

ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

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<http://roammd1-3.colorado.gov>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Blake Johnson	President	2025/May 2023
Jolene Larson	Treasurer	2025/May 2025
Robert Cyman	Secretary	2025/May 2025
Robert Klane	Assistant Secretary	2023/May 2023
Brian Ripley	Assistant Secretary	2023/May 2023

DATE: September 23, 2022

TIME: 11:00 a.m.

PLACE: To access the meeting remotely, attendance via Zoom use the following information below:

<https://us02web.zoom.us/j/82435611354?pwd=aFhPa1RBTVNpNkVHTXFQRi96VnMwdz09>

Phone: 1 (719) 359-4580

Meeting ID: 824 3561 1354

Passcode: 072469

One tap mobile: +17193594580,,82435611354#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve the Minutes of the October 8, 2021 and August 1, 2022 Special Meetings (enclosures).

II. PUBLIC COMMENT

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

III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of District No. 1 claims for the period ending as follows (enclosures):

Fund	Period Ending August 31, 2022	Period Ending Sept. 30, 2022
General	\$ 8,715.77	\$ 5,665.24
Debt	\$ -0-	\$ -0-
Enterprise	\$ 3,306.66	\$ 4,082.50
Total	\$ 12,022.43	\$ 9,747.74

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- B. Review and accept the unaudited financial statements through the period ending June 30, 2022 and Schedule of Cash Position as of June 30, 2022 for District No. 1 (enclosure).

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- C. Review the 2023 Draft Budgets (enclosures).
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IV. LEGAL MATTERS

- A. _____

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Cabins – Phase I:

-
1. Review and consider approval of Service Agreement between the District and Kumar & Associates, Inc. for materials testing services (enclosure).

-
2. Review and consider approval of Service Agreement between the District and Aztec Consultants, Inc. for surveying services (enclosure).
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- B. Discuss snow removal services.
-

- C. Discuss landscape services.
-

- D. Update re trash collection implementation.
-

VI. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
DECEMBER 1, 2022 ~ BUDGET HEARING**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD OCTOBER 8, 2021

A Special Meeting of the Boards of Directors (the “Boards”) of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1”, “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Friday, the 8th day of October, 2021, at 11:00 a.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call without any individuals (neither District Representatives nor the general public) attending in person. The meeting was open to the public via conference call as follows: 1-877-250-4161; passcode 8144161.

Directors In Attendance Were:

Jolene Larson
Robert Cyman
Byron (Chip) Besse

Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Kim Fiore; Independent District Engineering Services, LLC (“IDES”)

Bob Fanch; Fraser River Development Co LLC

Bill Hayne; LTD Engineering & Consulting

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Pogue discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of Directors of the Districts determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be so reflected in these Minutes.

ADMINISTRATIVE MATTERS

Agenda: Mr. Ruthven reviewed with the Boards a proposed Agenda for the Districts' Special Meeting.

Following discussion, upon motion duly made by Director Larson, seconded by Director Cyman and, upon vote unanimously carried, the Agenda for the Districts' Special Meeting was approved, as amended to include consideration of the District No. 1 financial statements and Schedule of Cash Position, District No. 2 bond issuance status, and open space and river access.

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL MATTERS

There were no financial matters at this time.

LEGAL MATTERS

Bond Issuance: Attorney Pogue reported to the Boards that the District No. 2 bond issue was moving forward with an anticipated date of November 2, 2021 to have the offering documents completed. He noted that he anticipates a closing date in early December, and recommended a late October Board meeting to approve the final bond documents.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Phase I Cabin Construction: Mr. Hayne reported to the District No. 1 Board that he publicly advertised for bids for the construction of the infrastructure for four cabins. He noted that he sent bid documents to three bidders and received one bid for \$268,600.75. He recommended the District No. 1 Board approve the construction agreement for the cabin infrastructure.

Agreement for the Construction of the Infrastructure for the Cabins, Phase 1: The District No. 1 Board reviewed an agreement for the construction of the infrastructure for the Cabins, Phase 1 between District No. 1 and Mountain States Snowcats, Inc.

Following discussion, upon motion duly made by Director Besse, seconded by Director Larson and, upon vote unanimously carried, the District No. 1 Board

RECORD OF PROCEEDINGS

approved the agreement for the construction of the infrastructure for the Cabins, Phase 1 between District No. 1 and Mountain States Snowcats, Inc. in an amount not to exceed \$268,600.75.

Plans from Grand County W&S #1: There was no discussion at this time.

OTHER BUSINESS

Open Space and River Access: Mr. Fanch reported to the Boards that the open space and river access is open to the public.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD AUGUST 1, 2022

A Regular Meeting of the Boards of Directors (the “Boards”) of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1”, “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Monday, the 1st day of August, 2022, at 11:00 a.m. This District Board meeting was held via Zoom at <https://us02web.zoom.us/j/81145841985?pwd=Wi8wRGVKQW1Ick5Ca0pVUllL2xJQT09>; Phone: 1 (253) 215-8782; Meeting ID: 811 4584 1985; Passcode: 726957. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Jolene Larson
Robert Klane
Brian Ripley

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley and, upon vote, unanimously carried, the absence of Director Cyman was excused.

Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Alan Pogue, Esq., Shannon Johnson, Esq.; Icenogle Seaver Pogue, P.C.

Kim Fiore; Brandon Collins; Independent District Engineering Services, LLC (“IDES”)

Bob Fanch; Fraser River Development Co LLC

Jeff Fransen and Suzannah MacLeod; Allegiant Management

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled

RECORD OF PROCEEDINGS

for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Johnson that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

COMBINED MEETING

The Boards of Directors of the Districts determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be so reflected in these Minutes.

ADMINISTRATIVE MATTERS

Agenda: Mr. Ruthven reviewed with the Boards a proposed Agenda for the Districts' Special Meeting.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote unanimously carried, the Agenda for the Districts' Special Meeting was approved, as presented.

Minutes: The Boards reviewed the Minutes of the June 24, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote unanimously carried, the Boards approved the Minutes of the June 24, 2022 Regular Meeting.

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending July 31, 2022
General	\$ 6,724.40
Debt	\$ -0-
Capital	\$ 2,258.68
Total	\$ 8,983.08

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board of District No. 1 ratified approval of the payment of claims, as presented.

RECORD OF PROCEEDINGS

Financial Statements: Mr. Ruthven reviewed with the District No. 1 Board the unaudited financial statements through the period ending June 30, 2022 and Schedule of Cash Position as of June 30, 2022 for District No. 1.

Following review, the District No. 1 Board tabled this item pending revisions to the unaudited financial statements and Schedule of Cash Position by the Districts' accountant.

LEGAL MATTERS

There were no legal matters at this time.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Proposals for Trash Collection (District 1): The District No. 1 Board reviewed proposals for trash collection for District 1 as presented by Mr. Fransen.

Following review, upon motion duly made by Director Ripley, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 1 Board approved the proposal from Ranch Creek Waste for weekly garage service for single-family residences only to begin on October 1, 2022, in the amount of \$100.00 per month for each residence.

Resolution Providing for the Imposition of a Single-Family Residential Trash Collection Fee (District Nos. 2 and 3): The District No. 2 and 3 Boards reviewed a Resolution Providing for the Imposition of a Single-Family Residential Trash Collection Fee for District Nos. 2 and 3.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 2 and 3 Boards adopted the Resolution Providing for the Imposition of a Single-Family Residential Trash Collection Fee for District Nos. 2 and 3.

