

## PROFESSIONAL SERVICES AGREEMENT

Project Number: FOUNDRY-General

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into as of this 16<sup>th</sup> day of March, 2017, by and between **FOUNDRY LOVELAND METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **KING SURVEYORS**, (the “Consultant”), 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 survey and mapping services, for the purpose of illustrating District boundaries and creating legal descriptions; and

WHEREAS, the Consultant represents that it has that degree of specialized expertise and holds all required licenses necessary to perform the services contemplated herein; and

WHEREAS, the District desires to engage the Consultant to perform such services as are needed by the District and the Consultant is willing to provide such services to the District for reasonable consideration; and

WHEREAS, the Parties hereto desire to enter into this Agreement to establish the terms and conditions by which the Consultant shall provide such services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

### COVENANTS AND AGREEMENT

#### 1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. The Consultant shall provide such professional services as are set forth in **Exhibit A** attached hereto and incorporated herein (the “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 Consultant’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 7.3 hereof. No amendment to provide for a change in Services that results in an increase in the Consultant’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 7.8 hereof. The Consultant 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. The District reserves the right to solicit and contract with other or additional contractors for the performance of the Services.

1.2 Professional Practices. All Services to be provided by the Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. The Consultant shall be responsible for providing, at the Consultant's sole cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services, all in accordance with this Agreement.

1.3 Representation. The Consultant represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise the District of any changes in any laws that may affect the Consultant's performance of this Agreement. The Consultant represents that it shall perform the Services required by this Agreement in compliance with all applicable Federal and Colorado laws including but not limited to, those laws related to minimum hours and wages, hiring illegal aliens as set forth in Section 6.0 hereof, occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Services required pursuant to this Agreement.

1.4 Subcontractors. The Consultant 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. The Consultant will require any subcontractor to obtain the required insurance coverage pursuant to Section 5.0 hereof and to agree to indemnify the District in the same manner as the Consultant pursuant to Section 7.5 hereof.

1.5 Responsibility for Errors. The Consultant shall be responsible for its work and results pursuant to this Agreement. The Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, at no additional cost to the District. In the event that an error or omission attributable to the Consultant occurs, the Consultant shall, at no cost to the District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the District and participate in any meeting required with regard to the correction at no cost to the District.

## **2.0 Compensation and Billing**

2.1 Compensation. Compensation for satisfactory performance of the Services shall be based on the fee/rate schedule set forth in **Exhibit A** attached hereto and incorporated herein,

and shall not exceed \$10,000.00, which has been budgeted and appropriated by the District in the current year of performance of the Consultant's Services.

2.2 Compensation for Change in Services. The Consultant shall not receive additional compensation for any change in Services provided unless the District and the Consultant have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to the Consultant. It is specifically understood that oral requests and/or approvals of a change in Services and payment of additional compensation shall be barred and are unenforceable. Any amendment to this Agreement resulting in additional compensation to be paid by the District shall be subject to annual appropriations by the District as set forth in Section 7.8 hereof.

2.3 Method of Billing. The Consultant shall submit invoices of the Services performed to the District for approval on a progress basis by the 3rd day of each month. Said invoices shall be based on the total of all Services provided by the Consultant which have been completed to the District's sole satisfaction. The District shall pay Consultant's invoice within forty-five (45) days from the 3<sup>rd</sup> day of each month. Each invoice shall describe in detail the Services performed and the associated time for completion.

### **3.0 TIME OF PERFORMANCE**

3.1 Commencement and Completion of Work. The Services to be performed pursuant to this Agreement shall commence upon execution of this Agreement (the "Effective Date"). Failure to commence work in a timely manner and/or to diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, riots, acts of war, or any other condition beyond the reasonable control of a party.

### **4.0 TERM AND TERMINATION**

4.1 Term. This Agreement shall commence upon the Effective Date of this Agreement and shall expire upon the completion of all Services set forth in Section 1.1 of this Agreement; 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 7.8 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 7.8 hereof.

4.2 Notice of Termination. The District may terminate this Agreement prior to its expiration and completion of the Services for convenience or for cause, in whole or in part, by delivery to the Consultant of a written notice of termination at least thirty (30) days prior to the

effective date of termination. Such notice shall specify the extent of termination and the effective date. If the Consultant is found in violation of any provision of this Agreement, the Consultant shall be liable for actual and consequential damages to the District. In the event of such termination, the Consultant shall immediately stop rendering services pursuant to this Agreement unless otherwise directed by the District. The Consultant may terminate this Agreement, with cause, by delivery to the District of written notice of termination at least thirty (30) days prior to the effective date of termination. The Consultant shall stop rendering services pursuant to this Agreement upon the effective date of termination.

