

BASELINE METROPOLITAN DISTRICT NOS. 1-9

NOTICE AND AGENDA OF REGULAR MEETING

BASELINE METROPOLITAN DISTRICT NOS. 1, 2, 4-9

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025 Nos. 1, 2 & 4 2027 Nos. 5-9
Josh Kane	Secretary	May 2027
Tim DePeder	Assistant Secretary	May 2027
Griffin Barlow	Treasurer	May 2025

BASELINE METROPOLITAN DISTRICT NO. 3

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025
Josh Kane	Secretary	May 2027
Judith Sarro	Assistant Secretary	May 2027
Susan Brunkhardt	Treasurer	May 2025

Date: May 2, 2024 (Thursday)

Time: 1:00 P.M.

Place: MS Teams & Teleconference

[Click here to join the meeting](#)

Meeting ID: 265 021 798 385 Passcode: kYQhqf

Or call in (audio only)

[+1 720-721-3140](tel:+17207213140), [181945801#](tel:+181945801) Phone Conference ID: 181 945 801#

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1-3)**
- D. Public Comment. (Limited to 3-Minutes Per Person).
- E. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes – March 7, 2024, Regular Meeting. **(Pages 4-9)**
- B. Ratification of Payment of Claims. **(Pages 10-15)**
- C. Ratification of Contract Modifications. **(Pages 16-26)**
- D. Consideration and Approval of Website Accessibility Resolution. **(Pages 27-62)**

Professionally Managed by:
Pinnacle Consulting Group, Inc.
550 W. Eisenhower, Loveland, CO 80537
Phone: 970-617-2477 | FAX: 970-669-3612
District Email: basemdadmin@pcgi.com
District Website: www.baselinemd.live

III. DISTRICT MANAGER ITEMS

- A. District Managers' Report. **(Pages 63-65)**

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update. **(Pages 66-69)**
- B. Capital Fund Summary and Capital Needs Assessment Review. **(To Be Distributed Under Separate Cover)**
- C. Budget Approval and Contracting.
 - a. Center Street District (CFS #9)
 - i. Consider Approval of MRES Project Management Fees - \$461,364.00. **(Page70)**
 - b. Southlands (CFS #12)
 - i. Consider Ratification of Master Services Agreement and Work Order #2024-01 with A.G. Wassenaar - \$50,671.00. **(Pages 71-101)**
 - ii. Consider Ratification of Master Services Agreement and Work Order #2024-01 with Aztec Consultants - \$153,130.00. **(Pages 102-133)**
 - c. Parkside West Phase 2 (CFS #21)
 - i. Consider Ratification of Master Services Agreement and Work Order #2024-01 with Majestic Surveying - \$5,910.00. **(Pages 134-162)**
 - d. Seeding and Tract Establishment (CFS #24)
 - i. Consider Approval of Master Supplier Agreement and Purchase Order #2024-01 with Green Globe Environmental - \$3,956.00. **(Pages 163-178)**

V. FINANCIAL ITEMS

- A. Finance Manager's Report. **(Pages 179-181)**
- B. Bond Update.

VI. LEGAL ITEMS

- A. Discussion of Pipeline Relocation Agreement Payment.
- B. Approval of Park Improvement Agreement. **(Pages 182-189)**

VII. DIRECTOR ITEMS

VIII. OTHER MATTERS

- IX. **EXECUTIVE SESSION** – If necessary, pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice on specific legal questions.

X. ADJOURNMENT

******The next Regular Meeting is scheduled for June, 06 2024******

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RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1-9

HELD
March 7th, 2024

The Regular Meeting of the Boards of Director of Baseline Metropolitan District Nos. 1-9 was held via MS Teams and Teleconference on Thursday, March 7, 2024, at 1:00 p.m.

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Tim DePeder, Asst. Secretary

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Judith Sarro, Assistant Secretary
Susan Brunkhardt, Treasurer

Also in Attendance:

Deborah Early; Icenogle Seaver Pogue, P.C.
Bryan Newby, Sarah Bromley, Jenna Pettit, Irene Buenavista, Brendan Campbell, Ronnie Kenfield, Logan Powell, Shadrack Too, and Stanley Holder; Pinnacle Consulting Group, Inc.
Jim Niemczyk, Samantha Cran, Mike McBride, Amanda Dwight, Griffin Barlow, Christina Rotella, and Aden Rubinson; McWhinney.

