

**TOWN CENTER METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR SUPPLEMENTAL MANAGEMENT
SERVICES**

**TOWN CENTER METROPOLITAN DISTRICT
SUBDISTRICTS # 1 and # 4 (the Subdistricts)**

The Board of Directors of Town Center Metropolitan District (the “**District**”) is requesting the following for submission by interested bidders:

1. Provide full name of management company on file with the Colorado Secretary of State.
2. Provide numeric amount in the form a compensation schedule expected for supplemental management services with the District, including base amount for services, list of other routine costs and any other anticipated costs or expenses to be charged to the District for supplemental management services. Attach as Exhibit B
3. Provide a list of anticipated subcontractors for work in connection with provision of supplemental management services to the District if such work is over \$500 per month. Please use the form attached hereto.
4. Provide a current certificate of insurance.
5. Provide three client references of similar size and scope to the District. Please include Board member contact information and approval for the District to contact the references.
6. List of references for projects managed in the Denver metropolitan area.
7. Provide responses to the Community Questions worksheet **Exhibit E**
8. All bidders must have the ability to start work on **September 1, 2021**.

In submitting a bid, the proponent understands that the District reserves the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternative bids, to negotiate contract terms with the successful bidder, to require statements or evidence of bidder’s qualifications, including financial statements, and to accept the proposal which in the opinion of the District is in its best interest. It is understood that the bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

The undersigned proponent hereby certifies that: (a) its bid in response to the request for proposals sent on behalf of the District, is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm or corporation; (b) that proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham bid; (c) that proponent has not solicited or induced any person, firm or corporation to refrain from bidding; (d) that proponent has not sought by collusion to obtain for itself any advantage over any other proponent or over the District; and (e) that proponent has reviewed the documents contained in this bid package, including anticipated responsibilities of selected management team and sample independent contractor agreement successful bidder will be required to enter into with the District.

SIGNATURE OF PROPONENT

Date: _____

If an Individual: (Signature) _____

print or type name: _____

doing business as: _____

If a Partnership: _____

by: (Signature) _____

General Partner

print or type name: _____

If a Corporation: _____

by: (Signature) _____

print or type name: _____

Title: _____

Attest: _____

Title: _____

If proponent is a joint venture, all ventures or their authorized agents must sign below.

