
2	Davis, Graham & Stubbs	785004	02/27/20	\$ 3,645.00
2	Davis, Graham & Stubbs	785760	03/11/20	\$ 225.00
2	Felten Group	20-0769	01/31/20	\$ 1,175.00
2	Felten Group	20-1112	02/13/20	\$ 875.00
2	Felten Group	20-1113	02/13/20	\$ 9,000.00
2	Harris Kocher Smith	190116.9	02/12/20	\$ 15,645.00
2	Ken's Reproductions	5131726	03/04/20	\$ 40.01
2	Means Law	280	12/31/19	\$ 2,117.00
2	Means Law	299	02/02/20	\$ 2,664.50
2	Norris Design	01-56581	01/31/20	\$ 3,775.00
2	Norris Design	01-57079	02/29/20	\$ 4,761.25
2	Omerta Storm Water Management	51075	01/31/20	\$ 583.72
2	Omerta Storm Water Management	51426	02/29/20	\$ 654.45
2	Omerta Storm Water Management	51735	03/19/20	\$ 352.50
2	Premier Earthworks & Infrastructure	191025.04	03/10/20	\$ 402,413.49
2	Shamrock Delivery	139913	02/29/20	\$ 44.13
2	The Stanton Solution	731	03/01/20	\$ 2,000.00
3	A.G. Wassenaar	314819	03/16/20	\$ 6,500.00
3	A.G. Wassenaar	315116	03/31/20	\$ 3,685.00
3	A.G. Wassenaar	315457	03/31/20	\$ 14,875.00
3	A.G. Wassenaar	315458	03/31/20	\$ 2,057.00
3	A.G. Wassenaar	316256	04/21/20	\$ 11,675.00
3	ARC Document Solutions	10518494	01/29/20	\$ 148.42
3	CMS Environmental Solutions	101816	04/01/20	\$ 595.00
3	Harris Kocher Smith	180422.15	06/19/19	\$ 5,875.10
3	Harris Kocher Smith	180422.16	07/17/19	\$ 3,585.00
3	Harris Kocher Smith	180422.17	08/14/19	\$ 3,466.20
3	Harris Kocher Smith	180422.18	09/11/19	\$ 300.00
3	Harris Kocher Smith	180422.24	02/26/20	\$ 1,918.26
3	Harris Kocher Smith	190116.11	04/08/20	\$ 13,150.00
3	Harris Kocher Smith	190116.12	04/08/20	\$ 5,525.00
3	Harris Kocher Smith	190116.2	05/08/19	\$ 1,457.50
3	Harris Kocher Smith	190116.3	06/05/19	\$ 1,320.00
3	Harris Kocher Smith	190116.4	06/05/19	\$ 510.00
3	Harris Kocher Smith	190116.5	07/31/19	\$ 1,644.50
3	Harris Kocher Smith	190116.6	09/25/19	\$ 9,500.00
3	Harris Kocher Smith	190116.7	11/20/19	\$ 35,123.25
3	Harris Kocher Smith	190116.8	01/15/20	\$ 22,012.50
3	Omerta Storm Water Management	51847	03/25/20	\$ 5,787.56
3	Omerta Storm Water Management	51963	03/31/20	\$ 341.00
3	Omerta Storm Water Management	52105	04/09/20	\$ 361.38
3	Omerta Storm Water Management	52321	04/23/20	\$ 469.70
3	Premier Earthworks & Infrastructure	191003.04	04/15/20	\$ 22,229.12
3	Premier Earthworks & Infrastructure	191025.05	03/25/20	\$ 535,535.10
4	A.G. Wassenaar	316935	04/30/20	\$ 14,389.00
4	A.G. Wassenaar	317348	05/27/20	\$ 23,670.00
4	CMS Environmental Solutions	102987	05/01/20	\$ 595.00
4	CMS Environmental Solutions	104191	06/01/20	\$ 595.00
4	Collins Cockrel & Cole	123119	12/31/19	\$ 561.00
4	Fox Rothschild LLP	2546382	05/11/20	\$ 7,986.00
4	Harris Kocher Smith	180422.23	01/29/20	\$ 2,505.26
4	Harris Kocher Smith	190116.1	04/08/19	\$ 7,925.00
4	Harris Kocher Smith	190116.13	05/06/20	\$ 16,124.25
4	Harris Kocher Smith	190116.14	05/06/20	\$ 1,030.00
4	Harris Kocher Smith	180422.20-22	10/2019-01/2020	\$ 8,339.64
4	Harris Kocher Smith	190116.10	03/11/20	\$ 16,360.00
4	Means Law	382	04/30/20	\$ 1,635.11
4	Means Law	384	04/30/20	\$ 356.50
4	Norris Design	01-58431	04/30/20	\$ 5,498.75
4	Omerta Storm Water Management	52627	05/11/20	\$ 420.00
4	Premier Earthworks & Infrastructure	191003.03	12/20/19	\$ 12,352.00
4	Premier Earthworks & Infrastructure	191025.06	04/25/20	\$ 381,990.60
4	Premier Earthworks & Infrastructure	191025.07	05/25/20	\$ 672,125.18
5	A.G. Wassenaar	139792	07/31/20	\$ 15,319.00
5	A.G. Wassenaar	317689	05/31/20	\$ 8,019.00
5	A.G. Wassenaar	317943	06/09/20	\$ 23,275.00
5	A.G. Wassenaar	318102	06/08/20	\$ 650.00
5	A.G. Wassenaar	318303	06/25/20	\$ 6,480.00

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
5	A.G. Wassenaar	318653	07/06/20	\$ 470.00
5	A.G. Wassenaar	318655	07/06/20	\$ 1,880.00
5	A.G. Wassenaar	318660	06/30/20	\$ 15,813.00
5	A.G. Wassenaar	320482	08/18/20	\$ 1,880.00
5	City and County of Denver	6104064	06/22/20	\$ 1,600.00
5	City and County of Denver	6105615	06/24/20	\$ 123.00
5	CMS Environmental Solutions	105071	07/10/20	\$ 195.00
5	CMS Environmental Solutions	105474	07/01/20	\$ 595.00
5	CMS Environmental Solutions	106726	08/01/20	\$ 595.00
5	Fox Rothschild LLP	2561947	06/11/20	\$ 3,920.00
5	Harris Kocher Smith	180422.25	03/25/20	\$ 15,336.00
5	Harris Kocher Smith	180422.26	04/22/20	\$ 7,143.85
5	Harris Kocher Smith	180422.28	06/17/20	\$ 13,576.14
5	Harris Kocher Smith	180422.29	07/15/20	\$ 10,919.50
5	Harris Kocher Smith	180422.3	08/12/20	\$ 12,010.00
5	Harris Kocher Smith	190116.15	06/03/20	\$ 3,360.00
5	Harris Kocher Smith	190116.16	07/01/20	\$ 6,840.00
5	Harris Kocher Smith	190116.17	07/29/20	\$ 12,140.00
5	Lockton Insurance Brokers	17093767	06/10/20	\$ 4,327.00
5	Lockton Insurance Brokers	17093776	06/10/20	\$ 6,326.00
5	Lockton Insurance Brokers	17093788	06/10/20	\$ 1,150.00
5	Means Law	403	06/02/20	\$ 766.50
5	Means Law	419	06/30/20	\$ 146.00
5	Means Law	449	08/01/20	\$ 474.50
5	Norris Design	01-57633	03/31/20	\$ 815.00
5	Norris Design	01-58846	05/31/20	\$ 3,400.00
5	Norris Design	01-59345	06/30/20	\$ 1,710.00
5	Norris Design	01-59982	07/31/20	\$ 685.00
5	Omerta Storm Water Management	50787	01/17/20	\$ 350.00
5	Omerta Storm Water Management	53200	06/15/20	\$ 6,350.55
5	Omerta Storm Water Management	53487	06/30/20	\$ 1,075.35
5	Omerta Storm Water Management	53571	07/08/20	\$ 317.00
5	Premier Earthworks & Infrastructure	191025.08	07/25/20	\$ 450,024.58
5	The Stanton Solution	750	06/30/20	\$ 1,500.00
5	The Stanton Solution	760	07/31/20	\$ 4,500.00
6	A.G. Wassenaar	320781	08/28/20	\$ 850.00
6	A.G. Wassenaar	321176	08/31/20	\$ 12,193.00
6	CMS Environmental Solutions	107901	09/01/20	\$ 595.00
6	CO Dept of Health & Environmental	WC211103879	08/17/20	\$ 540.00
6	Harris Kocher Smith	180422.31	09/09/20	\$ 5,773.79
6	Harris Kocher Smith	190116.18	08/26/20	\$ 15,890.75
6	Means Law	464	08/31/20	\$ 36.50
6	Norris Design	01-60516	08/31/20	\$ 755.00
6	Omerta Storm Water Management	54418	08/26/20	\$ 300.00
6	Omerta Storm Water Management	54550	08/31/20	\$ 1,642.25
6	Omerta Storm Water Management	54560	09/04/20	\$ 1,181.90
6	Omerta Storm Water Management	54588	09/09/20	\$ 3,988.50
6	Premier Earthworks & Infrastructure	191025.09	06/25/20	\$ 366,284.48
6	Premier Earthworks & Infrastructure	191025.10	08/25/20	\$ 374,731.02
7	A.G. Wassenaar	322384	09/30/20	\$ 18,689.00
7	A.G. Wassenaar	323746	10/31/20	\$ 18,331.00
7	A.G. Wassenaar	325151	11/30/20	\$ 15,237.00
7	A.G. Wassenaar	325925	12/31/20	\$ 2,760.00
7	City and County of Denver	6162117	10/15/20	\$ 675.00
7	City and County of Denver	6173867	11/05/20	\$ 3,000.00
7	City and County of Denver	6173879	11/05/20	\$ 3,000.00
7	CMS Environmental Solutions	109171	10/01/20	\$ 595.00
7	CMS Environmental Solutions	110505	11/01/20	\$ 595.00
7	CMS Environmental Solutions	113168	01/01/21	\$ 595.00
7	CMS Environmental Solutions	114419	02/01/21	\$ 595.00
7	Harris Kocher Smith	180422.32	10/07/20	\$ 8,655.65
7	Harris Kocher Smith	180422.33	11/04/20	\$ 13,687.50
7	Harris Kocher Smith	180422.34	12/02/20	\$ 6,765.00
7	Harris Kocher Smith	180422.35	12/30/20	\$ 6,535.00
7	Harris Kocher Smith	180422.36	01/27/21	\$ 9,342.50
7	Harris Kocher Smith	190116.19	09/23/20	\$ 11,184.00
7	Harris Kocher Smith	190116.20	10/21/20	\$ 3,804.00
7	Harris Kocher Smith	190116.21	11/18/20	\$ 8,805.00