Delegation of Authority for Capital Projects Change Order Issuance (District No. 1): The District No. 1 Board entered into discussion regarding the delegation of authority for capital projects change order issuance.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board authorized the District Engineer and District Manager to approve capital contract change orders for execution by the Board President up to an aggregate amount not to exceed 5% of the total contract compensation amount, with the Board ratification at a later date.

RECORD OF PROCEEDINGS

OTHER BUSINESS

None.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

**Roam 1-3 Metropolitan District
August-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
IDES, LLC	37230	6/30/2022	6/30/2022	\$ 3,306.66	Engineering	3690
Icenogle Seaver Pogue	22072	7/31/2022	7/31/2022	\$ 5,603.77	Legal	1675
Special District Management Services	D1 07/2022	7/31/2022	7/31/2022	\$ 1,036.00	Accounting	1612
Special District Management Services	D1 07/2022	7/31/2022	7/31/2022	\$ 29.60	Election	1635
Special District Management Services	D1 07/2022	7/31/2022	7/31/2022	\$ 1,263.20	Management	1680
Special District Management Services	D1 07/2022	7/31/2022	7/31/2022	\$ 3.20	Miscellaneous	1685
Special District Management Services	D2 07/2022	7/31/2022	7/31/2022	\$ 236.80	Accounting	1612
Special District Management Services	D2 07/2022	7/31/2022	7/31/2022	\$ 29.60	Election	1635
Special District Management Services	D2 07/2022	7/31/2022	7/31/2022	\$ 345.60	Management	1680
Special District Management Services	D3 07/2022	7/31/2022	7/31/2022	\$ 14.80	Accounting	1612
Special District Management Services	D3 07/2022	7/31/2022	7/31/2022	\$ 29.60	Election	1635
Special District Management Services	D3 07/2022	7/31/2022	7/31/2022	\$ 123.60	Management	1680
				\$12,022.43		

Roam 1-3 Metropolitan District
August-22

	General	Debt	Enterprise	Totals
Disbursements	8,715.77 \$	-	\$ 3,306.66	\$ 12,022.43
Total Disbursements from Checking Acct	\$8,715.77	\$0.00	\$3,306.66	\$12,022.43

**Roam 1-3 Metropolitan District
September-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allegiant Management Llc	0004700-IN	7/31/2022	7/31/2022	\$ 292.50	Covenant Control/Comm Mgmt	1710
IDES, LLC	37231	7/31/2022	7/31/2022	\$4,082.50	Engineering	3690
Icenogle Seaver Pogue	22221	8/31/2022	8/31/2022	\$2,366.14	Legal	1675
Special District Management Services	D1 08/2022	8/31/2022	8/31/2022	\$ 547.60	Accounting	1612
Special District Management Services	D1 08/2022	8/31/2022	8/31/2022	\$2,101.60	Management	1680
Special District Management Services	D1 08/2022	8/31/2022	8/31/2022	\$ 2.20	Miscellaneous	1685
Special District Management Services	D2 08/2022	8/31/2022	8/31/2022	\$ 103.60	Accounting	1612
Special District Management Services	D2 08/2022	8/31/2022	8/31/2022	\$ 118.40	Management	1680
Special District Management Services	D3 08/2022	8/31/2022	8/31/2022	\$ 14.80	Accounting	1612
Special District Management Services	D3 08/2022	8/31/2022	8/31/2022	\$ 118.40	Management	1680
				\$9,747.74		

**Roam 1-3 Metropolitan District
September-22**

	General		Debt		Enterprise		Totals
Disbursements	5,665.24	\$	-	\$	4,082.50	\$	9,747.74
						\$	-
Total Disbursements from Checking Acct	\$5,665.24		\$0.00		\$4,082.50		\$9,747.74

ROAM METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
June 30, 2022

	Operating	Debt Service	Capital Projects	Total
Checking:				
Cash in Bank - FirstBank	\$ -	\$ 75,928.57	\$ 14,305.00	\$ 90,233.57
TOTAL FUNDS:	\$ -	\$ 75,928.57	\$ 14,305.00	\$ 90,233.57

2022 Mill Levy Information

General Fund	0.000
Debt Service Fund	20.000
Total	20.000

Board of Directors

Blake Johnson
 Jolene Larson
 Robert Cyman
 Robert Klane
 Brian Ripley

* authorized signer on the checking account

ROAM METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

June 30, 2022

ROAM METROPOLITAN DISTRICT NO. 1
Combined Balance Sheet - All Fund Types and Account Groups
June 30, 2022

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets					
Cash in Bank - FirstBank	\$ -	\$ 75,929	\$ 14,305	\$ -	\$ 90,234
Total Current Assets	<u>-</u>	<u>75,929</u>	<u>14,305</u>	<u>-</u>	<u>90,234</u>
Other Debits					
Amount to be Provided for Debt	-	-	-	319,625	319,625
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>319,625</u>	<u>319,625</u>
Total Assets	<u>\$ -</u>	<u>\$ 75,929</u>	<u>\$ 14,305</u>	<u>\$ 319,625</u>	<u>\$ 409,858</u>
Liabilities					
Accounts Payable	\$ 1,645	\$ -	\$ -	\$ -	\$ 1,645
Developer Construction Funds	-	-	14,171	-	14,171
Dev Adv - Operations	-	-	-	231,308	231,308
Dev Adv - Ops Accrued Int	-	-	-	17,007	17,007
Dev Adv - Capital	-	-	-	66,943	66,943
Dev Adv - Cap Accrued Int	-	-	-	4,367	4,367
Total Liabilities	<u>1,645</u>	<u>-</u>	<u>14,171</u>	<u>319,625</u>	<u>335,441</u>
Fund Balance					
Fund Balance	(18,850)	-	(4,352)	-	(23,202)
Current Year Earnings	17,205	75,929	4,486	-	97,619
Total Fund Balances	<u>(1,645)</u>	<u>75,929</u>	<u>134</u>	<u>-</u>	<u>74,418</u>
Total Liabilities and Fund Balance	<u>\$ 0</u>	<u>\$ 75,929</u>	<u>\$ 14,305</u>	<u>\$ 319,625</u>	<u>\$ 409,858</u>

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 30, 2022
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 18,281	\$ 64,801	\$ 190,000	\$ (125,199)	34.1%
Total Revenues	<u>18,281</u>	<u>64,801</u>	<u>190,000</u>	<u>(125,199)</u>	<u>34.1%</u>
Expenditures					
Audit	-	-	600	600	-
Accounting	3,759	6,586	11,000	4,414	59.9%
Management	4,200	5,548	13,000	7,452	42.7%
Election	104	104	500	396	20.7%
Insurance/SDA Dues	-	8,472	10,000	1,528	84.7%
Legal	15,146	26,509	40,000	13,491	66.3%
Office, Newsletters & Other	-	-	1,000	1,000	0.0%
Miscellaneous	240	517	1,000	483	51.7%
Road Maintenance	-	-	25,000	25,000	0.0%
Landscape Maintenance	-	-	50,000	50,000	0.0%
River Maintenance	-	-	10,000	10,000	0.0%
Contingency	-	-	19,296	19,296	0.0%
Emergency Reserve	-	-	5,704	5,704	0.0%
	<u>23,450</u>	<u>47,735</u>	<u>187,100</u>	<u>139,365</u>	<u>25.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	(5,169)	17,066	2,900	14,166	
Other Financing Sources (Uses)					
Transfer from District No. 3	138	139	145	(6)	
Total Other Financing Sources (Uses)	<u>138</u>	<u>139</u>	<u>145</u>	<u>(6)</u>	
Change in Fund Balance	(5,031)	17,205	3,045	14,160	
Beginning Fund Balance	3,386	(18,850)	5,486	(24,336)	
Ending Fund Balance	<u>\$ (1,645)</u>	<u>\$ (1,645)</u>	<u>\$ 8,531</u>	<u>\$ (10,176)</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 6 Months Ending,
June 30, 2022