ADMINISTRATIVE ITEMS

Declaration of Quorum/Call to Order: Upon noting that a quorum was present, the Regular Meeting of the Boards of Directors (collectively, the “Boards”) of the Baseline Metropolitan District Nos. 1-9 (collectively, the “District”) was called to order by Director Perry at 1:02 p.m.

Combined Meeting: The Boards determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted below, the matters set forth below shall be deemed to be the actions of the Board of Directors of Baseline Metropolitan District No. 1, with concurrence by the Boards of Directors of Baseline Metropolitan District Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

RECORD OF PROCEEDINGS

Director Qualifications/Disclosure of Potential Conflicts of Interest: All Board Members confirmed their qualifications to serve on the Boards. Ms. Early noted that notices of potential conflicts of interest for Board Members employed by McWhinney Real Estate Services, Inc. were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as some Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the Districts. Ms. Early advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following with each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

Approval of Agenda: The Boards considered the approval of the agenda. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda.

Appointment to Fill Board Vacancy: Ms. Early indicated that Griffon Barlow had expressed an interest to serve on the Boards for District Nos. 1, 2, 4-9. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to appoint Griffon Barlow to the Board of Directors for District Nos. 1, 2, 4-9 to fill the terms expiring in 2025.

Election of Officers: Ms. Early indicated that the position of Treasurer was open. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to elect Griffon Barlow as Treasurer for District Nos. 1, 2, 4-9.

Public Comment: There were no Public Comments received.

Director Comment: There were no Director Comments received.

RECORD OF PROCEEDINGS

CONSENT AGENDA

Director Perry reviewed the items on the consent agenda with the Boards. Director Perry advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any Director. No items were requested to be removed from the consent agenda. Upon a motion duly made by Director Kane, Seconded by Director Harris, the following items on the consent agenda were unanimously approved, ratified and adopted:

- A. Approval of Minutes – February 1st, 2024, Regular Meeting.
- B. Payment of Claims.
- C. Approval of Unaudited Financial Statements for the period ending December 31, 2023.
- D. Contract Modifications
- E. Declaration of Access and Utility Easement.
- F. Amended and Restated Overhang Encroachment Easement Agreement.

DISTRICT MANAGER ITEMS

District Manager's Report: Mr. Newby presented the District Manager's Report to the Boards and answered questions. Mr. Kenfield presented the Operations and Maintenance update to the Boards and answered questions.

CAPITAL INFRASTRUCTURE ITEMS

Capital Infrastructure Report & District Project Manager Update: Mr. Holder presented the Capital Infrastructure Report and Mr. Niemczyk provided the District Project Manager Update to the Boards and answered questions.

Capital Fund Summary & Capital Needs Assessment: Mr. Holder and Mr. Niemczyk reviewed the Capital Fund Summary and Capital Needs Assessment with the Boards and answered questions.

Bid Analysis Summary Memorandum for Parkside West Phase 2 Landscaping: Mr. Holder and Ms. Dwight presented the Bid Analysis Summary Memorandum for Parkside West Phase 2 Landscaping to the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director Kane, and upon vote, unanimously carried, it was

RESOLVED to approve the Bid Analysis Summary Memorandum for Parkside West Phase 2 Landscaping, as presented.

RECORD OF PROCEEDINGS

Modification of Project Budget \$10,330,192.13: Mr. Niemczyk discussed modifying the Project Budget in the amount of \$ with the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director DePeder, and upon vote, carried three to one, with Director Kane abstaining, it was

RESOLVED to approve the modified project budget in the amount of \$10,330,192.13.

Construction Contract with Coloco for \$802,126.67: Mr. Niemczyk presented the Construction Contract with Coloco for \$802,126.67 to the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director DePeder, and upon vote, carried three to one, with Director Kane abstaining, it was

RESOLVED to approve the Construction Contract with Coloco for \$802,126.67, as presented.