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COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
7	Harris Kocher Smith	190116.22	12/16/20	\$ 6,359.00
7	Harris Kocher Smith	190116.23	01/13/21	\$ 6,224.75
7	Martin Marietta	30474762	11/02/20	\$ 602,115.07
7	Martin Marietta	30922227	01/11/21	\$ 206,266.32
7	Means Law	525	12/01/20	\$ 36.50
7	Means Law	548	01/02/21	\$ 36.50
7	Norris Design	01-61558	09/30/20	\$ 2,270.00
7	Norris Design	01-61848	10/30/20	\$ 5,700.00
7	Norris Design	01-62465	11/30/20	\$ 4,004.00
7	Norris Design	01-63038	12/31/20	\$ 3,886.00
7	Omerta Storm Water Management	54855	09/25/20	\$ 3,223.80
7	Omerta Storm Water Management	54893	09/29/20	\$ 931.76
7	Omerta Storm Water Management	155051	10/09/20	\$ 566.15
7	Omerta Storm Water Management	155052	10/09/20	\$ 2,478.85
7	Omerta Storm Water Management	155060	10/12/20	\$ 931.76
7	Omerta Storm Water Management	155062	10/12/20	\$ 3,278.40
7	Omerta Storm Water Management	155138	10/23/20	\$ 631.76
7	Omerta Storm Water Management	155284	11/16/20	\$ 631.76
7	Omerta Storm Water Management	155291	11/16/20	\$ 37,454.50
7	Omerta Storm Water Management	155341	11/19/20	\$ 2,311.90
7	Omerta Storm Water Management	155424	11/30/20	\$ 37,014.00
7	Omerta Storm Water Management	155459	12/04/20	\$ 631.76
7	Omerta Storm Water Management	155677	12/18/20	\$ 2,510.35
7	Omerta Storm Water Management	155807	12/30/20	\$ 21,624.00
7	Omerta Storm Water Management	155990	01/15/21	\$ 2,512.40
7	Omerta Storm Water Management	156007	01/18/21	\$ 3,817.25
7	Premier Earthworks & Infrastructure	191025.11	09/25/20	\$ 502,357.05
7	Premier Earthworks & Infrastructure	191025.12	10/25/20	\$ 921,597.30
7	Premier Earthworks & Infrastructure	191025.13	11/25/20	\$ 604,774.38
8	A.G. Wassenaar	327650	01/31/21	\$ 4,410.00
8	A.G. Wassenaar	328598	02/28/21	\$ 2,208.00
8	CMS Environmental Solutions	106235	07/13/20	\$ 95.00
8	CMS Environmental Solutions	108829	09/14/20	\$ 95.00
8	CMS Environmental Solutions	115657	03/01/21	\$ 595.00
8	CMS Environmental Solutions	117098	04/01/21	\$ 595.00
8	Harris Kocher Smith	190116.24	02/10/21	\$ 4,841.00
8	Harris Kocher Smith	190116.25	03/10/21	\$ 5,884.00
8	Means Law	567	01/31/21	\$ 292.00
8	Means Law	599	02/26/21	\$ 146.00
8	Norris Design	01-63479	01/31/21	\$ 1,635.00
8	Norris Design	01-64124	02/28/21	\$ 1,770.00
8	NU Style Landscape & Development	1	02/26/21	\$ 17,550.00
8	Omerta Storm Water Management	155200	10/31/20	\$ 2,435.15
8	Omerta Storm Water Management	155260	11/11/20	\$ 497.50
8	Omerta Storm Water Management	156236	01/29/21	\$ 2,771.70
8	Omerta Storm Water Management	156370	02/08/21	\$ 890.62
8	Premier Earthworks & Infrastructure	191025.14	02/28/21	\$ 101,741.29
9	A.G. Wassenaar	330194	03/31/21	\$ 774.00
9	A.G. Wassenaar	331511	04/30/21	\$ 85.00
9	A.G. Wassenaar	331528	04/30/21	\$ 3,101.00
9	CMS Environmental Solutions	119840	06/01/21	\$ 595.00
9	Harris Kocher Smith	180422.37	03/24/21	\$ 29,465.73
9	Harris Kocher Smith	180422.38	04/21/21	\$ 10,206.18
9	Harris Kocher Smith	190116.26	03/19/21	\$ 3,930.35
9	Harris Kocher Smith	190116.28	04/05/21	\$ 7,069.50
9	Harris Kocher Smith	190116.29	05/05/21	\$ 15,985.59
9	Martin Marietta	32035325	05/25/21	\$ 156,901.23
9	Means Law	623	03/31/21	\$ 36.50
9	Miller Wall Company	2	05/19/21	\$ 19,146.00
9	Norris Design	01-64708	03/31/21	\$ 3,280.00
9	Norris Design	01-65155	04/30/21	\$ 950.00
9	NU Style Landscape & Development	2	03/31/21	\$ 40,500.00
9	Omerta Storm Water Management	156882	03/11/21	\$ 5,915.85
9	Omerta Storm Water Management	157159	03/23/21	\$ 1,836.02
9	Omerta Storm Water Management	157262	03/29/21	\$ 589.00
9	Omerta Storm Water Management	157460	04/08/21	\$ 513.50
9	Page Specialty Company	33855	05/04/21	\$ 17,825.20
9	Page Specialty Company	155459	12/04/20	\$ 42,624.80

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COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
9	Premier Earthworks & Infrastructure	Ret Release	04/15/21	\$ 54,593.53
10	A.G. Wassenaar	333190	05/31/21	\$ 169.00
10	A.G. Wassenaar	335144	06/30/21	\$ 613.00
10	A.G. Wassenaar	335171	06/30/21	\$ 2,230.00
10	CMS Environmental Solutions	121242	07/01/21	\$ 595.00
10	CMS Environmental Solutions	122495	08/01/21	\$ 595.00
10	Harris Kocher Smith	180422.39	05/19/21	\$ 7,486.98
10	Harris Kocher Smith	180422.4	06/16/21	\$ 9,670.14
10	Harris Kocher Smith	180422.41	07/14/21	\$ 18,104.11
10	Harris Kocher Smith	190116.3	06/02/21	\$ 7,866.31
10	Harris Kocher Smith	190116.31	07/28/21	\$ 1,691.25
10	Norris Design	01-65802	06/30/21	\$ 4,670.00
10	Norris Design	01-66460	06/30/21	\$ 3,983.00
10	Premier Earthworks & Infrastructure	191025.15	07/14/21	\$ 57,123.61
10	Premier Earthworks & Infrastructure	Ret Release	07/14/21	\$ 684,880.44
11	A.G. Wassenaar	338239	08/31/21	\$ 3,542.50
11	A.G. Wassenaar	339717	09/30/21	\$ 1,048.00
11	Denver Water	1009520100	05/25/21	\$ 450.00
11	Harris Kocher Smith	180422.42	08/11/21	\$ 13,398.67
11	Harris Kocher Smith	180422.43	09/08/21	\$ 17,512.50
11	Norris Design	01-67085	07/31/21	\$ 1,220.00
11	Norris Design	01-67705	08/31/21	\$ 900.00
11	NU Style Landscape & Development	31680	09/01/20	\$ 118,467.90
11	NU Style Landscape & Development	318334	09/30/20	\$ 53,662.50
11	Stoney Creek Concrete	60851	07/09/21	\$ 1,140.00
12	A.G. Wassenaar	336377	07/31/21	\$ 1,270.00
12	A.G. Wassenaar	339747	09/30/21	\$ 868.00
12	A.G. Wassenaar	341234	10/31/21	\$ 939.00
12	A.G. Wassenaar	341293	10/31/21	\$ 1,192.50
12	Foster Graham	187305	10/21/21	\$ 9,643.50
12	Foster Graham	188472	11/17/21	\$ 3,783.50
12	Foster Graham	189646	12/15/21	\$ 6,789.50
12	Foster Graham	190403	01/13/22	\$ 1,456.50
12	Foster Graham	191956	02/23/22	\$ 65.00
12	Fox Rothschild LLP	165960	11/10/21	\$ 4,684.50
12	Hall Contracting	Pay App 1	12/17/21	\$ 278,935.11
12	Harris Kocher Smith	180422.44	10/06/21	\$ 24,900.00
12	Harris Kocher Smith	180422.45	11/03/21	\$ 25,785.00
12	Harris Kocher Smith	180422.46	12/01/21	\$ 20,676.56
12	Harris Kocher Smith	180422.47	12/29/21	\$ 9,302.50
12	Harris Kocher Smith	190116.32	02/09/22	\$ 752.50
12	Harris Kocher Smith	190116.33	02/09/22	\$ 13,860.00
12	Means Law	880	01/04/22	\$ 146.00
12	Norris Design	01-68325	09/30/21	\$ 4,512.50
12	Norris Design	01-68892	10/31/21	\$ 2,850.00
12	Norris Design	01-69712	11/30/21	\$ 2,541.95
12	Norris Design	01-69864	12/31/21	\$ 2,597.50
12	Norris Design	01-70282	12/31/21	\$ 920.00
12	Norris Design	01-70834	01/31/22	\$ 2,125.07
12	Premier Earthworks & Infrastructure	191025.16	07/20/21	\$ 67,066.69
12	Premier Earthworks & Infrastructure	TM22001-01	02/28/22	\$ 56,933.26
13	A.G. Wassenaar	34868	02/24/22	\$ 740.00
13	Foster Graham	194182	04/15/22	\$ 4,197.00
13	GRC Consulting, Inc.	10056	12/14/21	\$ 27,372.00
13	Hall Contracting	7315	04/07/22	\$ 31,505.00
13	Hall Contracting	S100-1020	04/14/22	\$ 41,728.42
13	Harris Kocher Smith	108422.48	01/26/22	\$ 22,612.50
13	Harris Kocher Smith	180422.49	02/23/22	\$ 23,344.63
13	Harris Kocher Smith	108422.5	03/23/22	\$ 20,661.11
13	Means Law	955	04/05/22	\$ 160.00
13	Norris Design	01-71230	02/28/22	\$ 220.00
13	Norris Design	01-71429	02/28/22	\$ 1,469.12
13	Norris Design	01-71916	03/31/22	\$ 320.00
13	Norris Design	01-72133	03/31/22	\$ 3,972.50
13	Norris Design	Interim Invoices	Reconciliation	\$ 30,668.75
13	Premier Earthworks & Infrastructure	TM22001-02	03/25/22	\$ 98,956.23
13	Studio Lightning Co.	269	09/11/21	\$ 450.00
13	Studio Lightning Co.	278	09/18/21	\$ 1,350.00