4.3 Compensation. In the event of termination by either party, the District shall pay the Consultant only for those Services satisfactorily performed, as determined by the District, up to the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the Services contemplated herein whether delivered to the District or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement by either party, all documents, including all Work Product as described in Section 7.1 hereof, prepared by the Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District if all undisputed amounts owed to the Consultant are paid within ten (10) days of delivery of the effective date of termination, at no cost to the District. Any use of uncompleted documents without specific written authorization from the Consultant shall be at the District's sole risk and without liability or legal expense to the Consultant.

## 5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. The Consultant 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 extension of this Agreement, the minimum insurance coverages and limits set forth in this Section 5.1 to provide protection from claims set forth below that may arise out of or result from the Consultant's performance or obligation pursuant to this Agreement, whether such performance is by the Consultant, by anyone directly or indirectly employed by the Consultant, or by anyone who acts on behalf of the Consultant, including any subcontractors of the Consultant. The minimum insurance coverages and limits to be acquired by the Consultant are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000.00
Products and Completed Operations	\$ 1,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

Damage to Rented Premises	\$	100,000.00
Medical Expenses (Any one person)	\$	5,000.00

(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) Professional Liability Insurance: 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 Consultant and/or its subcontractors in the performance of the Services.

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

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

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

5.3 Certificates of Insurance. Prior to commencing any Services pursuant to this Agreement, the Consultant shall provide the District with certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any services pursuant to this Agreement.

5.4 Notice. The Consultant 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 Consultant to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Consultant to provide the required coverage to the District and its directors, officers, employees, and agents.

5.5 Subcontractor Insurance. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to maintain the insurance coverages set forth in Section 5.1 hereof. The Consultant shall require each subcontractor to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with Section 5.1. The Consultant shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. The Consultant 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.

5.6 Non-limiting. No provision, term or condition set forth in Sections 5.0 through 5.5 of this Agreement shall be construed as limiting in any way, the indemnification provision contained in Section 7.5 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 the Consultant may be held responsible for payments of damages to persons or property.

## **6.0 ILLEGAL ALIEN PROVISIONS.**

6.1 Certification. Prior to the execution of this Agreement, the Consultant 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 an illegal alien who will perform work pursuant to this Agreement and that the Consultant 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 Section 6.6 herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

6.2 Prohibited Acts. The Consultant shall not:

(A) Knowingly employ or contract with an illegal alien to perform work pursuant to this Agreement; or

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

6.3 Verification.

(A) The Consultant 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.

(B) The Consultant 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.

(C) If the Consultant obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

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

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

6.4 Duty to Comply with Investigations. The Consultant 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 the Consultant is complying with the terms and conditions contained under Section 6.0 of this Agreement.

6.5 Breach. If the Consultant violates any provision set forth under Section 6.0 herein, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Consultant violates any provision set forth under Section 6.0 herein and the District terminates the Agreement.

6.6 Department Program. If the Consultant participates in the Department Program in lieu of the E-Verify Program, the Consultant shall notify the Department and the District of such participation. The Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant 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. The Consultant shall provide a written, notarized copy of the affirmation to the District.

## **7.0 GENERAL PROVISIONS**

7.1 Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by the Consultant pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not the Consultant 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 the Consultant's expense. Upon payment to the Consultant for its Services, the District shall have the right to use and re-use all Work Product resulting from the Consultant'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 the Consultant, as appropriate for the specific purpose intended, will be at the District's sole risk and without

liability or legal exposure to the Consultant 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. The Consultant 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, the Consultant 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 the Consultant prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by the Consultant 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.

7.2 Independent Contractor Status. The Consultant 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 Consultant's employees. Neither the Consultant nor any of the Consultant's employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries, and other amounts due the Consultant'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, the Consultant has sole authority and responsibility to employ, discharge, and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, subcontractors and all others the Consultant hires to perform or assist in performing the Services. Upon execution of this Agreement, the Consultant shall provide the District with a copy of the Consultant's IRS Form W-9, Request for Taxpayer Identification Number.

7.3 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 the Consultant.

7.4 Assignment. The Consultant shall not assign or transfer all or any part of the Consultant's interest in this Agreement without the District's prior written consent. 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 the Consultant from the Consultant's obligation to perform all other obligations to be performed by the Consultant hereunder for the term of the Agreement. The

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.