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue	\$ 495	\$ 495	\$ 495	\$ (0)	99.9%
Specific Ownership Tax	7	19	30	(11)	62.6%
Total Revenues	<u>502</u>	<u>513</u>	<u>525</u>	<u>(12)</u>	<u>97.8%</u>
Expenditures					
Treasurer's Fees	25	25	25	0	98.9%
Total Expenditures	<u>25</u>	<u>25</u>	<u>25</u>	<u>0</u>	<u>98.9%</u>
Excess (Deficiency) of Revenues Over Expenditures	477	489	500	(11)	
Transfers and Other Sources (Uses)					
Transfer to District No. 2	-	-	(500)	500	
Transfer from District No. 2	45,556	75,440	-	75,440	
Total Transfers and Other Sources (Uses)	<u>45,556</u>	<u>75,440</u>	<u>(500)</u>	<u>75,940</u>	
Change in Fund Balance	46,033	75,929	-	75,929	
Beginning Fund Balance	29,895.18	-	-	-	
Ending Fund Balance	<u>\$ 75,929</u>	<u>\$ 75,929</u>	<u>\$ -</u>	<u>\$ 75,929</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 6 Months Ending
June 30, 2022

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Developer Advance	\$ 8,215	\$ 21,946	\$ -	\$ 21,946	-
Total Revenues	<u>8,215</u>	<u>21,946</u>	<u>-</u>	<u>21,946</u>	<u>-</u>
Expenditures					
Engineering	9,140	17,460	150,000	132,540	11.6%
Neighborhood Park	-	-	500,000	500,000	0.0%
Pedestrian Bridge	-	-	250,000	250,000	0.0%
Landscaping	-	-	100,000	100,000	0.0%
Vehicle Bridge	-	-	1,000,000	1,000,000	0.0%
Pond Work	-	-	600,000	600,000	0.0%
Road Work & Utilities	3,064	76,458	1,600,000	1,523,542	4.8%
Meadow Homes Pedestrian System	-	-	1,200,000	1,200,000	0.0%
Pedestrian Paths	-	-	300,000	300,000	0.0%
In-Town Condos Infrastructure	-	-	100,000	100,000	0.0%
Monument Sign	-	-	100,000	100,000	0.0%
Total Expenditures	<u>12,204</u>	<u>93,918</u>	<u>5,900,000</u>	<u>5,806,082</u>	<u>1.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	(3,989)	(71,973)	(5,900,000)	5,828,027	
Other Financing Sources (Uses)					
Transfer from District No. 2	3,064	76,458	14,550,841	(14,474,383)	
Developer Advance Reimb	-	-	(8,650,841)	8,650,841	
Total Other Financing Sources (Uses)	<u>3,064</u>	<u>76,458</u>	<u>5,900,000</u>	<u>(5,823,542)</u>	
Change in Fund Balance	(925)	4,486	-	4,486	
Beginning Fund Balance	5,411	-	-	-	
Ending Fund Balance	<u>\$ 4,486</u>	<u>\$ 4,486</u>	<u>\$ -</u>	<u>\$ 4,486</u>	

ROAM METROPOLITAN DISTRICT NO 1
Assessed Value, Property Tax and Mill Levy Information

2021 Actual	2022 Adopted Budget	2023 Preliminary Budget
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Assessed Valuation	\$	29,620	\$	24,730	\$	40,460
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Mill Levy

General Fund		55.664		-		-
Debt Service Fund		-		20.000		20.000
Refunds and Abatements		-		-		-
		55.664		20.000		20.000

Total Mill Levy		<u>55.664</u>		<u>20.000</u>		<u>20.000</u>
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Property Taxes

General Fund	\$	1,649	\$	-	\$	-
Debt Service Fund		-		495		809
Refunds and Abatements		-		-		-
		1,649		495		809

Actual/Budgeted Property T	\$	<u>1,649</u>	\$	<u>495</u>	\$	<u>809</u>
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ROAM METROPOLITAN DISTRICT NO 1

**GENERAL FUND
2023 Preliminary Budget
with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated**

	2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary
BEGINNING FUND BALANCE	\$ 5,354	\$ (18,850)	\$ 5,486	\$ (18,850)	\$ 10,719
REVENUE					
Property Tax Revenue	1,649	-	-	-	-
Specific Ownership Taxes	118	-	-	-	-
Total Revenue	1,767	-	-	-	-
Total Funds Available	7,121	(18,850)	5,486	(18,850)	10,719
EXPENDITURES					
Accounting	14,308	7,222	11,000	11,000	12,000
Audit	616	-	600	-	-
Management	14,760	6,797	13,000	13,000	14,100
Election	-	104	500	104	150
Insurance/SDA Dues	8,525	8,472	10,000	8,472	10,000
Legal	51,470	30,416	40,000	40,000	40,000
Office, Newsletters & Other	-	-	1,000	-	-
Miscellaneous	1,687	667	1,000	1,000	1,000
Treasurer's Fees	82	-	-	-	-
Covenant Control/Comm Mgmt	-	930	-	2,000	5,000
Road Maintenance	-	-	25,000	15,000	25,000
Landscape Maintenance	-	-	50,000	10,000	50,000
River Maintenance	-	-	10,000	-	10,000
Contingency	-	-	19,296	-	20,000
Total Expenditures	91,448	54,607	181,396	100,576	187,250
Transfers and Other Sources (Uses)					
Emergency Reserve	-	-	(5,704)	-	-
Developer Advance	63,418	76,465	190,000	130,000	190,000
Transfer from District No. 2	3,061	-	-	-	-
Transfer from District No. 3	58	140	145	145	149
Transfer to Capital Proj Fund	(1,059)	-	-	-	-
Total Expenditures Requiring Appropriation	92,507	54,607	187,100	100,576	187,250
ENDING FUND BALANCE	\$ (18,850)	\$ 3,148	\$ 8,531	\$ 10,719	\$ 13,618

ROAM METROPOLITAN DISTRICT NO 1

DEBT SERVICE FUND

2023 Preliminary Budget

with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated

	2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary Budget
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE					
Property Tax Revenue	-	495	495	495	809
Specific Ownership Tax	-	22	30	30	49
Total Revenue	-	516	525	525	858
Total Funds Available	-	516	525	525	858
EXPENDITURES					
Treasurer's Fees	-	25	25	25	40
Total Expenditures	-	25	25	25	40
Transfers and Other Sources (Uses)					
Transfer to District No. 2	-	-	(500)	(500)	(818)
Transfer from District No. 2	-	81,333	-	-	-
Total Expenditures Requiring Appropriation	-	25	525	525	858
ENDING FUND BALANCE	\$ -	\$ 81,825	\$ -	\$ -	\$ 0

ROAM METROPOLITAN DISTRICT NO 1
CAPITAL PROJECTS FUND
2023 Preliminary Budget
with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated

		2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary Budget
3-501	BEGINNING FUND BALANCE	\$ -	\$ (4,352)	\$ -	\$ -	\$ -
	REVENUE	-	-	-	-	-
	Total Revenue	-	-	-	-	-
	Total Funds Available	-	(4,352)	-	-	-
	EXPENDITURES					
3-690	Engineering	23,795	19,719	150,000	70,000	150,000
3-700	Neighborhood Park	-	-	500,000	-	825,000
3-705	Pedestrian Bridge	-	-	250,000	-	350,000
3-710	Landscaping	-	-	100,000	-	100,000
3-715	Vehicle Bridge	-	-	1,000,000	-	1,500,000
3-720	Pond Work	-	-	600,000	-	750,000
3-725	Road Work & Utilities	-	76,458	1,600,000	76,458	1,600,000
3-730	Meadow Homes Pedestrian System	-	-	1,200,000	-	1,200,000
3-735	Pedestrian Paths	-	-	300,000	-	300,000
3-740	In-Town Condos Infrastructure	-	-	100,000	-	100,000
3-745	Monument Sign	-	-	100,000	-	100,000
	Total Expenditures	23,795	96,177	5,900,000	146,458	6,975,000
	Transfers and Other Sources (Uses)					
3-595	Transfer from District No. 2	-	76,458	14,550,841	76,458	6,975,000
3-550	Developer Advance	18,385	25,129	-	70,000	-
3-560	Transfer from General Fund	1,059	-	-	-	-
3-895	Developer Advance Reimb	-	-	(8,650,841)	-	-
	Total Expenditures Requiring Appropriation	23,795	96,177	14,550,841	146,458	6,975,000
	ENDING FUND BALANCE	\$ (4,352)	\$ 1,059	\$ -	\$ -	\$ -

ROAM METROPOLITAN DISTRICT NO 2
Assessed Value, Property Tax and Mill Levy Information

2021 Actual	2022 Adopted Budget	2023 Preliminary Budget
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Assessed Valuation	\$	54,180	\$	1,722,540	\$	2,998,070
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Mill Levy

General Fund	55.664	-	-	-	-
Debt Service Fund	-	55.664	-	55.664	55.664
Refunds and Abatements	-	-	-	-	-
	-	-	-	-	-

Total Mill Levy	<u>55.664</u>	<u>55.664</u>	<u>55.664</u>	<u>55.664</u>	<u>55.664</u>
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Property Taxes

General Fund	\$	3,016	\$	-	\$	-
Debt Service Fund	-	-	95,883	-	166,885	-
Refunds and Abatements	-	-	-	-	-	-
	-	-	-	-	-	-

Actual/Budgeted Property Taxes	<u>\$</u>	<u>3,016</u>	<u>\$</u>	<u>95,883</u>	<u>\$</u>	<u>166,885</u>
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ROAM METROPOLITAN DISTRICT NO 2

GENERAL FUND
2023 Preliminary Budget
with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated

	2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary Budget
BEGINNING FUND BALANCE	\$ -	\$ 20	\$ -	\$ 20	\$ 20
REVENUE					
Property Taxes	3,016	-	-	-	-
Specific Ownership Taxes	<u>216</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenue	3,232	-	-	-	-
Total Funds Available	<u>3,232</u>	<u>20</u>	<u>-</u>	<u>20</u>	<u>20</u>
EXPENDITURES					
Treasurer's Fees	151	-	-	-	-
Total Expenditures	<u>151</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers and Other Uses					
Transfer to District No. 1	(3,061)	-	-	-	-
Total Expenditures Requiring Appropriation	<u>3,212</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 20</u>	<u>\$ 20</u>	<u>\$ -</u>	<u>\$ 20</u>	<u>\$ 20</u>

ROAM METROPOLITAN DISTRICT NO 2

DEBT SERVICE FUND

2023 Preliminary Budget

with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated

	2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary Budget
BEGINNING FUND BALANCE	\$ -	\$ 21,152,500	\$ -	\$ 21,152,500	\$ 21,080,981
REVENUE					
Property Tax Revenue	-	82,878	95,883	95,883	166,885
Specific Ownership Tax	-	2,427	5,753	5,753	10,013
Interest Income	-	75,901	250	210,000	100,000
Total Revenue	-	161,206	101,886	311,636	276,898
Total Funds Available	-	21,313,706	101,886	21,464,136	21,357,879
EXPENDITURES					
Bond Interest	-	-	91,592	301,342	263,372
Bond Issuance Costs	722,500	-	-	-	-
Treasurer's Fees	-	4,152	4,794	4,794	8,344
Paying Agent/Trustee Fees	-	2,110	6,000	6,000	6,000
Total Expenditures	722,500	6,262	102,386	312,136	277,716
Transfers and Other Sources (Uses)					
Bond Proceeds	21,875,000	4,939	-	4,939	-
Transfer from Bond Trustee	-	-	14,550,841	-	-
Transfer from District No. 1	-	-	500	500	818
Transfer to District No. 1	-	(76,458)	(14,550,841)	(76,458)	(6,975,000)
Total Expenditures Requiring Appropriation	722,500	82,720	14,653,227	388,594	7,252,716
ENDING FUND BALANCE	\$ 21,152,500	\$ 21,235,925	\$ -	\$ 21,080,981	\$ 14,105,981

ROAM METROPOLITAN DISTRICT NO 3
Assessed Value, Property Tax and Mill Levy Information

2021 Actual	2022 Adopted Budget	2023 Preliminary Budget
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Assessed Valuation	\$	1,020	\$	2,860	\$	2,940
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Mill Levy

General Fund	55.664	50.000		50.000		50.000
Debt Service Fund	-	-		-		-
Refunds and Abatements	-	-		-		-

Total Mill Levy	<u>55.664</u>	<u>50.000</u>		<u>50.000</u>		<u>50.000</u>
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Property Taxes

General Fund	\$ 57	\$ 143		\$ 147		
Debt Service Fund	-	-		-		-
Refunds and Abatements	-	-		-		-

Actual/Budgeted Property T	<u>\$ 57</u>	<u>\$ 143</u>		<u>\$ 147</u>		
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ROAM METROPOLITAN DISTRICT NO 3

**GENERAL FUND
2023 Preliminary Budget
with 2021 Actual, 2022 Adopted Budget, and 2022 Estimated**

	2021 Actual	01/22-07/22 YTD Actual	2022 Adopted Budget	2022 Estimated	2023 Preliminary Budget
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE					
Property Taxes	57	143	143	143	147
Specific Ownership Taxes	<u>4</u>	<u>4</u>	<u>9</u>	<u>9</u>	<u>9</u>
Total Revenue	61	147	152	152	156
Total Funds Available	<u>61</u>	<u>147</u>	<u>152</u>	<u>152</u>	<u>156</u>
Treasurer's Fees	<u>3</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Total Expenditures	<u>3</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
Transfers and Other Uses					
Transfer to District No. 1	(58)	(140)	(145)	(145)	(149)
Total Expenditures Requiring Appropriation	61	147	152	152	156
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 0</u>

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 29th day of August, 20 22, by and between Roam Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **Kumar & Associates, Inc** (“Contractor”), collectively, the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure Observation & Testing services relating to the operation and maintenance of certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience in providing such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as are needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such 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:

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing such services described in Section 2 of this Agreement, subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services pursuant to the terms and conditions set forth herein.

2. Scope of Services. Contractor shall perform the Services for the District as outlined in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). The District may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 16 hereof. No amendment to provide for a change in Services that results in an increase in the Contractor’s compensation shall be authorized and executed by the District unless sufficient funds

have been appropriated by the District for payment of the increased compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) 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 staff and consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority; and

(5) 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 Contractor shall be the obligations of Contractor who shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subcontractors. Contractor is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Contractor pursuant to Section 10 hereof.

D. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

3. Compensation. Contractor shall be paid an amount not to exceed each Work Order, as set forth in **Exhibit A** attached hereto and incorporated herein by reference, and in accordance with the procedures set forth in this Section 3, which amount has been budgeted and appropriated by the District for the current year of performance of the Services . Contractor shall not receive additional compensation for any change in Services provided to the District unless the District and Contractor have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to Contractor. Any amendments to this Agreement resulting in additional compensation to be paid by the District to Contractor shall be subject to annual appropriations by the District as set forth in Section 13 hereof. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that costs for Services set forth in Exhibit A and charged to the District do not include sales and use taxes.