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COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
13	Studio Lightning Co.	284	11/01/21	\$ 1,800.00
13	Studio Lightning Co.	292	12/18/21	\$ 450.00
14	A.G. Wassenaar	353135	06/30/22	\$ 750.00
14	A.G. Wassenaar	351109	05/31/22	\$ 1,135.00
14	A.G. Wassenaar	351100	05/31/22	\$ 1,665.00
14	A.G. Wassenaar	351068	05/31/22	\$ 2,200.00
14	A.G. Wassenaar	349617	04/29/22	\$ 2,560.00
14	A.G. Wassenaar	348261	03/30/22	\$ 4,840.00
14	A.G. Wassenaar	342817	03/30/22	\$ 7,730.00
14	Altaira at High Point Townhome Association, Inc.	AHT-5002	05/11/22	\$ 903.08
14	Brothers Excavating LLC	16211	05/04/22	\$ 13,296.00
14	Brothers Excavating LLC	16547	07/07/22	\$ 13,420.00
14	Brothers Excavating LLC	16548	07/07/22	\$ 18,750.00
14	Brothers Excavating LLC	16210	05/04/22	\$ 19,944.00
14	Brothers Excavating LLC	16358	06/01/22	\$ 37,260.00
14	Brothers Excavating LLC	16492	06/21/22	\$ 59,035.50
14	Colorado Barricade Co.	497210-001	05/25/22	\$ 2,000.00
14	Colorado Barricade Co.	497210-002	06/28/22	\$ 21,585.80
14	GRC Consulting, Inc.	11501	07/22/22	\$ 45,412.00
14	Hall Contracting	S100-1249	07/08/22	\$ 40,979.84
14	Harris Kocher Smith	190116.35	05/04/22	\$ 800.00
14	Harris Kocher Smith	190116.37	08/24/22	\$ 1,250.00
14	Harris Kocher Smith	190116.34	03/09/22	\$ 2,575.00
14	Harris Kocher Smith	180422.23	06/15/22	\$ 4,103.40
14	Harris Kocher Smith	180422.51	04/20/22	\$ 4,462.95
14	Harris Kocher Smith	180422.52	05/18/22	\$ 6,023.81
14	Harris Kocher Smith	180422.54	07/13/22	\$ 6,322.50
14	Harris Kocher Smith	190116.36	07/27/22	\$ 9,712.50
14	Martin Marietta	34399577	01/01/22	\$ 65,747.25
14	Marvel Concrete, Inc.	5077	08/02/22	\$ 8,760.00
14	Means Law	980	05/09/22	\$ 40.00
14	Means Law	1067	07/30/22	\$ 200.00
14	Norris Design	01-73295	05/31/22	\$ 550.00
14	Norris Design	01-74055	06/30/22	\$ 752.50
14	Norris Design	01-72720	04/30/22	\$ 2,560.00
15	A.G. Wassenaar	354355	07/29/22	\$ 1,045.00
15	A.G. Wassenaar	356957	09/30/22	\$ 2,940.00
15	A.G. Wassenaar	356959	09/30/22	\$ 3,385.00
15	A.G. Wassenaar	356960	09/30/22	\$ 1,450.00
15	Altaira at High Point Townhome Association, Inc.	AHT-5003	09/08/22	\$ 243.26
15	Altaira at High Point Townhome Association, Inc.	AHT-5004	11/08/22	\$ 172.81
15	Altaira at High Point Townhome Association, Inc.	20221122	11/22/22	\$ 12,000.00
15	Brothers Excavating LLC	16804	08/29/22	\$ 23,316.00
15	Brothers Excavating LLC	16805	08/29/22	\$ 25,656.00
15	Brothers Excavating LLC	16807	08/29/22	\$ 22,296.00
15	Brothers Excavating LLC	16893	09/13/22	\$ 48,756.00
15	Brothers Excavating LLC	16894	09/13/22	\$ 19,560.00
15	Brothers Excavating LLC	16895	09/13/22	\$ 26,892.00
15	Brothers Excavating LLC	16924	09/26/22	\$ 26,922.00
15	Brothers Excavating LLC	16925	09/26/22	\$ 17,948.00
15	Brothers Excavating LLC	16926	09/26/22	\$ 26,922.00
15	Brothers Excavating LLC	17073	10/24/22	\$ 38,270.00
15	Brothers Excavating LLC	17074	10/24/22	\$ 27,868.00
15	Brothers Excavating LLC	17075	10/24/22	\$ 24,875.00
15	Brothers Excavating LLC	17081	10/31/22	\$ 37,585.00
15	Brothers Excavating LLC	17140	11/14/22	\$ 29,856.00
15	Brothers Excavating LLC	17259	12/13/22	\$ 19,504.00
15	Brothers Excavating LLC	17260	12/13/22	\$ 24,380.00
15	EMK Consultants	64726	11/17/22	\$ 11,550.00
15	Foster Graham	195535	05/24/22	\$ 5,708.75
15	Foster Graham	200551	10/11/22	\$ 1,917.00
15	Foster Graham	201365	11/01/22	\$ 302.50
15	Foster Graham	201366	11/01/22	\$ 402.50
15	Foster Graham	202435	12/02/22	\$ 65.00
15	Fox Rothschild LLP	2804559	08/11/21	\$ 3,240.00
15	Fox Rothschild LLP	2874042	12/07/21	\$ 2,700.00
15	Fox Rothschild LLP	3036719	09/15/22	\$ 302.50
15	Hall Contracting	S100-1474	09/26/22	\$ 74,432.61