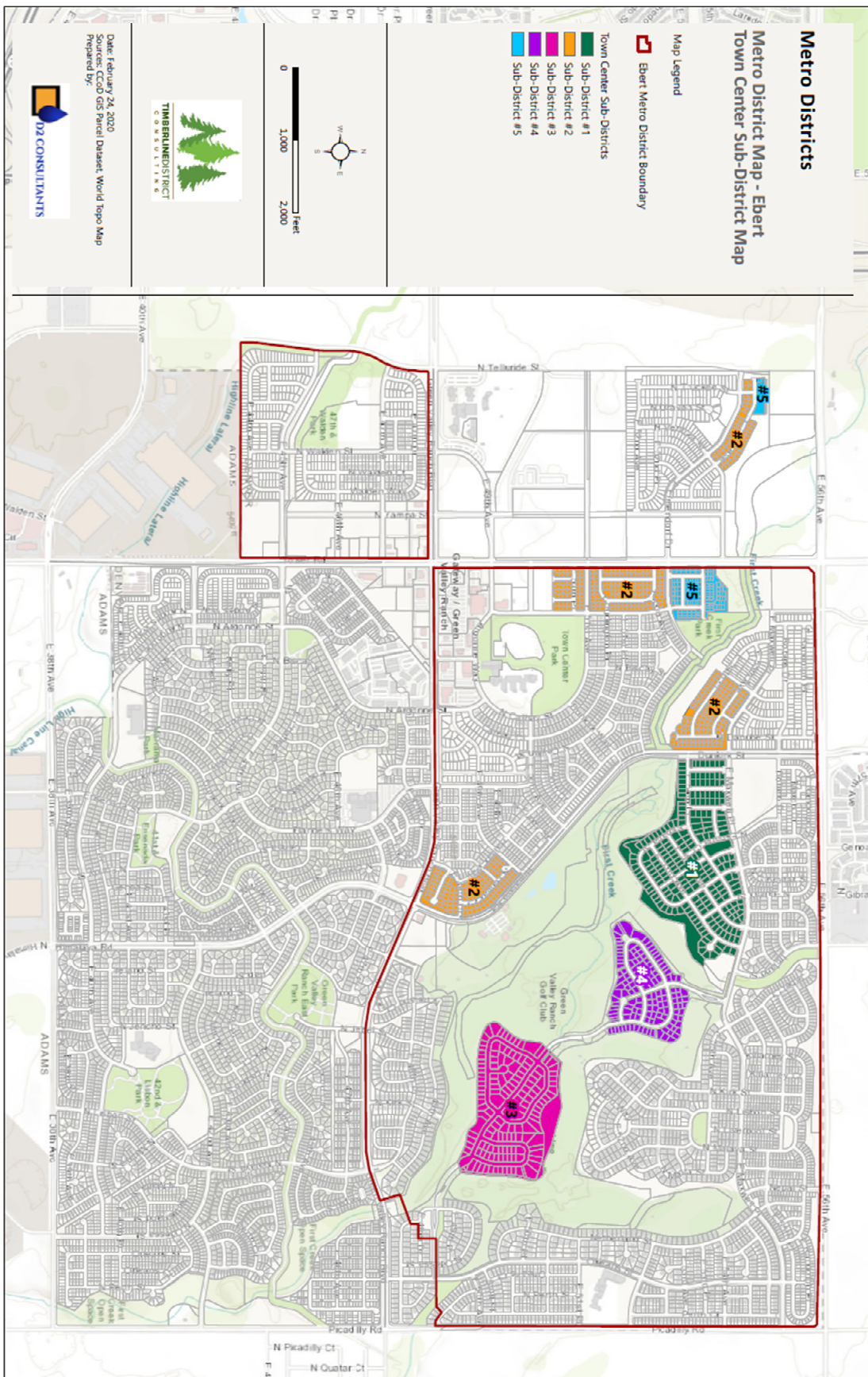
Name of Joint Venture: _____

print or type name: _____

doing business as: _____

**DESCRIPTION OF
SUBDISTRICTS OF
TOWN CENTER METROPOLITAN DISTRICT**

Fairway Villas at Green Valley Ranch Golf Course is an age 55+ community located within the Ebert Metropolitan District, built in multiple phases. Subdistrict # 1 consists of 228 homesites (Villas 215 / Bungalows 13), Subdistrict # 4 consists of 142 homesites. Town Center Metropolitan District is the operating district which provides management and operations for areas within the Ebert Metropolitan District. To provide additional services to the Fairway Villas development, two Subdistricts were established: Subdistrict #1 for the initial development, and Subdistrict #4 for the final development. The primary purpose of the Subdistricts was to create taxing districts, with revenues from the property taxes to be exclusively used to support the community facilities benefitting the Subdistrict communities which function as one community with the same mill levy across all homes. The Clubhouse (7,800 square feet) located in Subdistrict #1, and the Lodge (2,600 square feet) located within Subdistrict #4, and the programming and activities that take place within the community for both Subdistricts' residents. This Request for Proposal is to provide for supplemental Subdistrict Management services for the two Subdistricts in addition to the District management provided by the Town Center Metropolitan District, and to provide management of landscape maintenance and snow removal for the Bungalow properties which pay a separate service fee. The annual tax revenue from the Subdistricts is used to pay for the Clubhouse and Lodge facilities, including the community garden spaces. The revenue from the Bungalow service fees is to be used exclusively to provide services to the Bungalow properties. The attached maps diagram the areas covered by the Scope of Services. The Scope of Services information contained within the RFP contains the detailed requirements for the position, and the relationships between service providers.



Approved 2021 Budget- Subdistrict #1

TOWN CENTER METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - SUBDISTRICT NO. 1
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,

1/21/21

	ACTUAL 2019	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ (46,714)	\$ (13,240)	\$ 117,341
REVENUE			
Property taxes	386,313	442,342	444,186
Specific ownership tax	28,390	22,800	22,210
Net investment income	1,458	530	550
Developer contributions	160,000	23,000	-
Other income	5,260	-	-
Intergovernmental revenue - TCSD4	-	163,911	199,973
Total revenue	<u>581,421</u>	<u>652,583</u>	<u>666,918</u>
Total funds available	534,707	639,344	784,259
EXPENDITURES			
Administration			
Accounting	33,600	34,000	36,000
County Treasurer's fees	3,856	4,424	4,442
Miscellaneous	-	5,000	1,000
Legal settlement	-	9,000	-
Insurance	1,876	-	-
Contingency	-	5,579	5,558
Operations			
Clubhouse management	164,918	160,000	151,500
Clubhouse operations	75,564	90,000	58,500
Fitness programs	18,221	5,000	25,000
Clubhouse events	58,450	30,000	60,500
Sub-District management	69,612	50,000	75,000
Utilities - electric	26,612	22,000	30,500
Utilities - storm drainage	2,320	1,000	4,500
Utilities - water	2,592	8,500	8,000
Maintenance/repairs			
Construction/maintenance management	-	-	5,000
General clubhouse maintenance	17,950	14,000	69,500
General clubhouse repairs	4,745	2,500	13,000
Interior/exterior repairs	3,390	6,000	6,000
Irrigation repairs	1,083	7,500	2,500
Landscape maintenance	8,942	15,000	25,000
Other repairs and maintenance	4,562	2,000	6,000
Plumbing/electric repairs	-	3,500	3,500
Pool maintenance	23,549	24,000	25,000
Pool repairs	-	3,000	10,000
Snow removal	8,146	10,000	10,000
Capital			
Clubhouse	17,959	10,000	40,000
Clubhouse equipment	-	-	5,000
Total expenditures	<u>547,947</u>	<u>522,003</u>	<u>681,000</u>
Total expenditures and transfers out requiring appropriation	547,947	522,003	681,000
ENDING FUND BALANCE	\$ (13,240)	\$ 117,341	\$ 103,259
EMERGENCY RESERVE	\$ 17,500	\$ 19,600	\$ 20,100
CAPITAL REPLACEMENT RESERVE	-	25,000	50,000
AVAILABLE FOR OPERATIONS	(30,740)	72,741	33,159
TOTAL RESERVE FUND BALANCE	<u>\$ (13,240)</u>	<u>\$ 117,341</u>	<u>\$ 103,259</u>

No assurance provided. See summary of significant assumptions.