A. Monthly Reports and Invoices. Contractor shall submit to the District monthly reports in a form acceptable to the District which describe the work completed to date and the work yet to be performed, and summarizes costs paid to date by the District and the amount currently due to Contractor. Contractor shall submit its report together with its invoice to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. In the event inspected services are not accepted for payment by the District, the terms of Section 3.B. herein shall apply.

B. Inspection of Services. The District may inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire upon completion

of the Services; provided that, in the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated. Upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Contractor's expense. Upon payment to Contractor for its Services, the District shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Contractor shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7. Insurance.

(A) Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

In addition, unless otherwise marked "No," the following coverage shall be obtained by Contractor, on an occurrence basis:

(1) Performance Bond

Included: Yes No

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to

insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a “completed value” form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes No

(3) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes No

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers’ compensation insurance). The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

E. Notice. Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees, and agents.

F. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

G. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Workers Without Authorization.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the District, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Paragraph 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

B. Prohibited Acts. Contractor shall not (1) knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement; or (2) enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall (i) notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required herein, the subcontractor does not stop employing or contracting with a worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Paragraph 8 of the Agreement.

E. Breach. If Contractor violates a provision of this Paragraph 8, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Paragraph 8 of the Agreement and the District terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the District of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the District.

9. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural,

engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder, including for any changes in Services authorized pursuant to an amendment to this Agreement as set forth Section 2 hereof, are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year. Any extension of this Agreement, as set forth in an amendment hereto, shall be subject to annual appropriations by the District.

14. Annual Bidding. The District shall be entitled to bid each calendar year's services pursuant to this Agreement as it deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any budget year.

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Independent District Engineering Services
Attention: Brandon Collins
1626 Cole Boulevard, Suite 125
Lakewood, Colorado 80401
Email: brandoncollins@idesllc.com

With a Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Contractor: Kumar & Associates, Inc
Attention: Jim Noll
240 Annie Road, Drawer 1887
Summit County, Colorado 80498
Email: jnoll@kumarusa.com

16. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

17. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums or amendments attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibits, addendums, and/or amendments and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any such exhibits, addendums, or amendments, the provisions of this Agreement shall prevail.

24. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

26. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

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

ROAM METROPOLITAN DISTRICT NO. 1

By: _____
Its: _____

KUMAR & ASSOCIATES, INC

James A. Noll
By: James A. Noll
Its: President

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT A-1 TO WORK ORDER #1

SCOPE OF SERVICES

**WORK ORDER #1
TO SERVICES AGREEMENT**

This Work Order is made and entered into this 29 day of August, 2022, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the “District”), and **KUMAR & ASSOCIATES, INC** (“Consultant”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Services Agreement between the District and Consultant, dated August 29, 2022 (the “Agreement”).

1. Services. The Services to be provided by Consultant pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto.

2. Compensation. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services based on a time and materials basis, not to exceed a total amount of \$8,990.00, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in the Services Agreement. The District has appropriated sufficient funds to compensate Consultant for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Consultant in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on August 1, 2022, and shall terminate on December 31, 2022 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Work Order executed by the District and the Consultant. Any Work Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Work Order, as set forth in the Services Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 29 day of August, 2022.

ROAM METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

KUMAR & ASSOCIATES, INC

James A. Noll

By: *James A. Noll*

Its: *CEO*

An Employee Owned Company

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

February 23, 2022

Independent District Engineering Services

Attn: Ms. Kim Fiore, PE

1626 Cole Blvd, Suite 125

Lakewood, CO 80401

kimfiore@idesllc.com

Proposal No. P6-22-117-R

Subject: Proposal to Provide Construction Observation and Materials Testing Services for the Proposed Roam Cabins Phase 1, Winter Park, Colorado.

Dear Mr. Fiore:

Kumar & Associates, Inc. is pleased to submit this proposal for providing construction observation and materials testing services for the proposed Roam Cabins Phase 1, Winter Park, Colorado.

Earthwork Observation and Testing

Kumar & Associates will provide a qualified engineering technician, on an as needed basis, to observe site earthwork activities. In-place densities will be performed to monitor compaction of soils with a nuclear moisture-density gauge. Proof roll observations may be substituted for areas that are judged too rocky to test by the nuclear method and where applicable. A daily report will be prepared each day that the engineering technician is on site. The daily reports will include general observations of site work, suitability of materials used, test locations, in-place moisture and densities of materials tested, percent compaction at test locations, notification of any unsatisfactory work observed or tested, and corrective action undertaken. All soils laboratory testing necessary for this project will be performed in accordance with current ASTM and AASHTO test methods and the project specifications.

Cast-In-Place Concrete Observation and Testing

Kumar & Associates will provide an ACI certified technician to perform quality control testing of the fresh concrete. We anticipate that one set of four, 4" x 8" test cylinders will be cast along with field testing of the concrete. Our testing and observations will include: monitoring batch tickets to determine if the appropriate mix is being placed, batch time to placement time, environmental conditions, ambient and concrete temperatures, water to cement ratios, concrete slump test, entrained air content test, wet unit weight test, and cast test cylinders for compressive strength determination. All concrete testing necessary for this project will be performed in accordance with current ASTM and AASHTO test methods and the project specifications. All concrete cylinders will be field cured per ASTM C-31, then transported to our Silverthorne laboratory within 48 hours after casting.

Asphalt Paving Observation and Testing

We understand that hot bituminous asphalt pavement mix will be placed for this project. Kumar & Associates will provide a qualified engineering technician to test the asphalt paved areas. In-place density testing will be performed on the asphalt using current CDOT test methods. A daily report will be prepared each day that the engineering technician is on site. The daily reports will

include general observations of work, test locations, in-place densities of materials tested, percent compaction at test locations, notification of any unsatisfactory work observed or tested, and corrective action undertaken.

Engineering, Supervision and Clerical

Kumar & Associates will provide project administration, supervision by a professional engineer, and project management throughout the duration of this project. Included in these services are typing reports, review of all field reports, and preparing laboratory test reports and figures.

FEE ESTIMATE

Based on the scope of work, information provided and our experience on similar projects in which we have completed in the past, a breakdown of the proposed fee estimate to complete the services is as follows:

Engineering and Technician Fees

Project Manager: 15 hrs. @ \$130/hr.....	\$ 1,950.00
Word Processing/Drafting: 10 hrs. @ \$50/hr.....	\$ 550.00
CMT Technician: 80 hrs. @ \$60/hr.....	\$ 4,800.00
Subtotal	\$7,300.00

Laboratory Testing

Soils

3 Standard Proctor @ \$100/ea.	\$ 300.00
3 Atterberg Limits @ \$75/ea.	\$ 225.00
3 Gradation @ \$115/ea.	\$ 345.00

Concrete

20 Compressive Strength Cylinders @ \$15/ea.	\$ 300.00
---	-----------

Asphalt

2 Asphalt Content/Gradation/Specific Gravity @ \$260/ea.	\$ 520.00
Subtotal.....	\$1,690.00

Total Materials Testing Fee Estimate..... \$8,990.00

Our hourly personnel rates are based upon an 8 hour day and a five day work week. Overtime hours required for your project will be billed at 1.5 times our hourly rate for hours over 8 per day, Saturday, Sunday, and holidays. We will make every effort to minimize overtime hours on your project.