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COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
15	Hall Contracting	S100-1696	11/29/22	\$ 321,386.24
15	Hall Contracting	S100-1762	12/16/22	\$ 170,209.66
15	Harris Kocher Smith	180422.55	08/10/22	\$ 3,017.15
15	Harris Kocher Smith	180422.56	09/07/22	\$ 755.01
15	Harris Kocher Smith	180422.57	10/05/22	\$ 2,620.00
15	Harris Kocher Smith	180422.58	11/02/22	\$ 6,178.60
15	Harris Kocher Smith	180422.59	11/30/22	\$ 3,475.00
15	Means Law	1009	06/02/22	\$ 160.00
15	Means Law	1038	06/30/22	\$ 40.00
15	Means Law	1101	08/31/22	\$ 200.00
15	Norris Design	01-75604	08/31/22	\$ 2,996.25
15	Norris Design	01-76244	09/30/22	\$ 926.25
15	Norris Design	01-76979	10/31/22	\$ 2,419.15
15	Norris Design	01-77611	11/30/22	\$ 1,511.25
15	Norris Design	01-76104	09/30/22	\$ 230.00
15	Norris Design	01-77046	10/31/22	\$ 2,357.00
15	Norris Design	01-77498	11/30/22	\$ 575.00
15	Premier Earthworks & Infrastructure	Pay App 3	05/20/22	\$ 50,845.80
16	A.G. Wassenaar, Inc.	INV003112	01/30/23	\$ 6,015.00
16	A.G. Wassenaar, Inc.	INV003113	01/30/23	\$ 1,905.00
16	Altaira at High Point Townhome Association, Inc.	20230207	02/07/23	\$ 7,000.00
16	Brothers Excavating LLC	17319	12/28/22	\$ 40,158.00
16	Brothers Excavating LLC	17392	01/09/23	\$ 23,416.00
16	Brothers Excavating LLC	17393	01/09/23	\$ 20,984.00
16	Brothers Excavating LLC	17406	01/17/23	\$ 22,540.00
16	Brothers Excavating LLC	17407	01/17/23	\$ 32,310.00
16	Brothers Excavating LLC	17549	02/20/23	\$ 34,140.00
16	Brothers Excavating LLC	17550	02/20/23	\$ 26,850.00
16	CDPHE	WC231128002	07/29/22	\$ 540.00
16	Colorado Barricade Co.	497210-003	09/23/22	\$ 9,140.04
16	DaVinci Sign	16708	01/03/23	\$ 31,307.08
16	GRC Consulting, Inc.	12411	11/03/22	\$ 46,478.00
16	Hall Contracting	S100-1533	10/24/22	\$ 23,962.36
16	Harris Kocher Smith	180422.61	12/28/22	\$ 5,710.00
16	Harris Kocher Smith	180422.62	01/25/23	\$ 1,829.13
16	Harris Kocher Smith	190166.38	01/11/23	\$ 32,252.50
16	Harris Kocher Smith	190166.39	02/08/23	\$ 6,625.00
16	Martin Marietta	37794290	12/19/22	\$ 1,750.00
16	Marvel Concrete, Inc.	1025	01/16/23	\$ 2,615.00
16	Means Law Group, LLC	1218	12/30/22	\$ 40.00
16	Norris Design	01-78232	12/31/22	\$ 1,958.75
16	Norris Design	01-79239	01/31/23	\$ 2,753.75
16	Norris Design	01-78212	12/31/22	\$ 885.00
16	Norris Design	01-78878	01/31/23	\$ 286.25
17	A.G. Wassenaar, Inc.	348250	03/30/22	\$ 1,530.00
17	A.G. Wassenaar, Inc.	356933	09/30/22	\$ 3,100.00
17	A.G. Wassenaar, Inc.	INV001232	11/30/22	\$ 800.00
17	A.G. Wassenaar, Inc.	INV003981	02/24/23	\$ 2,980.00
17	Altaira at High Point Townhome Association, Inc.	AHT-5004	03/30/23	\$ 412.23
17	Brothers Excavating LLC	17581	02/28/23	\$ 21,460.00
17	Brothers Excavating LLC	17582	02/28/23	\$ 21,460.00
17	Brothers Excavating LLC	17759	03/28/23	\$ 32,346.00
17	DaVinci Sign	16989	02/09/23	\$ 11,569.47
17	GRC Consulting, Inc.	13299	03/27/23	\$ 26,604.00
17	Harris Kocher Smith	180422.62	02/22/23	\$ 10,240.00
17	Harris Kocher Smith	180422.63	03/22/23	\$ 2,845.00
17	Harris Kocher Smith	180422.64	04/19/23	\$ 1,350.00
17	Harris Kocher Smith	190116.4	03/08/23	\$ 16,090.00
17	Harris Kocher Smith	190116.41	04/05/23	\$ 11,090.00
17	Means Law Group, LLC	1267	02/28/23	\$ 120.00
17	Norris Design	01-79793	02/28/23	\$ 1,368.00
17	Norris Design	01-80655	03/31/23	\$ 1,076.25
17	Norris Design	01-50992	04/30/19	\$ 30,746.00
18	A.G. Wassenaar	INV002602	12/30/22	\$ 1,855.00
18	A.G. Wassenaar	INV005266	03/31/23	\$ 555.00
18	A.G. Wassenaar	INV005272	03/31/23	\$ 1,645.00
18	A.G. Wassenaar	INV005273	03/31/23	\$ 1,725.00
18	A.G. Wassenaar	INV006505	04/30/23	\$ 4,085.00

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
18	Brothers Excavating LLC	17947	04/26/23	\$ 50,622.00
18	Brothers Excavating LLC	17948	04/26/23	\$ 31,674.00
18	Brothers Excavating LLC	18096	05/22/23	\$ 43,905.00
18	Brothers Excavating LLC	18097	05/22/23	\$ 52,686.00
18	CMS Environmental Solutions	151961	06/01/23	\$ 625.00
18	EMK Consultants	65837	06/08/23	\$ 6,000.00
18	Harris Kocher Smith	180422.65	05/17/23	\$ 3,162.47
18	Harris Kocher Smith	190116.42	05/03/23	\$ 5,665.00
18	Harris Kocher Smith	190116.43	05/31/23	\$ 16,810.00
18	Norris Design	01-81372	04/30/23	\$ 3,892.50
18	Norris Design	01-80968	04/30/23	\$ 262.50
18	Norris Design	01-81654	05/31/23	\$ 287.50
19	A.G. Wassenaar, Inc.	INV008612	06/29/23	\$ 1,050.00
19	A.G. Wassenaar, Inc.	INV010502	07/31/23	\$ 160.00
19	Brothers Excavating LLC	18158	05/31/23	\$ 21,956.00
19	Brothers Excavating LLC	18159	05/31/23	\$ 16,467.00
19	Brothers Excavating LLC	18172	06/05/23	\$ 275.00
19	Brothers Excavating LLC	18173	06/05/23	\$ 870.00
19	Brothers Excavating LLC	18253	06/19/23	\$ 37,440.00
19	Brothers Excavating LLC	18254	06/19/23	\$ 37,260.00
19	Brothers Excavating LLC	18285	06/26/23	\$ 2,080.00
19	Brothers Excavating LLC	18497	07/23/23	\$ 2,290.00
19	Brothers Excavating LLC	18628	08/16/23	\$ 535.00
19	Brothers Excavating LLC	18682	08/21/23	\$ 12,765.00
19	CMS Environmental Solutions	153858	07/01/23	\$ 625.00
19	CMS Environmental Solutions	155001	08/01/23	\$ 625.00
19	CMS Environmental Solutions	156512	09/01/23	\$ 625.00
19	EMK Consultants	65196	02/24/23	\$ 1,800.00
19	EMK Consultants	66085	07/24/23	\$ 4,200.00
19	EMK Consultants	66203	08/10/23	\$ 4,950.00
19	Harris Kocher Smith	Multiple	Multiple	\$ 6,360.00
19	Harris Kocher Smith	Multiple	Multiple	\$ 20,465.00
19	Means Law Group, LLC	1392	07/04/23	\$ 360.00
19	Means Law Group, LLC	1424	07/31/23	\$ 160.00
19	Means Law Group, LLC	1456	09/02/23	\$ 80.00
19	Nelson Pipeline Constructors	Pay App 1	07/13/23	\$ 575,703.80
19	Norris Design, Inc.	Multiple	Multiple	\$ 8,004.75
19	Norris Design, Inc.	01-82898	07/31/23	\$ 713.20
19	Premier Earthworks & Infrastructure, Inc.	191025CK	06/24/23	\$ 15,000.00
	Total Costs Reviewed Verification No.	1-19		\$ 14,767,032.27
	Total Costs Reviewed Verification No.	1		\$ 2,250,741.24
	Total Costs Reviewed Verification No.	2		\$ 531,763.05
	Total Costs Reviewed Verification No.	3		\$ 709,646.59
	Total Costs Reviewed Verification No.	4		\$ 1,174,458.29
	Total Costs Reviewed Verification No.	5		\$ 646,056.97
	Total Costs Reviewed Verification No.	6		\$ 784,762.19
	Total Costs Reviewed Verification No.	7		\$ 3,119,027.93
	Total Costs Reviewed Verification No.	8		\$ 148,452.26
	Total Costs Reviewed Verification No.	9		\$ 415,923.98
	Total Costs Reviewed Verification No.	10		\$ 799,677.84
	Total Costs Reviewed Verification No.	11		\$ 211,342.07
	Total Costs Reviewed Verification No.	12		\$ 544,596.64
	Total Costs Reviewed Verification No.	13		\$ 311,977.26
	Total Costs Reviewed Verification No.	14		\$ 407,326.13
	Total Costs Reviewed Verification No.	15		\$ 1,132,365.29
	Total Costs Reviewed Verification No.	16		\$ 383,450.86
	Total Costs Reviewed Verification No.	17		\$ 197,186.95
	Total Costs Reviewed Verification No.	18		\$ 225,456.97
	Total Costs Reviewed Verification No.	19		\$ 772,819.75

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA SNOW REMOVAL**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA SNOW REMOVAL (this “**Agreement**”) is entered into and effective as of the 1st day of October 2023 by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ALL PHASE LANDSCAPE CONSTRUCTION, INC.**, (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis as set forth in Exhibit A. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses.

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2024. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

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

termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include the District as an

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

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

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

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

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

4.3 Property Damage. The District must notify the Consultant in writing of any property damage alleged to have been caused by the Consultant or its subcontractor within thirty (30) days of the discovery of such damage. If the Consultant is not notified in writing within thirty (30) days of such discovery, neither the Consultant nor its subcontractor shall be held liable for such damage.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Denver, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

Andrew R. Klein, President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Andrew R. Klein as President of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

SNOW MOVING AGREEMENT

- 1) This agreement, dated **October 1, 2023**, is made by and between **Denver High Point at DIA Metropolitan District (Contracting Officer) c/o Silverbluff Companies (Authorized Agent) and All Phase Landscape Construction, Inc. (All Phase)**. The term of this agreement shall be in effect for the period of **10/1/2023 – 9/30/2024**. Services shall be performed at a site known as **Denver High Point at DIA Metropolitan District** located at **64th Ave. and Dunkirk Street, Denver, CO. 80249** (see snow service areas as highlighted on snow map dated 8/12/2021). All Phase shall provide the services of this agreement in a workmanlike manner and to the reasonable satisfaction of Contracting Officer and shall perform services according to accepted industry standards. All labor, equipment and materials will be furnished by All Phase, whether by All Phase or subcontractor.

- 2) Contracting Officer may be represented by an authorized and disclosed Agent. From the outset of this project the Authorized Agent is **Silverbluff Companies**. **Silverbluff Companies** is an authorized and disclosed agent of the Contracting Officer. All Phase may rely upon any representations or direction by the Authorized Agent of the Contracting Officer as if same had been made by the Contracting Officer. It is acknowledged by all parties that Contracting Officer may change the designated Authorized Agent during the project. In the event of said change in Authorized Agent, Contracting Officer has an obligation to notify All Phase in writing of any such change, however, once All Phase discovers that Contracting Officer has a new Authorized Agent, whether or not All Phase is notified in writing, All Phase may rely upon any representations or direction by the new Authorized Agent as if same had been made by Contracting Officer.