TOWN CENTER METROPOLITAN DISTRICT SUBDISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,

1/21/21

	ACTUAL 2019	ESTIMATED 2020	BUDGET 2021
ASSESSFD VALUATION - Denver County			
Residential	\$ 6,840,040	\$ 7,681,000	\$ 7,718,570
State assessed	222,900	241,900	260,540
Vacant land	36,430	23,750	-
Personal property	17,230	3,660	660
	<u>7,116,600</u>	<u>7,950,310</u>	<u>7,979,770</u>
Certified Assessed Value	<u>\$ 7,116,600</u>	<u>\$ 7,950,310</u>	<u>\$ 7,979,770</u>
MILL LEVY			
General	55.278	55.664	55.664
Total mill levy	<u>55.278</u>	<u>55.664</u>	<u>55.664</u>
PROPERTY TAXES			
General	\$ 393,391	\$ 442,546	\$ 444,186
Levied property taxes	393,391	442,546	444,186
Adjustments to actual/rounding	(7,078)	(204)	-
Budgeted property taxes	<u>\$ 386,313</u>	<u>\$ 442,342</u>	<u>\$ 444,186</u>
BUDGETED PROPERTY TAXES			
General	\$ 386,313	\$ 442,342	\$ 444,186
	<u>\$ 386,313</u>	<u>\$ 442,342</u>	<u>\$ 444,186</u>

No assurance provided. See summary of significant assumptions.

TOWN CENTER METROPOLITAN DISTRICT - SUBDISTRICT NO. 1
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The Board of Directors of Town Center Metropolitan Subdistrict (Town) by resolution allowed for the division of Town into one or more areas. Town Center Metropolitan Subdistrict No. 1 (Subdistrict) was established on August 22, 2011. Different rates of levy for property tax purposes may be fixed against all the taxable property within the Subdistrict for operations and/or repayment of indebtedness issued by the Subdistrict to finance services, programs, and facilities furnished or to be furnished within the Subdistrict.

The organizational election for the Subdistrict approved authorization to increase property taxes up to \$500,000 annually, as necessary, to pay for the costs of constructing, operating and maintaining the improvements within and/or benefiting the Subdistrict. Debt authorization was also approved in the amount of \$1,500,000 for street improvements, \$1,500,000 for safety protection, \$1,500,000 for park and recreation facilities, \$1,500,000 for water system, \$1,500,000 for sanitation system, \$1,500,000 for mosquito control, \$1,500,000 for television relay and translation system, \$15,000,000 for operations and maintenance, \$15,000,000 for executing intergovernmental agreements, and \$20,000,000 for debt refunding.

The Subdistrict has no employees and all administrative functions are contracted.

The Subdistrict prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the Subdistrict believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the Subdistrict's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year.

The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the Subdistrict.

The calculation of the taxes levied are detailed on Property Tax Summary pages of the budget.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenue, expenditures and changes in fund balances - governmental funds have been omitted.

**TOWN CENTER METROPOLITAN - SUBDISTRICT NO. 1
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the Subdistrict's share will be equal to approximately 5% of the property taxes collected by the General Fund.

Intergovernmental Revenue

Per agreement with Town Center Subdistrict No. 4 (SD4), the Subdistrict will be paid the net property and specific ownership taxes collected by SD4 to be used to fund the collective expenditures for amenities related to 55+ communities.

Net Investment Income

Interest earned on the Subdistrict's available funds has been estimated based on an average interest rate of approximately .5%.

Expenditures

Administrative, Operating, and Maintenance Expenditures

Administrative expenditures include the services necessary to maintain the Subdistrict's administrative viability such as legal, accounting, managerial, general engineering, insurance, meeting expense, and other administrative expenses, as well as landscape maintenance and repairs.

Clubhouse operations include services for pest control, alarm monitoring, phone/cable/internet, utilities, janitorial, trash pickup, mechanical and geothermal maintenance and servicing, elevator service, window cleaning, and management reimbursements.

Capital Outlay

The Subdistrict anticipates capital improvements in 2021 for the clubhouse and equipment.

Reserves

Emergency Reserves

The Subdistrict has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenue, expenditures and changes in fund balances - governmental funds have been omitted.