FINANCIAL ITEMS

Finance Manager's Report: Ms. Buenavista presented the Finance Manager's Report to the Boards and answered questions.

2023 AMENDED BUDGET HEARING

Director Perry opened the 2023 Amended Budget Hearing for Baseline Metropolitan District No. 2. Ms. Buenavista reported that notice of the budget hearing was published on March 3, 2024, in the *Loveland Reporter Herald*, in accordance with state budget law. There being no public input, the public portion of the budget hearing was closed. Ms. Buenavista reviewed the amended budget in detail and answered questions. The budget for the District is as follows:

District No. 2
General Fund: \$124,116

Following review and discussion, upon a motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to approve the Resolution to Adopt the 2023 Amended Budget and appropriate funds for Baseline Metropolitan District No. 2 and authorize such further actions of the officers and consultants necessary to sign related documents and submit and file such documents required to finalize the amended budget.

RECORD OF PROCEEDINGS

FINANCIAL ITEMS CONTINUED

Bond Refinance Update: Mr. Campbell presented the Bond Refinance Update to the Boards and answered questions. Following review and discussion, upon a motion duly made by Director Kane, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to approve funds for market studies in the amount of \$50,000, it was

FURTHER RESOLVED to engage Development Strategies for market studies, it was

FURTHER RESOLVED to appoint Director DePeder and Director Kane to the Sub-Committee for the Bond Refinancing.

LEGAL ITEMS

Easement Agreement granted to District No. 1 from NP Development: Ms. Early presented the Easement Agreement granted to District No. 1 from NP Development, Inc. to the Board and answered questions. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to approve the Easement Agreement granted to District No. 1 from NP Development, as presented.

Easement Agreement granted to District No. 1 from DFC Baseline East Village: Ms. Early presented the Easement Agreement granted to District No. 1 from DFC Baseline East Village to the Board and answered questions. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Harris, and upon vote, unanimously carried, it was

RESOLVED to approve the Easement Agreement granted to District No. 1 from DFC Baseline East Village, as presented.

Consideration of Post-Closing Development Agreement (BMD No. 1-David Weekly-NP Development Inc.): Ms. Early presented the Post-Closing Development Agreement to the District No. 1 Board and answered questions. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director Kane, and upon vote, unanimously carried, it was

RESOLVED to approve the Post-Closing Development Agreement, as presented.

RECORD OF PROCEEDINGS

DIRECTOR
MATTERS

Director Harris requested that the management team provide geographic data associated with website visitors in the District Manager’s Report at the next meeting.

OTHER
MATTERS

There were no Other Matters to come before the Boards.

ADJOURNMENT

There being no further business to come before the Boards the meeting was adjourned at 1:58 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Jenna Pettit, Recording Secretary for the Meeting

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	03/28/2024	Utility Notification Center of Colorado,	1072 - Bill.com Money Out Clearing	
Bill	224020171	02/29/2024		1-51400 - Utilities	250.26
TOTAL					<u>250.26</u>
Bill Pmt -Check	Bill.com	03/28/2024	High Plains Environmental Center	1072 - Bill.com Money Out Clearing	
Bill	2739	02/01/2024		1-52107 - Native Area O&M	373.33
TOTAL					<u>373.33</u>
Bill Pmt -Check	Bill.com	03/28/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	178001	02/19/2024		1-52201 - Snow Removal	1,080.00
TOTAL					<u>1,080.00</u>
Bill Pmt -Check	Bill.com	03/28/2024	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	25176	02/29/2024		1-51110 - Legal	12,736.62
TOTAL					<u>12,736.62</u>
Bill Pmt -Check	Bill.com	03/28/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	178343	02/27/2024		1-52201 - Snow Removal	480.00
TOTAL					<u>480.00</u>
Bill Pmt -Check	Bill.com	03/28/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25848	02/29/2024		1-51045 - Facilities Management	5,400.00
				1-51000 - Accounting	6,900.00
				1-51040 - District Management	5,962.50
				1-51120 - Office and Other	62.31
TOTAL					<u>18,324.81</u>
Bill Pmt -Check	Bill.com	03/28/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	177463	02/13/2024		1-52201 - Snow Removal	360.00
TOTAL					<u>360.00</u>
Bill Pmt -Check	Bill.com	03/28/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	ED1772200	02/01/2024		1-52101 - Manicured Landscaping O&M	7,885.80
TOTAL					<u>7,885.80</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25814	02/15/2024		3-55393 - Project Administration	3,160.00
TOTAL					<u>3,160.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25503	02/15/2024		3-55293 - Project Administration	337.50
TOTAL					<u>337.50</u>