7.5 Indemnification. The Consultant 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 any intentional or negligent acts or omissions of the Consultant or any of its subcontractors, agents or employees, in connection with the Consultant's performance, duties, and obligations pursuant to this Agreement; provided, however, that the Consultant 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 the Consultant is providing architectural, engineering, surveying, or other design services, then the extent of the Consultant's obligation to indemnify or hold harmless the District may be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the District. The obligations of the indemnifications extended by the Consultant to the District under this Paragraph shall survive termination or expiration of this Agreement.

7.6 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 Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

7.7 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.

7.8 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 change in Services authorized pursuant to an amendment to this Agreement as set forth in Section 1.1 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 or any change in Services to be provided by the Consultant resulting in additional compensation to be paid by the District, as set forth in an amendment to this Agreement, shall be subject to annual appropriations by the District.

7.9 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:** Foundry Loveland Metropolitan District  
c/o Pinnacle Consulting Group, Inc.  
Attention: Tom Flock  
1627 E. 18<sup>th</sup> Street  
Loveland, Colorado 80538  
Email: TomF@PinnacleConsultingGroupInc.com

**Copy to:** Icenogle Seaver Pogue, PC.  
Attn: Alan D. Pogue  
4725 S. Monaco St., Suite 225  
Denver, Colorado 80237  
Email: APogue@ISP-law.com

**If to the Contractor:** King Surveyors  
Attention: Steven Parks  
650 E. Garden Drive  
Windsor, CO, 805550  
(970) 686-5011  
Email: stevep@kingsurveyors.com

7.10 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.

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

7.12 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.

7.13 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.

7.14 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the District and the Consultant 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.

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

7.16 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.

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

7.18 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.

7.19 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 hereto have executed this Agreement as of the day and year first above written.

**FOUNDRY LOVELAND METROPOLITAN DISTRICT:**

SK Stearman

By: Shannon K. Stearman

Its: President

ATTEST:

Rachael Jeane

By: Rachael Jeane

Its: Secretary

**KING SURVEYORS:**

SR

By: STEVEN PARKS

Its: SENIOR PROJECT COORDINATOR

**EXHIBIT A**  
**SCOPE OF SERVICES AND FEES FOR SERVICES**



# KING SURVEYORS

## 2017 Standard Hourly Rate Schedule Effective: December 12, 2016

<b>Project Surveyor</b>	\$108.00/hr.
<b>Project Manager</b>	\$94.00/hr.
<b>Processing:</b>	
Draftsman	\$90.00/hr.
CAD Technician I	\$82.00/hr.
CAD Technician II	\$77.00/hr.
<b>Field:</b>	
Crew Rate (2-man)	\$153.00/hr.
GPS Crew	\$144.00/hr.
Crew Chief	\$90.00/hr.
Rodman	\$82.00/hr.
<b>Expert Witness</b>	\$206.00/hr.
<b>Clerical</b>	\$50.00/hr.
<b>A.T.V.</b>	\$37.00/hr.
<b>Boat</b>	\$37.00/hr.
<b>Copies:</b>	
8 ½ X 11"	\$0.15/copy
8 ½" X 14"	\$0.20/copy
11" X 17"	\$0.25/copy
18" X 24" Prints	\$1.50/copy
24" X 36" Prints	\$2.00/copy
24" X 36" Mylars	\$8.00/copy

*\*\* All copies & meetings are billed in addition to estimates, unless otherwise noted. \*\**

*\*\* All fees are subject to change without notice\*\**

**EXHIBIT B**

**CERTIFICATION REGARDING ILLEGAL ALIENS**

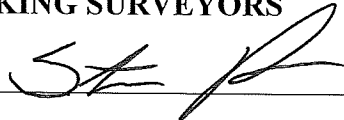
**CERTIFICATION  
REGARDING ILLEGAL ALIENS**

To: **FOUNDRY LOVELAND METROPOLITAN DISTRICT**

I, STEVEN PARKS, as SENIOR PROJECT COORDINATOR of King Surveyors, the prospective "Consultant" for that certain contract for survey and mapping services ("Agreement") to be entered into with Foundry Loveland Metropolitan District, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that Consultant 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 7 of April, 2017.

**KING SURVEYORS**

  
\_\_\_\_\_

By: STEVEN PARKS

Its: SENIOR PROJECT COORDINATOR