Approved 2021 Budget- Subdistrict #4

TOWN CENTER METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - SUBDISTRICT NO. 4
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,

1/21/21

	ACTUAL 2019	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ (12,793)	\$ 974	\$ 9,500
REVENUE			
Property taxes	-	157,486	213,437
Specific ownership tax	-	8,000	10,670
Developer advance	69,071	67,000	12,720
Bungalow maintenance	39,804	80,000	120,840
Net investment income	-	40	50
Total revenue	108,875	312,526	357,717
Total funds available	96,082	313,500	367,217
EXPENDITURES			
Administration			
Accounting	15,482	20,000	20,000
County Treasurer's fees	-	1,575	2,134
Intergovernmental expenditure - TCSD1	-	163,911	199,973
Contingency	-	1,200	2,000
Subtotal administration	15,482	186,686	224,107
Bungalow operations and maintenance			
Landscape maintenance - front yards	21,319	44,000	50,880
Plant material replacement	-	-	10,000
Snow removal	37,943	35,000	40,000
Irrigation repairs	-	5,314	5,013
Billing services	2,829	15,000	15,000
Sub-District management	17,535	18,000	5,000
Subtotal bungalow operations and maintenance	79,626	117,314	125,893
Total expenditures	95,108	304,000	350,000
Total expenditures and transfers out requiring appropriation	95,108	304,000	350,000
ENDING FUND BALANCE	\$ 974	\$ 9,500	\$ 17,217
EMERGENCY RESERVE	\$ 3,300	\$ 7,400	\$ 10,400
TOTAL RESERVE FUND BALANCE	\$ 3,300	\$ 7,400	\$ 10,400

No assurance provided. See summary of significant assumptions.

TOWN CENTER METROPOLITAN DISTRICT SUBDISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2021 BUDGET
WITH 2019 ACTUAL AND 2020 ESTIMATED
For the Years Ended and Ending December 31,

1/21/21

	ACTUAL 2019	ESTIMATED 2020	BUDGET 2021
ASSESSED VALUATION - Denver County			
Residential	\$ -	\$ 957,260	\$ 2,666,520
Commercial	-	-	178,170
State assessed	-	-	83,200
Vacant land	-	1,871,970	840,740
Personal property	-	-	65,750
	-	2,829,230	3,834,380
Certified Assessed Value	\$ -	\$ 2,829,230	\$ 3,834,380
MILL LEVY			
General	0.000	55.664	55.664
Total mill levy	0.000	55.664	55.664
PROPERTY TAXES			
General	\$ -	\$ 157,486	\$ 213,437
Levied property taxes	-	157,486	213,437
Budgeted property taxes	\$ -	\$ 157,486	\$ 213,437
BUDGETED PROPERTY TAXES			
General	\$ -	\$ 157,486	\$ 213,437
	\$ -	\$ 157,486	\$ 213,437

No assurance provided. See summary of significant assumptions.

TOWN CENTER METROPOLITAN DISTRICT - SUBDISTRICT NO. 4
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The Board of Directors of Town Center Metropolitan District (Town) by resolution allowed for the division of Town into one or more areas. Town Center Metropolitan District Subdistrict No. 4 (Subdistrict) was established on February 5, 2014, and reestablished on September 1, 2017. Different rates of levy for property tax purposes may be fixed against all the taxable property within the Subdistrict for operations and/or repayment of indebtedness issued by the Subdistrict to finance services, programs, and facilities furnished or to be furnished within the Subdistrict.

The organizational election for the Subdistrict was held on November 3, 2015, which authorized the Subdistrict to increase property taxes up to \$40,000 annually, as necessary, to pay for the costs of constructing, operating and maintaining the improvements within and/or benefiting the Subdistrict and allowed the District to impose fees of up to \$40,000 annually, and to retain all revenues without limitation. Debt authorization was also approved in the amount of \$15,000,000 for water systems, \$15,000,000 for sanitary sewer, \$15,000,000 for street improvements, \$15,000,000 for park and recreation, \$15,000,000 for security services, \$90,000,000 for debt refunding, and \$15,000,000 for reimbursement agreements. An election held on November 7, 2017, approved authorization to increase property taxes up to \$1,000,000 annually, as necessary, to pay for the cost of constructing, operating and maintaining the improvements within and/or benefitting Subdistrict No.4. The election also authorized Subdistrict No. 4 to collect, retain, and spend amounts collected annually from any and all revenue sources without regard to any limitations contained within Article X, Section 20, of the Colorado Constitution. There was no financial activity during 2017 for Subdistrict No. 4.

The Subdistrict has no employees and all administrative functions are contracted.

The Subdistrict prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the Subdistrict believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the Subdistrict's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year.

The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied are detailed on Property Tax Summary pages of the budget.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenue, expenditures and changes in fund balances - governmental funds have been omitted.

**TOWN CENTER METROPOLITAN DISTRICT - SUBDISTRICT NO. 4
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (Continued)

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the Subdistrict's share will be equal to approximately 5% of the property taxes collected by the General Fund.