- 3) **Contracting Officer and any of its representatives and agents, including any Authorized Agent, specifically agree to INDEMNIFY, DEFEND, and HOLD HARMLESS All Phase, its employees and its agents, including its subcontractors (collectively “Contractor Indemnitees”)**, for, from and against any and all claims, suits, damages, injuries, losses, and expenses, including third party claims, and including but not limited to attorney fees and court costs that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this agreement including but not limited to claims that allege any injury or property damage for incidents that occur as the result of snow, snow removal, ice, slush and /or water from melting snow or refreezing. Contracting Officer, however, shall not be obligated under this agreement to indemnify, defend, or hold harmless to the extent that Contractor Indemnitees are negligent or responsible for omissions in the cause of said claims, suits, injuries, losses, expenses or property damage. Absent negligence on the part of All Phase, its employees, its agents, or subcontractors, All Phase assumes no liability. **Contractor Indemnitees shall not be responsible or liable for anything related to thaw/freeze conditions. This agreement is subject to C.R.S. 13-21-129.** The Contracting Officer and All Phase shall be responsible to investigate all claims.

- 4) Contracting Officer must notify All Phase in writing of any property damage alleged to have been caused by All Phase or its subcontractor within thirty (30) days of event of said damage. If All Phase *is not* notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither All Phase nor its subcontractor will be held liable for said damage. If All Phase *is* notified in writing within thirty (30) of event of said damage, Contracting Officer and All Phase will investigate the claim. All Phase will present the findings and conclusion of its investigation to Contracting Officer. If such investigation determines that All Phase or its subcontractor is clearly responsible for said damage, All Phase will be responsible to remedy said damage but only to the extent that All Phase or its subcontractor has been negligent in the cause of said damage. In such case, All Phase will be given the first opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the All Phase investigation, Contracting Officer must notify All Phase in writing within fifteen (15) days of All Phase’s presentation of its findings and conclusion to the Contracting Officer. If All Phase *is not* notified within fifteen (15) days of All Phase’s presentation of its findings and conclusion to the Contracting Officer, the Contracting Officer will accept All Phase’s findings and conclusion as final and binding and the Contracting Officer SHALL SPECIFICALLY WAIVE THE RIGHT to pursue any other alternate resolution or claim. If Contracting Officer *does* notify All Phase in writing of its disagreement with the findings and conclusion of All Phase’s investigation within said fifteen (15) days, and parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 8 below. All Phase is not responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, or any other claims not directly attributable to its work.

X

_____/_____
Initials: Contracting / Date
Officer

_____/_____
Initials: All Phase/ Agreement Effective Date

5) Services performed will be invoiced and billed upon completion of work. Contracting Officer agrees to pay invoices in full to All Phase within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. **All Phase must be notified in writing of any dispute of services rendered and/or the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If All Phase is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or billing and agrees to pay the full amount of the invoice.** If only a portion of the services and/or billing of services is disputed on any invoice, Contracting Officer agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and provide written notification to All Phase of disputed portion within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by All Phase for the collection of any past due amounts owed. All Phase will not be required to bill or collect from a third party for any product or any work performed pursuant to this agreement, or otherwise done for the benefit of the site. Contracting Officer agrees that it is responsible and liable for full payment of any performed work and of applied or provided product materials. Invoices, payments, and all correspondence shall be mailed, faxed or emailed to:

All Phase Landscape Construction, Inc.
16080 E. Smith Rd.
Aurora, Co. 80011
Phn: 303.360.0606 / Fax: 303.360.7979

Denver High Point at DIA Metropolitan District
c/o Silverbluff Companies
P.O. Box 3603, Parker, CO. 80134
Phn: 303.638.9553 /// Fax: 303.484.8219

chelmuth@allphaselandscape.net or mfisher@allphaselandscape.net ,
Tlaudick@SilverbluffCompanies.com, or other accepted All Phase e-mail address or Contracting Officer address, e-mail address or fax.

- 6) At its own expense, All Phase will maintain for the duration of term of this agreement, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. All Phase will provide insurance certificate(s) to the Contracting Officer upon request, as evidence of this coverage. Any special insurance requests outside All Phase's standard insurance coverage (as determined by All Phase), may be provided, at All Phase's discretion, and may cost the Contracting Officer an additional fee.
- 7) Either party may terminate this agreement with or without cause, upon written notice to the other party. Final payment upon termination: Final invoices for snow services will be determined by All Phase within thirty (30) days of the last day snow services are provided and Contracting Officer agrees to pay all final invoices and all other unpaid invoices within ten (10) days of the final invoice date or within ten (10) days of the termination effective date, whichever is later.
- 8) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and the interest on unpaid invoice balances.
- 9) This agreement shall be governed by and construed in accordance with laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this agreement.
- 10) If any provision of this agreement is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this agreement shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

X _____
 Initials: Contracting / Date
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11) **Services / Products Requested Specifications:** Please **MARK** either "yes" or "no" **FOR ALL ITEMS** to show what services the Contracting Officer would like performed and what products Contracting Officer would like applied at the site (as per specifications chosen and defined below). If a service is marked "yes", please **CIRCLE** the minimum depth for that service. **SERVICES / PRODUCTS THAT ARE NOT MARKED (LEFT BLANK) will NOT be provided.**

SERVICES: **

Clear sidewalks : / - after a minimum snow accumulation depth of: (please circle): **
 Yes No
 Less than 1" 1" 2" 3" 4" 5" 6"

Plow parking lots : / - after a minimum snow accumulation depth of: (please circle): **
 Yes No
 Less than 1" 1" 2" 3" 4" 5" 6"

Shovel individual / - after a minimum snow accumulation depth of: (please circle): **
resident driveways: Yes No
 Less than 1" 1" 2" 3" 4" 5" 6"

OR

Plow individual / - after a minimum snow accumulation depth of: (please circle): **
resident driveways: Yes No
 Less than 1" 1" 2" 3" 4" 5" 6"

PRODUCTS OPTIONS:**

On Pedestrian Sidewalks (sidewalks):

 /
 Yes No

Product used is industry standard icemelt. Product will NOT be applied on pedestrian sidewalks unless the service to 'clear sidewalks' is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to 'clear sidewalks' (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

On Vehicular / Parking Lots:

 /
 Yes No

Product used is industry standard granular chemical product. Product on parking lots is provided ONLY if the service to 'plow parking lots' is also chosen above and then, only after the minimum depth to initiate the service to 'plow parking lots' is reached (or as specified in the 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

On Vehicular individual RESIDENT Driveway(s):

 /
 Yes No

Product used is standard icemelt. Product will NOT be applied on individual resident driveways unless the service to plow or shovel individual resident driveways is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to shovel or plow individual resident driveways (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

Section 11 continues on next page

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 /
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11) (cont.)

Post-storm service: site check and ice removal/remediation: _____ / _____
Yes No

(option available only if minimum snow accumulation depth of 2 INCHES OR LESS is chosen above).



POST-STORM SERVICE OPTION IS AVAILABLE ONLY IF THERE IS A MINIMUM ACCUMULATION DEPTH OF TWO INCHES OR LESS chosen on page 3. The Post-storm service option is NOT available and will not be provided for any site that has a chosen depth of over 2 inches. If the Post-Storm service option is allowed and is marked "yes", then Post-storm service shall BE PROVIDED AFTER A STORM EVENT ONLY IF THE MINIMUM SNOW ACCUMULATION DEPTH CHOSEN ABOVE IS REACHED DURING THAT STORM EVENT and only if initial shoveling and/or plowing services have been performed by All Phase. After initial services are completed for a storm event, All Phase will return to the site to perform post-storm service within 24 – 48 hours after the end of the storm event, unless Contracting Officer requests a sooner post-storm visit in writing to All Phase (as scheduling allows). The post-storm service window shall end immediately upon arrival of a new storm event. The post-storm service includes a site check and upon observance, if needed, ice removal/remediation. All Phase will be limited on the types of post-storm services it can provide, choosing from ONLY THOSE SERVICES MARKED YES" by Contracting Officer ON PAGE 3. Post-storm services are available as scheduling allows. After initial post-storm check, on-going monitoring of a site is not provided unless the Contracting Officer makes a request in writing to All Phase that it provide on-going monitoring for any given storm. A written request for on-going monitoring of the site must be provided for EACH storm, when desired. All Post-storm services are billable.

If Post-storm service: site check and ice removal/remediation is marked "No", then Post-storm service would only be provided upon written request from Contracting Officer to All Phase, for any given storm event. All Phase will endeavor to provide the requested service within 24 - 48 hours of the written request but time frame is subject to the scheduling ability of All Phase. All Post-storm services are billable.

ANY extra SERVICES REQUESTED OUTSIDE THE SERVICES and SPECIFICATIONS and depths CHOSEN ABOVE ON PAGE 3 ARE CONSIDERED "on-call" services and will be provided upon written request to All Phase. Such services shall be provided subject to weather conditions and to the scheduling convenience of All Phase. There shall be NO liability assumed by All Phase for the time frame in which on-call services are provided and no liability assumed in any way by All Phase for last minute directives that Contracting Officer (or its Agent) make during any storm.

Special Instructions - or Additions to services requested (for more space, please continue on a separate sheet):

** Weather conditions permitting: requested snow moving services and application of requested products shall be as early as possible to facilitate work traffic but work operations are dictated by storm time and weather conditions.

12) If sidewalk services are requested in Section 11, All Phase shall provide hand or machine (at discretion of All Phase, based on its available resources) removal of snow from all main access sidewalks (or as designated by Contracting Officer specs). Walkways to swimming pools and other summer facilities will NOT be cleared. If requested in Section 11, plowing services will be provided and will be accomplished by mechanically pushing snow to side boundaries and/or windrows as directed by Contracting Officer. Contracting Officer shall be responsible for the removal of all vehicles from parking lot areas so that All Phase can properly and efficiently operate plowing equipment. If vehicles are not removed by the time of plow operations, All Phase shall be obligated to plow only those areas available and open for the safe use and operation of snow moving equipment. All Phase will not plow or clear a single parking space if a car (or cars) are parked on either side and will not plow a parking space that is within 5 feet of another vehicle. All Phase will not clear (shovel or plow) snow between vehicles.