The actual observation and testing schedule required for this project may vary depending upon changes in project scope, construction sequence, weather conditions, equipment or supply problems beyond our control, or other unforeseen circumstances. Please be aware that if certain phases of construction are carried out simultaneously, some of our fees may be reduced or combined. The billing for our services will be based on our hourly and unit costs presented in this proposal and in accordance with the attached fee schedule. Invoices will be submitted monthly, based upon the categories detailed within this proposal. All out-of-scope work will be invoiced in accordance with our fee schedule and labeled on the invoice. Our normal terms and conditions for performing professional work, including a limitation of liability clause, are attached.

We look forward to our involvement on this project. Should you have any questions or comments pertaining to this proposal, please contact the undersigned.

Sincerely,
Kumar & Associates, Inc.



John Gowins
Construction Services & Laboratory Manager

Date: _____

Agreed to this _____ day of _____, 2022

Organization

By _____
Signature Printed Name

Attachments: Terms and Conditions
2021 CMT Fee Schedule

ENGINEERING AND FIELD TECHNICAL SERVICES

Principal Engineer.....	\$215.00/hr.
Senior Project Engineer/Geologist/Manager.....	\$150.00/hr.
Project Engineer/Geologist/Scientist.....	\$120.00/hr.
Staff Engineer/Geologist/Scientist.....	\$95.00/hr.
Project Supervisor.....	\$130.00/hr.
Construction Inspector I.....	\$70.00/hr.
Construction Inspector II.....	\$80.00/hr.
Environmental Specialist/Scientist.....	\$120.00/hr.
Environmental Field Technician/Geologist.....	\$90.00/hr.
Safety Professional.....	\$115.00/hr.
Project Administrator.....	\$120.00/hr.
Staff Administrator.....	\$80.00/hr.
Exploration Field Engineer/Technician/Geologist.....	\$80.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation.....	\$65.00/hr.
▪ Concrete.....	\$55.00/hr.
▪ Soils, Reinforcing Steel, Asphalt.....	\$57.00/hr.
▪ Piers, Masonry.....	\$65.00/hr.
▪ Fireproofing.....	\$80.00/hr.
▪ Post-Tensioning.....	\$65.00/hr.
▪ Floor Flatness.....	\$85.00/hr.
▪ Structural Steel.....	\$85.00/hr.
▪ UL Fire Stop Inspection.....	Call for Pricing
Laboratory Technician/Sample Preparation.....	\$50.00/hr.
Word Processing.....	\$55.00/hr.
Drafting.....	\$90.00/hr.
OTHER DIRECT CHARGES	
Out of Town Expenses, Travel, Rental, Etc.....	Cost + 15%

LABORATORY TESTING

SOILS	CONCRETE AND MASONRY (continued)
Moisture Content (ASTM D2216).....	\$10.00 ea.
Moisture Content & Density (ASTM D2216).....	\$15.00 ea.
Gradation (ASTM D6913).....	\$85.00 ea.
Hydrometer (ASTM D7928).....	\$90.00 ea.
Double Hydrometer (ASTM D4221).....	\$225.00 ea.
Percent Less than #200 Sieve (ASTM D1140).....	\$30.00 ea.
Atterberg Limits (ASTM D4318) Method A.....	\$75.00 ea.
Atterberg Limits (ASTM D4318) Method B.....	\$50.00 ea.
Standard Proctor (ASTM D698).....	\$100.00 ea.
Modified Proctor (ASTM D1557).....	\$120.00 ea.
Soil/Cement Proctor (ASTM D558).....	\$135.00 ea.
Proctor Checkpoint (ASTM D698 or ASTM D1557).....	\$50.00 ea.
Relative Density (ASTM D4253 and ASTM D4254).....	\$175.00 ea.
Specific Gravity (ASTM D854).....	\$90.00 ea.
Standard Swell-Consolidation (ASTM D4546).....	\$75.00 ea.
Air Dried Swell-Consolidation (ASTM D4546).....	\$90.00 ea.
Remolded Swell-Consolidation (ASTM D4546).....	\$120.00 ea.
Time/Consolidation (ASTM D2435).....	\$325.00 ea.
Unconfined Compressive Strength (ASTM D2166).....	\$70.00 ea.
Slake Durability (ASTM D4644).....	\$100.00 ea.
Pinhole Dispersion (ASTM D4647).....	\$150.00 ea.
Crumb Test (ASTM D6572).....	\$50.00 ea.
Water Soluble Sulfates (AASHTO T290, CP-L 2103).....	\$50.00 ea.
pH (ASTM E70).....	\$50.00 ea.
Re-Dox (ASTM D1498).....	\$50.00 ea.
Sulfides (Hach Procedure).....	\$50.00 ea.
Chloride (AASHTO T291, CP-L 2104).....	\$50.00 ea.
Electrical Resistivity (ASTM G57).....	\$150.00 ea.
Organics (AASHTO T267).....	\$75.00 ea.
R-Value (ASTM D2844).....	\$350.00 ea.
California Bearing Ratio (ASTM D1883)	
1-point.....	\$150.00 ea.
California Bearing Ratio (ASTM D1883)	
3-point.....	\$400.00 ea.
Soil/Lime, Soil/Cement Mix Analysis.....	Call for Pricing
Freeze/Thaw (ASTM D560).....	\$400.00 ea.
Wet/Dry (ASTM D559).....	\$400.00 ea.
Compressive Strength of Soil-Cement (ASTM D1633).....	\$70.00 ea.
Direct Shear/per point (ASTM D3080)	
Unconsolidated-Undrained (Quick Test).....	\$150.00 ea.
Residual Strength, Additional Per Carriage Reversal.....	\$50.00 ea.
Drained Tests Quoted on Project-Specific Basis	
Carbonate Content (ASTM D4373).....	\$150.00 ea.
Thermal Resistivity (ASTM D5334).....	\$150.00/pt.
Remolded Thermal Resistivity (ASTM D5334).....	\$250.00/pt.
FIREPROOFING	
Density and Moisture Content (ASTM E605).....	\$50.00 ea.
Bond Strength (ASTM E736).....	\$35.00 ea.
MISCELLANEOUS	
Concrete/Asphalt Coring.....	\$100.00/hr.
CONCRETE AND MASONRY	
Concrete Compressive Strength (ASTM C39) 4x8.....	\$15.00 ea.
Concrete Compressive Strength (ASTM C39) 6x12.....	\$20.00 ea.
Cylinders Cast by Others.....	\$20.00 ea.
Concrete Flexural Strength (ASTM C78).....	\$70.00 ea.
Compressive Strength, Length and Density of Concrete Cores (ASTM C42).....	\$70.00 ea.
Splitting Tensile Strength (ASTM C496).....	\$35.00 ea.
Floor Profiling.....	\$75.00/hr.
Concrete Mix Analysis.....	Call for Pricing
Compressive Strength Mortar Cubes (ASTM C109/109M).....	\$25.00 ea.
Compressive Strength of Grout.....	\$25.00 ea.
Masonry Prisms Compressive Strength (ASTM C1314)	
Hollow Prism.....	\$70.00 ea.
Grout Filled Prism.....	\$75.00 ea.
Concrete Masonry Units	
Compressive Strength of Hollow Block.....	\$35.00 ea.
Absorption Analysis (set of 3).....	\$50.00/set
Trimming of Laboratory Specimens.....	\$50.00/hr.
Maturity Meter Calibration Curve.....	\$500.00 ea.
Maturity Meter Logger.....	\$65.00 ea.
Calcium Chloride Moisture Test Kits.....	\$25.00 ea.
Relative Humidity Logger.....	\$45.00 ea.
Concrete Set Time (ASTM C403).....	\$100.00 ea.
AGGREGATES	
Moisture Content (ASTM D2216).....	\$10.00 ea.
Sieve Analysis (ASTM C136).....	\$85.00 ea.
Percent Less than #200 Sieve (ASTM C117).....	\$30.00 ea.
Clay Lumps & Friable Particles (ASTM C142).....	\$60.00 ea.
Flat or Elongated Particle (CP33).....	\$60.00 ea.
Fractured Faces (CP45).....	\$60.00 ea.
Los Angeles Abrasion	
1 1/2" Maximum (ASTM C131).....	\$150.00 ea.
3" Maximum (ASTM C535).....	\$175.00 ea.
Sodium or Magnesium Sulfate Soundness (ASTM C88).....	\$375.00 ea.
Dry Rodded Unit Weight (ASTM C29).....	\$30.00 ea.
Specific Gravity and Absorption (ASTM C-127 / ASTM C128).....	\$90.00 ea.
Organic Impurities (AASHTO T21).....	\$50.00 ea.
Aggregate Durability Index (AASHTO T210).....	\$75.00 ea.
Sand Equivalent (AASHTO T176).....	\$75.00 ea.
Lightweight Particles (ASTM C123).....	\$150.00 ea.
Micro Deval (ASTM D6928).....	\$150.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate (ASTM C1260 and C1567).....	\$500.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate (ASTM C1260 and C1567).....	\$600.00 ea.
ASPHALT	
Asphalt Binder Content (CP-L 5120).....	\$100.00 ea.
Asphalt Binder Content/Gradation (CP-L 5120).....	\$225.00 ea.
Asphalt Content Correction Factor (CP-L 5120).....	\$350.00 ea.
Asphalt Aggregate Correction Factor (CP-L 5120).....	\$350.00 ea.
Asphalt Content/Nuclear Method (AASHTO T287).....	\$85.00 ea.
Nuclear Oven Calibration (AASHTO T287).....	\$350.00 ea.
Marshall Test, 3 Specimens (ASTM D1559).....	\$225.00 ea.
Bulk Specific Gravity and Thickness of Core (ASTM D1188 and D2726).....	\$40.00 ea.
Maximum Theoretical Specific Gravity (ASTM D2041).....	\$110.00 ea.
Superpave Gyrotory Compaction, 3 Specimens (CP-L 5115).....	\$200.00 ea.
Asphalt Mix Analysis.....	Call for Pricing
Lottman Testing (CP-L 5109).....	\$450.00 ea.
Hveem Stability (CP-L 5106).....	\$325.00 ea.