Developer Advances

The Subdistrict is in the development stage. A portion of the operations and maintenance costs and all of the capital costs of the Subdistrict are expected to be funded by the Developer in 2021. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the Subdistrict is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

District fees

The Subdistrict imposes an operations fee to offset the landscape maintenance expenditures of the Subdistrict. The monthly amount per residential unit is \$80.00 and will be billed monthly as determined by the Subdistrict.

Expenditures

Administrative, Operating, and Maintenance Expenditures

Administrative expenditures include the services necessary to maintain the Subdistrict's administrative viability such as legal, accounting, managerial, and other administrative expenses, as well as landscape maintenance and other repairs.

Intergovernmental expenditures to Town Center Subdistrict No. 1 are to fund operations of club houses that are used by the Subdistrict residents. These expenditures include services for pest control, alarm monitoring, phone/cable/internet, utilities, janitorial, trash pickup, mechanical and geothermal maintenance and servicing, elevator service, window cleaning, and management reimbursements.

Debt and Leases

Currently, the Subdistrict has neither outstanding debt nor any operating or capital leases.

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenue, expenditures and changes in fund balances - governmental funds have been omitted.

EXHIBIT A Scope of Services

1. All Management services are performed in supplement to the Town Center Metropolitan District management for the benefit of the Subdistricts.
2. Subdistrict management or a senior member of the Company shall attend all regular or special meetings of the Town Center Metropolitan District Board.
3. Work with the Board, contractors, vendors and other consultants to monitor and approve monthly invoices, expenditures, budgets, payment research, capital operations and maintenance work plans.
4. Support the Board and contractors in preparation of the annual reports to comply with statutory and Tabor requirements.
5. Prepare or assist in the preparation of supplementary budgets and accompanying documents as requested.
6. Review monthly accounting and financial statements provided by the District's Accountant for accuracy, future projections and budgeting exercises, capital expenditures, debt and mill levies.
7. Monitor, manage, approve and code all invoices, permits, fees for each Subdistrict.
8. Monitor and review insurance policies, reserve studies and funds to ensure adequate coverage for Subdistrict owned assets.
9. Support the auditor, as required in performing the annual audit to accomplish timely completion and filing to achieve all statutory requirements.
10. Contract and construction oversight for Subdistrict projects, including but limited to:
 - Monitor and maintain insurance/bond requirements.
 - Acts as Subdistrict Construction Manager in monitoring, managing and reporting per the Service Plan and other governing documents on capital construction projects.
 - Oversee capital construction and maintenance contracts and work results as directed by the Boards.
11. Manage, maintain and repairs Subdistrict assets such as District-owned fencing, trees, structures, streetscapes, water feature amenities.
12. Manage all utilities provided to current pool and clubhouse grounds, streetscapes, monuments, and all similar facilities.
13. Monitor requirements pertaining to HB 1343 (Employment of Illegal Aliens)
14. Manage landscaping contracts, irrigation systems maintenance and repairs, water supply, Green Valley Ranch community parks and pocket parks, monumentation and native areas.
15. Community liaison between residential homeowners and the Subdistricts for a myriad of items, events and community issues.
16. Coordinate community meetings as needed, prepare agendas and document and perform follow up items.
17. Maintain files/archives of all pertinent Subdistrict documents, contracts, invoices and agreements for the Subdistricts.
18. Perform other duties, projects and tasks as required or requested by the Town Center Metropolitan District.

See also Scope of Services Assignments below. Please note that the YMCA is currently under contract and is subject to annual approval of contract.

Town Center Metro District Subdistricts 1 and 4 (Fairway Villas at Green Valley Ranch Golf Club) Scope of Services Assignments

Services	Programming Manager	Subdistrict Manager	Maintenance Service Provider	Comments
Programming: Fitness Instructors and Programs	YMCA			Fitness On Demand subscriptions, other YMCA based program offerings to community. Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Community Events	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Continued Learning	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Social Events (Parties)	YMCA			Additional Resident Fees, if any, collected by YMCA and transferred to TCMD accounts.
Programming: Clubs & Games	YMCA			
Programming: Food, Beverage, and Coffee Bar supplies to augment activities and Resident usage of facilities	YMCA			
Facility readiness: Custodial Cleaning, "Daily Porter" and Event tasks	YMCA			3 x per day: Wipe surf's, Check Bathrooms periodically, Furniture and equipment setup for events and daily activities, daily running of dishwasher, maintain refrigerator, storeroom stock monitoring and resupply as needed.
Community Gardens				
Lottery assignments process, Sign-up, payment collections	YMCA			