13) If the services and products are requested in Section 11, requested products will be applied as per product manufacturer's recommendations and as per minimum depths to initiate services in Section 11 and other perimeters specified by Contracting Officer in Section 11. If All Phase applies a product, the clean-up of product is not included in the application price. Clean-up services are billed at a separate Time and Materials price. All Phase

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uses the safest snow melting products for all surfaces, including concrete, however, all such products that create a thaw/freeze affect can be harmful to surfaces, including concrete. All Phase will not be liable for any damage to any surfaces due to the use of any ice melting type products.

- 14) If plowing services are provided, it shall be the Contracting Officer's responsibility to clearly define and mark boundaries in the areas to be plowed. All Phase will exercise every caution so as to prevent property damage by plowing equipment. During blizzard conditions, however, larger equipment may need to be mobilized and Contracting Officer acknowledges that damage may likely be caused by use of this equipment. Contracting Officer will not hold All Phase liable for such damage during blizzard conditions unless All Phase has been grossly negligent. Claims for such damage are also subject to conditions and procedures in Section 4 above.
- 15) Snow services during major snow falls will be modified and will be determined based on weather conditions, road conditions, and scheduling availability. For initial services and ongoing operations during major snow falls: a) only entryways and drive lanes will be plowed open; b) All Phase will not guarantee that vehicles will not be plowed in; c) When clearing sidewalks, All Phase will shovel only 1 shovel width on sidewalks; d) All Phase will return later, as it is able, to clear more snow; e) All Phase assumes no liability related to the timing in which services and products are provided during major snow storms.
- 16) Snow accumulation depth measurements are determined by measuring snow depth on the north side of a site and/or measuring high traffic areas first. All Phase will endeavor to check depth at 2 - 3 places on the site. When accumulation depth is determined to have met the site snow specifications, the site is serviced as per specifications.
- 17) Contracting Officer agrees to pay for services and products at the following Time and Material rates.

SERVICES / HOURLY RATES (does not include product):

Labor - Shovel	\$66.00/hr	Pickup Truck hauling product	\$105.00/hr
Snow Blower *	\$85.00/hr	Truck with Mechanical spreader	\$123.00/hr
ATV with Blade *	\$111.00/hr	Compact Track Skid Steer	\$233.00/hr
Snowplow (no wings)	\$123.00/hr	Large Loader (2 ½ - 3 CY. bucket)	\$286.00/hr
Snowplow with wings	\$137.00/hr	Skid Steer with wheels (¾ CY.)	\$155.00/hr
Dump Truck 6 CY	\$209.00/hr	Granular chemical product (by hand)	\$66.00/hr
Snowrator	\$165.00/hr		

* Snow blower and/or ATV use, if requested, is not guaranteed. Use depends on mobilization ability due to weather, road, availability, and scheduling conditions.

PRODUCT PRICING (labor and equipment not included. Please see Section 19 for additional information):

<u>Sidewalks:</u>	Industry standard Icemelt - \$.82 cents per lb.
<u>Parking lots/driveways:</u>	Granular chemical product - \$ 296.00 per ton

MINIMUM CHARGES:

- One (1) hour of associated service (whatever service is provided or performed) + any applied product.
- Mobilization of heavy equipment = \$300.00 minimum charge per time (Heavy equipment = Large Tractor, Large Loader, Skid Loader)
- On-Call services – Any site visit = One (1) hour of associated service (whatever service is provided or performed) + any applied product.

HOLIDAY RATES:

Services performed on Thanksgiving Day, Christmas Day, New Years Day, and/or Easter will be billed at DOUBLE THE NORMAL RATE.

FUEL SURCHARGE:

Contractor may add a fuel surcharge to any invoice at the time of billing.

- 18) TRAVEL TIME – Travel time will be billed.

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 Initials: Contracting / Date
 Officer

_____ / _____
 Initials: All Phase/ Agreement Effective Date

- 19) Additional Product Information - Products selected by the Contracting Officer in Section 11 may become unavailable due to conditions beyond the control of All Phase. When product supplies are compromised, different products may be used without notice if deemed critical to the safety of the site. All Phase will attempt to notify customers when this situation prevails, but no financial compensation will be provided to the Contracting Officer when products have to be substituted. If different products are substituted, additional clean up services that are requested by Contracting Officer as a result of All Phase using different products will be billed as an extra charge at the rates listed in Section 17.
- 20) In rare cases, the Contracting Officer may request that services and/or products not be performed or applied. The Contracting Officer must discuss this request with the All Phase Snow Manager and must send an email with specific date and specific request clearly spelled out in the email. The Snow Manager and All Phase's Contract Administrator must both receive the email and must acknowledge receipt before any action is taken for any given storm. **Contracting Officer assumes ALL liability related in any way to its choice not to have services performed or products applied at any time and Contractor will not be liable in any way for not providing services or products if Contracting Officer has opted not to have services performed or products applied for any given storm or snow event.** Failure of Contracting Officer to communicate in writing to Contractor as stated above will not remove ownership and responsibility of said liability from Contracting Officer. All Phase will not agree to do this on an ongoing basis. If a Contracting Officer wants to direct storm by storm, they must sign an on-call snow moving agreement, rather than an agreement with accumulation depth specifications.
- 21) If Contracting Officer requests that a different contract document other than this Snow Moving Agreement document be used to contract for snow services, said other contract document and all associated and linked documents referred to in that contract must be reviewed by All Phase. Once the contract document and all associated and linked documents are provided to All Phase, a minimum of 20 days is required to review and endeavor to negotiate a final contract for snow services. All Phase may also require that a separate administrative review fee be paid prior to and for review of any such contract and associated and linked documents.
- 22) All terms and conditions of the agreement for work provided at or related to the site are outlined in this Snow Moving Agreement (or additional terms in an alternate master contract document if All Phase and Contracting Officer have contracted for snow services by signing an alternate master contract for snow services other than this Snow Moving Agreement). **ALL PHASE WILL NOT USE OR BE OBLIGATED TO USE ANY PURCHASE ORDER OR WORK ORDER TYPE SYSTEM OR PROCESS FOR ANY SNOW SERVICES.** Snow services and products are provided as per specifications of the agreement. Contractor, Contracting Officer and all of its agents and representatives all agree that NO terms or conditions from any purchase orders, work orders, voucher, tickets, or other such document, process, or number from Contracting Officer or any of its agents or representatives shall apply to this Snow Moving Agreement, or to any alternate master contract, to any of the contract parties, or to any work performed at or related to the site. The Contracting Officer or its agent may provide a single SEASONAL purchase order to be entered on invoices. The Contractor, the Contracting Officer and all of its agents and representatives specifically waive, cancel, dismiss and reject any of the terms and conditions from any purchase orders, work orders, vouchers, tickets, or other such document, process, or number given to Contractor; only accurate scope of work and pricing may apply. Additionally, All Phase specifically reserves the right to charge, and the Contracting Officer agrees to pay, separate administrative processing fees to All Phase for any administrative work on the part of All Phase due to using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature or other such document, number, or item. All Phase reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets, or other such document, process, or number, or to obtaining a signature(s) or other item.
- 23) Other than receipt of original signature, signature of this agreement may be sent by facsimile (with confirmation by transmitting machine) and/or the signed agreement transmitted by portable document format ("pdf") file, or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed agreement shall be construed and treated as the original and shall be binding as if it were the original.

X

_____/_____
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Officer

_____/_____
Initials: All Phase/ Agreement Effective Date

- 24) This proposal is valid for 120 days from the date (first date) typed in Section 1 or until the All Phase snow schedule is full for the season, whichever is earlier, all at the sole discretion of All Phase.
- 25) The failure to enforce, at any time or for any period of time, any of the terms and conditions of this agreement shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.
- 26) Where All Phase Landscape or All Phase is referenced, it is understood that it is the same as All Phase Landscape Construction, Inc.
- 27) This Snow Moving Agreement contains the entire agreement and understanding regarding terms and conditions between All Phase and Contracting Officer. No additional terms or conditions can be added or modified without the express written and specific approval of both parties (and subject to section 22).
- 28) **This "Snow Moving Agreement" is only valid with a current, signed All Phase "Landscape Maintenance Contract" for the year 2023/2024, at the discretion of All Phase. The signed Snow Moving Agreement must be received, reviewed, approved and signed by All Phase in order to finalize and initiate this agreement. Once an agreement is finalized (fully signed and filled out by both parties), the site will be added to the All Phase snow schedule. Properties will be added to the snow schedule on a first come, first served basis until the snow schedule is full for the season. Contact All Phase to inquire about availability. Send this agreement to All Phase Landscape Construction, Inc. Mail, fax (303.360.7979) or e-mail to chelmuth@allphaselandscape.net.**

The signers below represent that they are authorized to sign this document and that they have the authority to bind the Contracting Officer (including the Owner and Authorized Agent) and the entities that they are signing for. **This agreement is acknowledged and accepted by:**



Sign: _____
Contracting Officer/Owner/Authorized Agent

Sign: _____
All Phase Landscape Construction, Inc.

Date: _____ Title _____

Effective Date: _____ Title _____

Print Name: _____

Print Name: _____

Phone No: _____

**** PLEASE sign page 7 and ALSO INITIAL & DATE PAGES 1, 2, 3, 4, 5, & 6 ****

Denver High Point at DIA Metropolitan District
Special Instructions for Snow Services
10/1/23 – 9/30/24

Sidewalks:

- The only sidewalk areas to be cleared are the common sidewalks as highlighted on the snow map dated 8/12/21.
- Those common sidewalks are to be cleared after an accumulation of a minimum depth of snowfall of 2 inches.
- When clearing those common sidewalks highlighted on snow map dated 8/12/21, industry standard icemelt shall be applied only to those common sidewalks.