EXHIBIT B

CERTIFICATION REGARDING WORKER WITHOUT AUTHORIZATION

To: ROAM METROPOLITAN DISTRICT NO. 1

I, James A. Noll as CEO of Kumar & Associates, the prospective "Contractor" for that certain contract for Materials Testing services ("Agreement") to be entered into with Roam Metropolitan District No. 1, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the 29th of August, 2022

KUMAR & ASSOCIATES, INC

James A. Noll
By: James A. Noll
Its: CEO

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this 25 day of AUGUST, 2022, by and between ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **AzTec Consultants, Inc** ("Contractor"), collectively, the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure Surveying & Staking services relating to the operation and maintenance of certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience in providing such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as are needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such 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:

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing such services described in Section 2 of this Agreement, subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services pursuant to the terms and conditions set forth herein.

2. Scope of Services. Contractor shall perform the Services for the District as outlined in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). The District may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 16 hereof. No amendment to provide for a change in Services that results in an increase in the

Contractor's compensation shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the increased compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) 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 staff and consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority; and

(5) 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 Contractor shall be the obligations of Contractor who shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subcontractors. Contractor is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Contractor pursuant to Section 10 hereof.

D. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

3. Compensation. Contractor shall be paid an amount not to exceed the amount of work orders, as set forth in **Exhibit A** attached hereto and incorporated herein by reference, and in accordance with the procedures set forth in this Section 3, which amount has been budgeted and appropriated by the District for the current year of performance of the Services . Contractor shall not receive additional compensation for any change in Services provided to the District unless the District and Contractor have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to Contractor. Any amendments to this Agreement resulting in additional compensation to be paid by the District to Contractor shall be subject to annual appropriations by the District as set forth in Section 13 hereof. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that costs for Services set forth in Exhibit A and charged to the District do not include sales and use taxes.

A. Monthly Reports and Invoices. Contractor shall submit to the District monthly reports in a form acceptable to the District which describe the work completed to date and the work yet to be performed, and summarizes costs paid to date by the District and the amount currently due to Contractor. Contractor shall submit its report together with its invoice to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. In the event inspected services are not accepted for payment by the District, the terms of Section 3.B. herein shall apply.

B. Inspection of Services. The District may inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire upon completion of the Services; provided that, in the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated. Upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Contractor's expense. Upon payment to Contractor for its Services, the District shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Contractor shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor pursuant to this Agreement are not intended or

represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7. Insurance.

(A) Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

In addition, unless otherwise marked "No," the following coverage shall be obtained by Contractor, on an occurrence basis:

(1) Performance Bond

Included: Yes No

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects

fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes No

(3) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes No

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

E. Notice. Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees, and agents.

F. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon

District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

G. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Workers Without Authorization.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the District, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Paragraph 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

B. Prohibited Acts. Contractor shall not (1) knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement; or (2) enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall (i) notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required herein, the subcontractor does not stop employing or contracting with a worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Paragraph 8 of the Agreement.

E. Breach. If Contractor violates a provision of this Paragraph 8, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Paragraph 8 of the Agreement and the District terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the District of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the District.

9. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and

obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder, including for any changes in Services authorized pursuant to an amendment to this Agreement as set forth Section 2 hereof, are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year. Any extension of this Agreement, as set forth in an amendment hereto, shall be subject to annual appropriations by the District.

14. Annual Bidding. The District shall be entitled to bid each calendar year's services pursuant to this Agreement as it deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any budget year.

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Independent District Engineering Services
Attention: Brandon Collins, PE
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
Email: bcollins@idesllc.com

With a Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Contractor: AzTec Consultants, Inc
Attention: Thomas E. Kuttrus, PLS
300 East Mineral Ave, Suite 1
Littleton, CO 80122
Email: tkuttrus@azteconsultants.com

16. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

17. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums or amendments attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibits, addendums, and/or amendments and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any such exhibits, addendums, or amendments, the provisions of this Agreement shall prevail.

24. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

26. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

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

ROAM METROPOLITAN DISTRICT NO. 1

By: _____
Its: _____

AZTEC CONSULTANTS, INC

THOMAS E LUTTRUS
By: Thomas E Luttrus
Its: VP

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT FOR SERVICES

**WORK ORDER #1
TO SERVICES AGREEMENT**

This Work Order is made and entered into this 25th day of August, 2022, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the "District"), and **AZTEC CONSULTANTS, INC** ("Consultant"), collectively, the "Parties." Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Services Agreement between the District and Consultant, dated August 25, 2022 (the "Agreement").

1. Services. The Services to be provided by Consultant pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto.

2. Compensation. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services based on a time and materials basis, not to exceed a total amount of \$8,225.00, as set forth in **Exhibit A-1** attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in the Services Agreement. The District has appropriated sufficient funds to compensate Consultant for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Consultant in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on August 1, 2022, and shall terminate on December 31, 2022 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Work Order executed by the District and the Consultant. Any Work Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Work Order, as set forth in the Services Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 25 day of AUGUST, 2022.