Garden education and activity programming	YMCA			
Garden plot preparation		X		
Garden area fencing and shed; maintenance and repair			X	
Irrigation infrastructure maintenance and repair.			X	
Annual BFP inspections		X		
Subdistrict Management				
Accounting Services		X		To include Monthly, quarterly and annual Financial Reports
Monthly Invoicing		X		Prepare invoicing for two packages: One for combined SD1 and SD4 activity, and One for Bungalows activity
Chart of Accounts Assignment		X		Assign COA coding using Accountants List
Budget Tracking Summaries		X		Monthly spreadsheets using budget line items with separate columns showing annual budget, prior months activity, current month activity, totals to date, variance to budget, and forecasts for needed budget adjustments
Check preparation for vendors		X		Signature requirements TBD
Prepare packages needed by TCMD Accountants		X		Transmit monthly to Accountants no later than established time period each month
Manage the Capital Spending Budget		X		Identify needed Capital Projects that can be accomplished via the normal budgeting process. Include each project as a separate line item within the budgeting assumptions
Manage the Long Term Capital Reserve Accounts and Spending		X		Determine when the Long Term Capital Accounts should be accessed for maintenance or repair needs, provide budget forecasting for items that need to be scheduled to be paid for out of this account fund.

			Work in conjunction with YMCA and FMM to establish and incorporate all assumptions used to create the budget. Share and review the full line item list of all components used to establish the budget with CAC.
Budget Preparations	X		
Access Control	X		
Alarm Monitoring	X		
A/V Equipment		X	
CCTV - Building Security Systems	X		
Denver ROW Encroachment Fees	X		
Fitness Equipment Maintenance & Repair	X		
Fitness Equipment Replacement	X		Capital replacement
Furniture & Fixtures Maintenance & Repair		X	
Furniture & Fixtures Replacement	X		Capital replacement
Garbage & Recycling Services	X		
Irrigation Repairs: Clubhouse & Lodge	X		
Landscape Maintenance - Clubhouse & Lodge Properties	X		
Snow Removal - Clubhouse & Lodge Walks	X		
Snow Removal - Clubhouse & Lodge Parking Lots	X		
Utilities - Cable TV	X		
Utilities - Electricity & Gas	X		
Utilities - Internet	X		
Utilities - Storm Sewer & Drainage	X		
Utilities - Telephone	X		
Utilities - Water and Sewer	X		
Billing Services: Collect Fees from Bungalows	X		
Procure Service Providers			
Landscape Maintenance: Bungalows	X		
Irrigation Repairs: Bungalows	X		
Snow Removal: Bungalows	X		
Management of Landscape and Snow Removal services	X		
Maintenance Scope of Work items			
Buildings			

Exterior	X		
Roof	X		
Building Walls and Exterior Structures	X		
Doors, Frames and Hardware		X	
Windows - Frames and Glass		X	
Concrete Surfaces	X		
Parking Lots and Driveways	X		
Trash Enclosures	X		
Exterior Lighting		X	
Trellis Structures		X	Includes Masonry supporting structures, Overhead Wood elements and connections, etc.
Exterior Furniture, Trash Receptacles and Bike Racks		X	
Fireplaces		X	
BBQ Grills		X	
Fire Pits		X	
Fencing	X		
Landscape Walls	X		
Interior			
Floor Coverings and Finishes	X		
Painting	X		
Interior Lighting		X	
Appliances	X		
Casework - built-ins and kitchen cabinetry	X		
Plumbing Fixtures	X		
Drinking Fountains	X		
Restroom Lockers	X		
Toilet Partitions and Accessories	X		
Countertops	X		
Window Coverings - Shades and Tinting	X		
Wall hangings - artwork, bulletin boards, signage		X	
Furniture - Tables, Chairs, Sofa Seating, End Tables	X		
Coat Racks		X	
Doors, Frames and Hardware		X	
Windows - Frames and Glass		X	
Plants		X	

Carpet Cleaning		X	YMCA procurement when needed
Janitorial Services	X		
Janitorial Supplies		X	YMCA procurement
Pest Control	X		
Window Cleaning, Exterior and Interior	X		
Annual Inspections			
AED and First Aid		X	Monitor expiration dates
Alarm Permits	X		
Elevator	X		On going contract with legal inspection requirements
Fire Department	X		
Fire Extinguishers	X		On going contract with legal inspection requirements
Pool Licensing - Denver Health Department	X		
Range Hood Ansul System	X		
Geo-Thermal Systems Maintenance		X	Preventative maintenance, routine/emergency repairs
Ground Loop System	X		Includes all components of loop system; controls, pumps and piping
Heat Pump Units	X		
Domestic Water Heating	X		
Pool Water Heating	X		
Snow Melting System	X		
HVAC Maintenance		X	Preventative maintenance, routine/emergency repairs
Dehumidifier	X		
Exhaust Fans	X		
Water Furnaces and Air Handlers	X		
Filter Replacements and Minor servicing		X	
Handyman Services		X	All Work orders submitted using proper procedures and channels
Outdoor Pool Start Up & Winterization		X	
Pool Equipment Maintenance		X	Preventative maintenance, routine/emergency repairs
Chemical Injection Equipment		X	
Pumps		X	