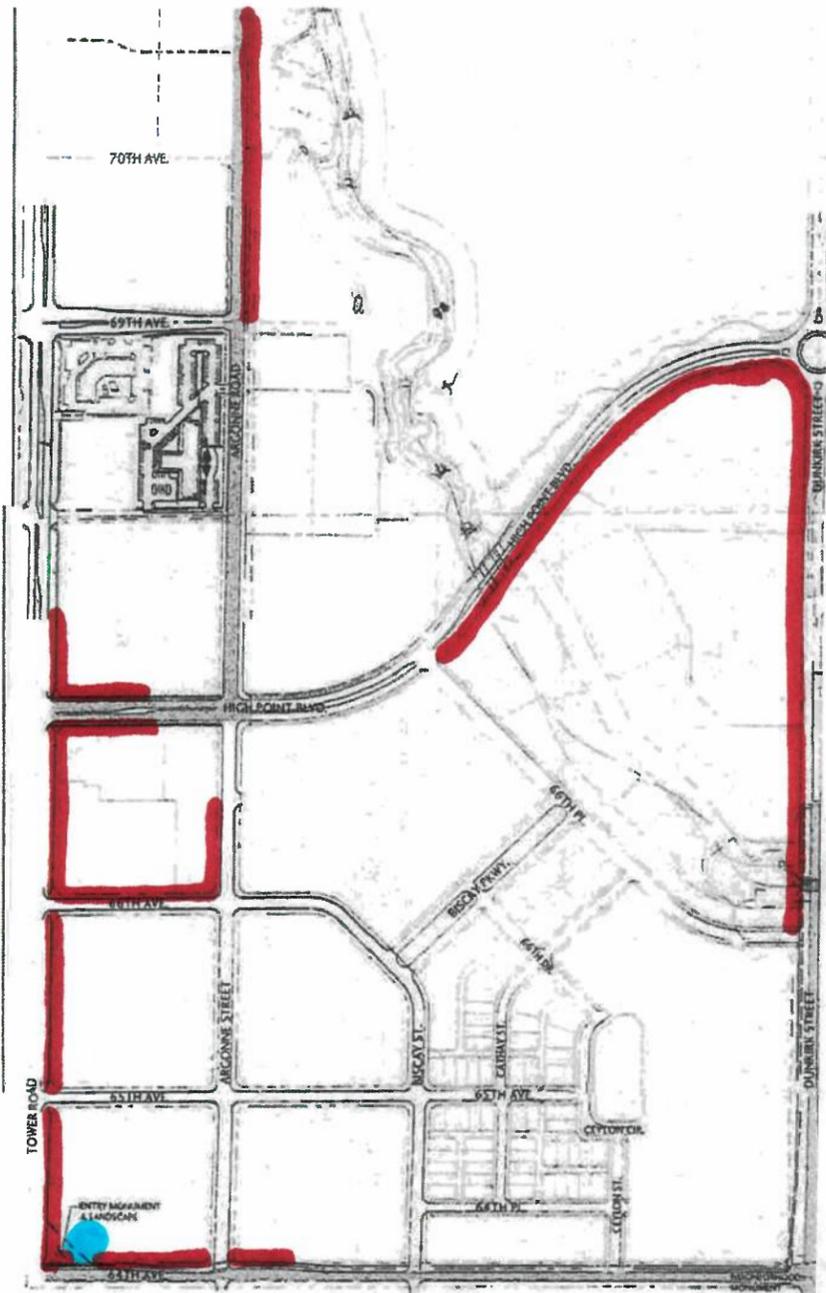
Plowing:

- Plow ONLY the parking areas at visitor center after an accumulation of a minimum depth of snowfall of 4 inches.
- For plowing, snow will be plowed as soon as it stops snowing however, if it is still snowing at 6:00 am, plowing will commence to allow cars to get out and All Phase will return to finish when snow stops.

All above specifications are subject to the terms and conditions of the Snow Moving Agreement.

X Initials: _____ / _____
Contracting Officer (District) / Date

Initials: All Phase / _____
/ Date



Denver High Point @ DIA Metro District
(snow services map)

 (red) = sidewalks
 (blue) = plow

8/12/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

 - CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	 - CITY OF AURORA/AUR
 - CITY & COUNTY OF DENVER/METRO DISTRICT	 - CITY & COUNTY OF DENVER/IAN
 - HOME OWNER/HOME OWNER	 - MASTER ASSOC./ MASTER ASSOC.
 - IAN/IAN	 - CITY OF AURORA/CITY OF AURORA
 - METRO DISTRICT/METRO DISTRICT	 - CITY OF AURORA/METRO DISTRICT

 - COMMERCIAL SOLD PROPERTY	 - METRO DISTRICT TRACT
 - TEMPORARY SCHOOL SITE	 - MASTER ASSOCIATION TRACT
 - METRO DISTRICT/SCHULTZ TYR MAINTENANCE	

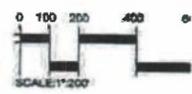
 - SPLIT 3 RAIL FENCE	
 - BLOCK WALL	
 - UNDER DRAIN	
 - RETAINING WALL	
 - SNOW REMOVAL DN WALKS	

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA LANDSCAPE MAINTENANCE**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA LANDSCAPE MAINTENANCE (this “Agreement”) is entered into the 1st day of October 2023, by and between DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ALL PHASE LANDSCAPE CONSTRUCTION, INC., (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

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

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit A attached hereto. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses; however, the Consultant shall not be required to obtain prior approval for irrigation system repairs of up to \$300.00 per day. Irrigation system repairs shall be billed on a time and materials basis. All pricing for additional work shall be pre-approved by the District.

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2022. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

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

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Aurora, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

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

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

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

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

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

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

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

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

5.16 Warranty. The Limited Liability Warranty attached hereto as **Exhibit D**, is incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A-Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A-Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the ' Exhibit A-Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and minor containment pruning throughout contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A-Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A-Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. SURCHARGES – Contractor may add a fuel surcharge to any invoice at the time of billing.

I. Snow services are NOT provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

X PLEASE INITIAL: _____ / _____
 Contracting Officer / date Contractor / date
 (All Phase Landscape)

Attachment I

Other Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.**

Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.
- * Contractor is available to assist with the preparation / formulation of landscape plans for the winter and following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

WARRANTY

- * Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

SNOW – NOT APPLICABLE

Snow moving services are **NOT** provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

Rates for Time & Materials (T&M) work

SEE PAGE 7 for hourly rates and see below for additional T&M information

All time for T&M work is hourly and based on a 40 hour work week. Any work over the 40 hours of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated on page 7). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Contractor will NOT invoice third parties. Contractor may add a fuel surcharge to any invoice at the time of billing. **Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each annual/seasonal anniversary date.**

Damages – Contractor has first right to repair damages caused by Contractor.

Third Parties - Contractor will NOT invoice third parties.

X

PLEASE INITIAL: _____ / _____
Contracting / date
Officer

_____/_____
Contractor / date
(All Phase Landscape)

ALL PHASE LANDSCAPE

TIME & MATERIALS EQUIPMENT and LABOR RATE SHEET

EQUIPMENT (does not include Operator)	HOURLY RATE
Trucks / Trailers:	
One Ton Pickup	\$ 35.00
Truck – 2 ton, Flatbed, Dump	\$ 85.00
Water Truck	\$ 60.00
Water Trailer	\$ 25.00
Trailer	\$ 25.00
Dump Trailer	\$ 35.00
Chemical Spray Truck	\$ 35.00
Tractors / Loaders:	
Grading Tractor 50HP	\$ 70.00
Grading and Tilling Tractor 100HP	\$ 80.00
Wheel Skid Steer	\$ 45.00
Compact Track Skid Steer	\$ 85.00
Backhoe	\$ 100.00
2-1/2 – 3 Yard Loader	\$ 160.00
Pullers / Trenchers:	
Maxi Sneaker Puller	\$ 30.00
Trencher – Small	\$ 45.00
Trencher – Large	\$ 75.00
Mini Excavator	\$ 75.00
Mowers:	
Mower 48"	\$ 25.00
Brush Hog – 6' Mower	\$ 65.00
Batwing Mower	\$ 100.00
Other Miscellaneous Equipment:	
Jumping Jack Tamper	\$ 20.00
Misc. Small Equipment (string trimmer, blowers, chain saw, etc.)	\$ 15.00
Sod Cutter	\$ 20.00
Barretta Rototiller	\$ 30.00
Motor Buggy/Motorized Wheel Barrow	\$ 35.00
Compressor with attachments	\$ 75.00
Chipper	\$ 83.00
Boring – Missile or Directional Bore (4" or smaller)	\$ 90.00

EQUIPMENT (Includes Operator)	HOURLY RATE
Large Trucks:	
Tandem Dump Truck 15 ton	\$ 110.00
Delivery Semi Truck & Trailer	\$ 150.00
End Dump Semi Truck 25 ton	\$ 150.00
Unit Pricing per Function	
Potholing in asphalt (per hole)	\$ 385.00
Potholing in dirt (per hole)	\$ 275.00
LABOR (all rates are per hour)	
Executives	\$ 175.00
Director of Operations	\$ 150.00
Project Manager / Account Manager	\$ 100.00
Superintendent	\$ 85.00
Arbor Specialist (Climber)	\$ 71.00
Job Foreman	\$ 66.00
Operator	\$ 66.00
Laborer	\$ 50.00
Sprinkler Technician	\$ 71.00
Emergency Sprinkler Repair (Portal to Portal)	\$ 121.00

- * Material rates are not included in labor or equipment rates and are determined at time of service.
- * All rates are to be billed portal to portal.
- * Labor rates are for work up to 40 hour per week. Any work over 40 hours, Monday-Friday, or work on Holidays, will be charged at 1.5 times the normal rate. Labor performed "after hours", will be billed at 1.5 times the normal rate. "After hours" applied to work performed on weekends or between 6:00 pm to 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water.
- * The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials.
- * Contractor may add a fuel surcharge to any invoice at the time of billing
- * Multi-year / multi-season contracts: hourly rates and backflow test rates are subject to change at each year/seasonal anniversary date.
- * If requesting a backflow test, Contractor must be notified and provided applicable paperwork in a timely manner to allow ample time for scheduling. Contractor assumes no liability whatsoever due to untimely test requests.
- * Rates do not apply to snow removal as snow services must be contracted on a separate agreement. A snow proposal with its own rates, may be provided upon request, subject to approval by Contractor.
- * All Phase Landscape will not invoice third parties.
- * All work is subject to the one (1) year All Phase Landscape Limited Liability Warranty (LLW), dated 10/1/20; copy available upon request.
- * Contracting Officer or Owner or their representative(s) or managing agent(s) and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available upon request) for additional services, unless both parties agree in writing to an alternate approval process.