ROAM METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

AZTEC CONSULTANTS, INC

THOMAS E KUTTRUS

By: *Thomas E Kuttrus*

Its: *VP*

EXHIBIT A-1 TO WORK ORDER #1

SCOPE OF SERVICES

August 22, 2022

Kim Fiore
Independent District Engineering Services (IDES)
1626 Cole Blvd, Suite 125
Lakewood, Colorado 80401

Re: Proposal to Provide Surveying Services for
Roam Cabins – Phase 1 (partial)
Winter Park, Colorado

Kim,

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Roam Cabins – Phase 1 (partial)** project located in Winter Park, Colorado. The following outlines our Scope of Services, Fee, Schedule, General Terms and Conditions.

Scope of Services

1. Storm Drain:

- Provide one set of offset stakes for construction of the storm drainage system.
- Stakes will be set on a predetermined offset from the mainline pipe and manholes, catch basins, inlets, junction structures, trickle channels and connector pipes at intervals of 25 feet for the first 100 feet, and then on intervals of 50 feet thereafter.
- Grades will be marked to inverts of pipes, finished elevation of manhole rims and top of curb for catch basins or inlets.

2. Conduit Crossings:

- Provide one set of offset stakes the installation of the conduit crossings.
- Stakes will be set on a predetermined offset from the ends of each crossing bank.
- Grades will be marked to finished grade.

3. Curb and Gutter:

- Provide one set of offset stakes for the construction of the curb and gutter.
- Stakes will be set on a predetermined offset from back of curb at intervals of 25 feet. Also offset stakes will be set at point of curvature or tangents, angle points, and point of compound or reverse curves.
- Grades will be marked to top back of concrete.

4. Service Marks:

- Provide a scribed X for each sanitary service and a scribed V for each water service on the installed curb face.



5. Property Corners:

- Provide brass washer and nail on an offset in concrete marking the front property corner.
- Provide one rebar and cap at all rear lot corners marked with a steel fence post.

6. As-builts:

- Provide a field survey of the asbuilt locations of the storm drain, waterline, and sanitary sewer pipes, provide a plot showing the asbuilt inverts of pipes, rim elevations, any change in rates, length of pipe.
- This information will be provided to the design engineer.

7. Miscellaneous Survey:

- Provide a field crew to provide survey for items not listed in the scope of services as requested by the owner and contractor.
- This item will be billed on a time and materials basis as needed.

Exclusions

The following items are specifically excluded from this proposal. If sufficient time is given, fees for these items can be provided prior to start of services.

1. Topography checks and calculations of quantities for site balance or removals.
2. Construction staking for retaining walls and landscaping.
3. Construction staking for detached walk that is a typical distance from back of curb.
4. Construction staking of signs.
5. Any item not listed on the Scope of Services.

Fees

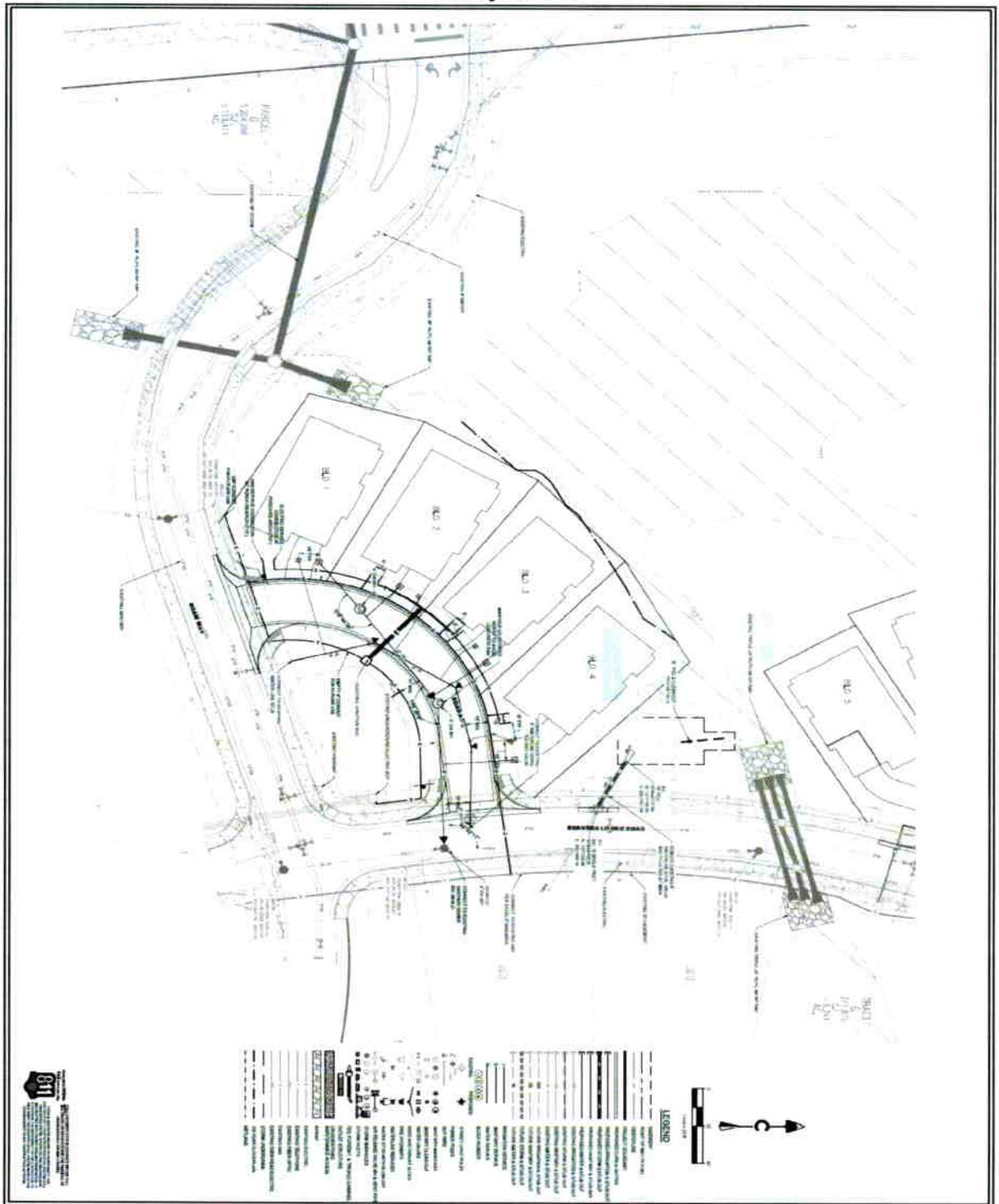
The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice.

1. Storm Drain.....	\$950
2. Conduit Crossings (\$135 per crossing bank).....	TBD
3. Curb and Gutter.....	\$2,250
4. Service Marks.....	\$675
5. Property Corners	\$1,175
6. As-builts	\$1,175
7. Miscellaneous Survey.....	\$2,000

Total Phase 1 (partial) Project Lump Sum Fee: \$8,225.00



Exhibits Survey Limits



C5
21-028

OVERALL UTILITY PLAN
ROAM CABINS - PHASE I
WINTER PARK, CO 80482



EXHIBIT B

CERTIFICATION REGARDING WORKER WITHOUT AUTHORIZATION

To: ROAM METROPOLITAN DISTRICT NO. 1

I, THOMAS E KUTTRUS, as VP of AZTEC CONSULTANTS, INC, the prospective "Contractor" for that certain contract for Surveying and Staking services ("Agreement") to be entered into with Roam Metropolitan District No. 1, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the 25 of AUGUST, 2022

AZTEC CONSULTANTS, INC

THOMAS E KUTTRUS
By: Thomas E Kuttrus
Its: VP