Sand Filters		X	
Safety Equipment		X	
Pool Lifts		X	
Pool Operations		X	
Maintenance: Water Quality and Chemicals Mgmt		X	
Maintenance: Daily Tests & Log Books for 3 pools		X	YMCA: Daily Water Testing & Log Book entries
Maintenance: Skim, Vacuum, Clean.		X	
Outside Patio and Fire Pits	X		
Sports: Courts			
Courts - Pickle Ball and Bocce Ball	X		YMCA manage equipment for Bocce Ball and Pickle Ball courts
Equipment - Matts, Exercise Balls, Table Tennis	X		
Holiday Lighting	X		
Signage (when needed.)	X		
Capital projects - budgeted project items	X		Procure and manage services related to the Capital Projects identified and contained in the approved budget
Capital Projects - Long Term Capital Account funded	X		Procure and manage services related to the Long Term Capital Reserve Projects identified by Sub District Manager

EXHIBIT B
Compensation

DRAFT

EXHIBIT C Insurance Requirements

NOTE: All insurance required and provided hereunder shall also comply with all provisions of any future agreement between the parties.

Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations.
- personal injury liability without employment exclusion.
- limited contractual.
- broad form property damages, including completed operations.
- medical payments.
- products and completed operations.
- independent consultants' coverage.
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in any future agreement between the parties to the extent caused by or arising out of bodily injury or property damage.

Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this any future agreement between the parties to the extent caused by or arising out of bodily injury or property damage.**

If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District and Subdistricts covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District and Subdistricts. Such bond shall protect the District and Subdistricts against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District or Subdistricts. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

Any other insurance commonly used by contractors for services of the type to be performed pursuant to the agreement between the parties.

Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT D

Sample Form Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT

Subdistrict Management Services

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the day of, 2021, by and between TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") on behalf of itself and on behalf of Town Center Metropolitan District No. 1 and Town Center Metropolitan District No. 4 (the "Subdistricts"), and ** CONTRACTOR, a Colorado (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District, acting through its Board of Directors ("Board") is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the Subdistrict Management Responsibilities described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Scope of Services"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time periods and pursuant to the Scope of Services; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District and the Subdistricts identified herein. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum,

incur any obligation, or otherwise obligate the District or any Subdistrict in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board.

TERM/RENEWAL. This Agreement shall be effective as of August 1st, 2021 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021. Subject to the laws regarding budget and appropriation and the exercise of the Board's discretion this Agreement may be renewed for successive one year terms commencing January 1, 2022

ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds enough to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

REPAIRS/CLAIMS. The Contractor shall notify the District immediately of all damage caused by the Contractor to Subdistrict property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or offsite, under the care, custody, or control of the Contractor or any of its subcontractors.

GENERAL PERFORMANCE STANDARDS.

The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the

Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

The Services provided under this Agreement shall be adequate and enough for the intended purposes and shall be completed in a good, competent and workmanlike manner.

The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

COMPENSATION AND INVOICES.

Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct costs for material will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and

Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- An itemized statement of the Services performed.
- Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes the Contractor to make payment for Services, subject to the appropriation and budget requirements of the District, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget.

INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District or any Subdistrict. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District or any Subdistrict. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District or Subdistricts, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

- The Contractor hereby certifies that it does not knowingly employ or contract with illegal aliens. The Contractor affirmatively makes the follow declarations:
- The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement
- The Contractor shall not knowingly enter a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.
- The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- The Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
- Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.
- Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the 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 an illegal alien.
- The Contractor shall comply with any reasonable request by the Department of Labor and Employment made during an investigation involving matters under this Section

10 that such Department is undertaking pursuant to the authority established in § 8-17.5- 102, C.R.S.

- If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District, and the District shall report such violation by the Contractor to the Colorado Secretary of State as required by law.

CONTRACTOR'S INSURANCE

The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District and Subdistricts, their directors, officers, employees and agents, are required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District and Subdistricts an additional insureds. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District and Subdistricts may carry, and any insurance maintained by the District and Subdistricts shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that subcontractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificates evidencing the continuation of the required policies.

The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

CONFIDENTIALITY AND CONFLICTS.

CONFIDENTIALITY. Any information deemed confidential by the District and given to the Contractor by the District or developed by the Contractor as a result of the performance of a task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed

to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District and Subdistricts. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District and Subdistricts shall agree to be bound by the terms of such confidentiality agreement.

PERSONAL IDENTIFYING INFORMATION. During the performance of this Agreement, the District and Subdistricts may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CONFLICTS. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District or Subdistricts' assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's or Subdistricts' property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted

subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with the Sections, below.

INDEMNIFICATION.

The Contractor shall indemnify and hold harmless the District, the Subdistricts, and each of their directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or Subdistrict or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's

duties, liabilities or obligations under this Agreement . The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

TERMINATION. In addition to the termination provisions contained above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Such notice shall not be required for automatic expiration as set forth, above. If this Agreement is terminated, for any reason the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement for any reason, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10) day period and the defaulting party gives written notice to the non-defaulting party within such ten (10) day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10) day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to

occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the District:

To the Contractor:

AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records as may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

GOVERNING LAW.