PLEASE INITIAL: _____ / _____
 Contracting / date
 Officer

_____/_____
 Contractor / date
 (All Phase Landscape)



DENVER HIGH POINT at DIA
METROPOLITAN DISTRICT

[landscape maintenance service
areas, as highlighted]

 (green) = sod and beds

 (orange) = pond area

(7P) 8/9/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

OWNERSHIP	MAINTENANCE
- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/AUR
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/INR
- HOME OWNER/HOME OWNER	- MASTER ASSOC./ MASTER ASSOC.
- INR/INR	- CITY OF AURORA/CITY OF AURORA
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT

- COMMERCIAL SOLD PROPERTY	- METRO DISTRICT TRACT
- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT
- METRO DISTRICT/SCHULTZ 1YR. MAINTENANCE	

- SPLIT 3 RAIL FENCE
- BLOCK WALL
- UNDER DRAIN
- RETAINING WALL
- SNOW REMOVAL ON WALKS



EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
LIMITED LIABILITY WARRANTY

The Consultant warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by the District or its representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the District or its representative(s) or managing agent(s) or others, any claim not directly attributable to the Consultant's work or materials, delay in notification to the Consultant, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE CONSULTANT.

Written notice of warranty issues must be received by the Consultant before the end of the one (1) year warranty period. If the Consultant receives such written notice before the end of the one (1) year warranty period, the Consultant shall review and, upon determination of validity of warranty issue, the Consultant shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if the Consultant is not notified in writing of any defect in the plants, materials and/or work and/or the Consultant is not given thirty (30) days to commence the repair/replacement of said defect, then the Consultant will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against the Consultant.

If the parties cannot resolve a disagreement regarding a warranty issue, parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any litigation shall be awarded their attorney fees and any reasonable costs incurred in the court proceeding or litigation.

This represents in its entirety the Consultant's warranty and in regards to warranty related issues, no other representations, agreements, or warranties, other than what is written in this Limited Liability Warranty, are applicable.

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA
NEIGHBORHOOD PARK WEST LANDSCAPE MAINTENANCE**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA LANDSCAPE MAINTENANCE (this “**Agreement**”) is entered into the 1st day of October 2023, by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ALL PHASE LANDSCAPE CONSTRUCTION, INC.**, (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

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

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A**, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses; however, the Consultant shall not be required to obtain prior approval for irrigation system repairs of up to \$300.00 per day. Irrigation system repairs shall be billed on a time and materials basis. All pricing for additional work shall be pre-approved by the District.

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2022. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

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

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Aurora, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

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

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

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

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

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

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

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

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

5.16 Warranty. The Limited Liability Warranty attached hereto as **Exhibit D**, is incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A- Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A- Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the ' Exhibit A- Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and minor containment pruning throughout contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A- Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A- Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A- Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. SURCHARGES – Contractor may add a fuel surcharge to any invoice at the time of billing.

I. Snow services are NOT provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

PLEASE INITIAL: _____ / _____
 X Contracting / date Contractor / date
 Officer (All Phase Landscape)

Attachment I

Other Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.** Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.
- * Contractor is available to assist with the preparation / formulation of landscape plans for the winter and following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

WARRANTY

- * Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

SNOW – NOT APPLICABLE

Snow moving services are **NOT** provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

Rates for Time & Materials (T&M) work

SEE PAGE 7 for hourly rates and see below for additional T&M information

All time for T&M work is hourly and based on a 40 hour work week. Any work over the 40 hours of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated on page 7). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. **The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials.** Contractor will NOT invoice third parties. **Contractor may add a fuel surcharge to any invoice at the time of billing. Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each annual/seasonal anniversary date.**

Damages – Contractor has first right to repair damages caused by Contractor.

Third Parties - Contractor will NOT invoice third parties.

PLEASE INITIAL: _____ / _____
Contracting / date
Officer

_____/_____
Contractor / date
(All Phase Landscape)

ALL PHASE LANDSCAPE

TIME & MATERIALS EQUIPMENT and LABOR RATE SHEET

EQUIPMENT (does not include Operator)	HOURLY RATE
Trucks / Trailers:	
One Ton Pickup	\$ 35.00
Truck – 2 ton, Flatbed, Dump	\$ 85.00
Water Truck	\$ 60.00
Water Trailer	\$ 25.00
Trailer	\$ 25.00
Dump Trailer	\$ 35.00
Chemical Spray Truck	\$ 35.00
Tractors / Loaders:	
Grading Tractor 50HP	\$ 70.00
Grading and Tilling Tractor 100HP	\$ 80.00
Wheel Skid Steer	\$ 45.00
Compact Track Skid Steer	\$ 85.00
Backhoe	\$ 100.00
2-1/2 – 3 Yard Loader	\$ 160.00
Pullers / Trenchers:	
Maxi Sneaker Puller	\$ 30.00
Trencher – Small	\$ 45.00
Trencher – Large	\$ 75.00
Mini Excavator	\$ 75.00
Mowers:	
Mower 48"	\$ 25.00
Brush Hog – 6' Mower	\$ 65.00
Batwing Mower	\$ 100.00
Other Miscellaneous Equipment:	
Jumping Jack Tamper	\$ 20.00
Misc. Small Equipment (string trimmer, blowers, chain saw, etc.)	\$ 15.00
Sod Cutter	\$ 20.00
Barretta Rototiller	\$ 30.00
Motor Buggy/Motorized Wheel Barrow	\$ 35.00
Compressor with attachments	\$ 75.00
Chipper	\$ 83.00
Boring – Missile or Directional Bore (4" or smaller)	\$ 90.00

EQUIPMENT (Includes Operator)	HOURLY RATE
Large Trucks:	
Tandum Dump Truck 15 ton	\$ 110.00
Delivery Semi Truck & Trailer	\$ 150.00
End Dump Semi Truck 25 ton	\$ 150.00
Unit Pricing per Function	
Potholing in asphalt (per hole)	\$ 385.00
Potholing in dirt (per hole)	\$ 275.00
LABOR (all rates are per hour)	
Executives	\$ 175.00
Director of Operations	\$ 150.00
Project Manager / Account Manager	\$ 100.00
Superintendent	\$ 85.00
Arbor Specialist (Climber)	\$ 71.00
Job Foreman	\$ 66.00
Operator	\$ 66.00
Laborer	\$ 50.00
Sprinkler Technician	\$ 71.00
Emergency Sprinkler Repair (Portal to Portal)	\$ 121.00

- * Material rates are not included in labor or equipment rates and are determined at time of service.
- * All rates are to be billed portal to portal.
- * Labor rates are for work up to 40 hour per week. Any work over 40 hours, Monday-Friday, or work on Holidays, will be charged at 1.5 times the normal rate. Labor performed "after hours", will be billed at 1.5 times the normal rate. "After hours" applied to work performed on weekends or between 6:00 pm to 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water.
- * The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials.
- * Contractor may add a fuel surcharge to any invoice at the time of billing
- * Multi-year / multi-season contracts: hourly rates and backflow test rates are subject to change at each year/seasonal anniversary date.
- * If requesting a backflow test, Contractor must be notified and provided applicable paperwork in a timely manner to allow ample time for scheduling. Contractor assumes no liability whatsoever due to untimely test requests.
- * Rates do not apply to snow removal as snow services must be contracted on a separate agreement. A snow proposal with its own rates, may be provided upon request, subject to approval by Contractor.
- * All Phase Landscape will not invoice third parties.
- * All work is subject to the one (1) year All Phase Landscape Limited Liability Warranty (LLW), dated 10/1/20; copy available upon request.
- * Contracting Officer or Owner or their representative(s) or managing agent(s) and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available upon request) for additional services, unless both parties agree in writing to an alternate approval process.



PLEASE INITIAL: _____ / _____
 Contracting / date
 Officer

_____/_____
 Contractor /date
 (All Phase Landscape)

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
LIMITED LIABILITY WARRANTY

The Consultant warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by the District or its representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the District or its representative(s) or managing agent(s) or others, any claim not directly attributable to the Consultant's work or materials, delay in notification to the Consultant, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE CONSULTANT.

Written notice of warranty issues must be received by the Consultant before the end of the one (1) year warranty period. If the Consultant receives such written notice before the end of the one (1) year warranty period, the Consultant shall review and, upon determination of validity of warranty issue, the Consultant shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if the Consultant is not notified in writing of any defect in the plants, materials and/or work and/or the Consultant is not given thirty (30) days to commence the repair/replacement of said defect, then the Consultant will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against the Consultant.

If the parties cannot resolve a disagreement regarding a warranty issue, parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any litigation shall be awarded their attorney fees and any reasonable costs incurred in the court proceeding or litigation.

This represents in its entirety the Consultant's warranty and in regards to warranty related issues, no other representations, agreements, or warranties, other than what is written in this Limited Liability Warranty, are applicable.