VENUE. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-convenience* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

LITIGATION. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of

fault or liability. The Contractor shall not be responsible for delays in the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District and Subdistricts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and Subdistricts and, in particular, governmental immunity afforded or available to the District and Subdistricts pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. The Parties recognize that the District is acting as the operating district for the Subdistricts, and as such, the District as defined herein encompasses the Subdistricts.

OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

TAX EXEMPT STATUS. The District and Subdistricts are exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District and Subdistricts are exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature Blocks and Exhibits Omitted from Sample Contract]

EXHIBIT E

Community Questions- Subdistrict Manager RFP

The following questions and issues have been compiled by residents of Subdistrict #1 and Subdistrict #4 and are supplied as part of this RFP to provide information of interest to the end users of the supplemental management services.

Operations Management

1. Describe how you would structure your personnel plan for the purpose of servicing this contract?
2. Please describe each Role you'd employ in terms of Position Title, Responsibilities, and whether Full or Part time. If your intent would be to add this contract to a portfolio of existing similar contracts, you're already servicing using your organization's existing Staff, please indicate so. Will you need to add staffing with this contract?
3. From what physical location will the persons or personnel you employ to service this contract be located? If from a remote location, describe how you would monitor and attend to the operational status of the physical properties and their systems that are encompassed by this contract.
4. Describe your organization's experience in operating and managing physical facilities and infrastructure systems encompassed by this contract. Please list the facilities and systems you have experience with managing and operating.
5. Does your organization have 24/7 service support and response capability? If yes, describe that capability. If no, describe who and how you would handle "After Hour" emergencies such as frozen or burst pipes, fire alarms, active vandalism, security system activations, other infrastructure system alarms.
6. Describe how you would monitor and manage site landscape/irrigation maintenance and snow removal.

Financial Management

1. Explain how you arrived at the cost you propose to charge to serve this contract. [The funds used to pay for contracted services are levied taxes.]
2. Are you willing to place a portion of your fees at risk due to unsatisfactory performance?
3. Describe your experience, if any, in monitoring, tracking and collecting HOA-type fees for a community. What IT system(s) or software vendor(s) do you use? Do you currently utilize online payment systems for fee collections? If not, do you plan to within the scope of this RFP? How do you handle delinquent accounts?
4. Describe the accounting, bookkeeping and asset tracking system you will use to manage the financial matters encompassed by this contract. Will managing the financial matters of this contract be outsourced or handled using your own internal resources?
5. Describe how you will process invoices for services, starting with receipt through to payment.

6. Describe how you would determine the annual Budget for the operations encompassed by this contract.
7. Describe how you will work with the residents' Community Advisory Committee (see www.fvcac.com) to monitor budget status and expenses.

Community Relations

1. Describe how you will communicate with residents?
2. How and how often, and by what means, would you seek feedback from residents?
3. How would you manage and respond to resident expectations?
4. Describe what you consider an acceptable response time when presented with a resident concern.

Physical Assets

1. Describe who will learn, when, and the process of how they will learn and become substantively aware and familiar with the site's physical assets and operating systems: HVAC, Pools, Fire & Security, Physical Security, Exterior Lighting, Audio-Visual, Telecomm Systems, Plumbing, Electrical, Natural Gas.
2. Describe your experience in dealing with capital projects, capital reserves, and establishing a capital asset funding and replacement program?

Contracts/Contracting

1. Describe the process you use to identify and select contractors for support services.
2. What criteria comprise your "minimum requirements" to qualify a prospective contractor as acceptable for consideration?
3. Describe the circumstances where you would award a non-compete contract for service(s). [i.e. instead of seeking competitor quote(s), you automatically default to the service provider(s) with whom you have prior experience.]
4. Considering the scope of services required to support this contract, what aspects of this contract present opportunities where you believe you can lower our cost (where do you see the potential for economies of scale)?
5. Are you open to including residents in the process of identifying, reviewing and selecting major service providers?
6. At what dollar estimate for a project (whether one-time, or annualized as may apply) will you require the solicitation of multiple quotes?
7. Please describe instance(s) where you've had to terminate the service of a service provider or contractor, for cause.
8. Describe how you monitor and measure contractor performance. What criteria do you use?
9. Describe how do resolve disputes with vendors? Please describe how you resolved a past dispute. What was the issue and describe what occurred to get it resolved?

10. Describe how you respond to the discovery, or receipt of a report of incomplete or shoddy service-provider/contractor work? Who pays management's cost to resolve these issues?
11. Do you include financial penalties in the contracts you let for substandard performance?
12. Please provide, by way of a sample, the exact language you would include in a landscaping contract specifically pertaining to weeding decorative shrub and rock gardens. [Specifically, write how you would contract for "Weeding" the shrub & rock gardens]

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SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used by proponent if proponent is the selected Contractor. Additional numbered pages shall be attached to this page as required. Each page shall be headed “**Subcontractor Listing**” and signed. Any part of work to be subcontracted for over \$500 shall be listed.

Amount of Subcontractor	Name and Address of Subcontractor	Portion of Work

Signature