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	04/02/2024	Hall Contracting LLC	1072 - Bill.com Money Out Clearing	
	Bill	18	02/15/2024		3-55301 - Project-Direct	13,832.00
TOTAL						<u>13,832.00</u>
	Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	431935	02/15/2024		3-51170 - Capital-General Master Planning	2,685.50
TOTAL						<u>2,685.50</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Nelson\Nygaard Consulting Associates, Inc	1072 - Bill.com Money Out Clearing	
	Bill	86927	02/15/2024		3-55424 - Engineering	3,293.75
TOTAL						<u>3,293.75</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
	Bill	41862	02/15/2024		3-55554 - Engineering	5,681.80
TOTAL						<u>5,681.80</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Lat40 Inc.	1072 - Bill.com Money Out Clearing	
	Bill	14009	02/15/2024		3-55424 - Engineering	1,755.00
TOTAL						<u>1,755.00</u>
	Bill Pmt -Check	Bill.com	04/02/2024	BrightView Landscape Development	1072 - Bill.com Money Out Clearing	
	Bill	8824501	02/15/2024		3-55241 - Project-Direct	107,037.50
TOTAL						<u>107,037.50</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
	Bill	25817	02/15/2024		3-55313 - Project Administration	2,760.00
TOTAL						<u>2,760.00</u>
	Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	432075	02/15/2024		3-55552 - Project Management	10,970.40
TOTAL						<u>10,970.40</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
	Bill	42224	02/15/2024		3-55340 - BMD-SHERPWP2-Sheridan Pkwy Pt	1,322.50
TOTAL						<u>1,322.50</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	0000501660	02/15/2024		3-55244 - Engineering	6,201.10
TOTAL						<u>6,201.10</u>
	Bill Pmt -Check	Bill.com	04/02/2024	Rocky Mountain Custom Landscapes & Assoc	1072 - Bill.com Money Out Clearing	
	Bill	8	02/15/2024		3-55301 - Project-Direct	1,051.00
TOTAL						<u>1,051.00</u>

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/02/2024	ECl Site Construction Management Inc	1072 - Bill.com Money Out Clearing	
Bill	3	02/15/2024		3-55391 - Project Direct	98,566.16
TOTAL					<u>98,566.16</u>
Bill Pmt -Check	Bill.com	04/02/2024	MV Consulting Inc.	1072 - Bill.com Money Out Clearing	
Bill	6	02/15/2024		3-55204 - Engineering	3,000.00
TOTAL					<u>3,000.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Smith Environmental & Engineering	1072 - Bill.com Money Out Clearing	
Bill	211824-0224	02/15/2024		3-55314 - Engineering	1,600.00
TOTAL					<u>1,600.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Asphalt Specialties Co., Inc.	1072 - Bill.com Money Out Clearing	
Bill	INV 6	02/15/2024		3-55340 - BMD-SHERPWP2-Sheridan Pkwy PI	32,727.50
TOTAL					<u>32,727.50</u>
Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	432074	02/15/2024		3-55342 - Project Management	11,253.00
TOTAL					<u>11,253.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25810	02/15/2024		3-55243 - Project Administration	2,320.00
TOTAL					<u>2,320.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Arthouse Design	1072 - Bill.com Money Out Clearing	
Bill	1546	02/15/2024		3-55544 - Engineering	1,005.00
TOTAL					<u>1,005.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25811	02/15/2024		3-55333 - Project Administration	1,640.00
TOTAL					<u>1,640.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Prairie Mountain Media	1072 - Bill.com Money Out Clearing	
Bill	2036115	02/15/2024		3-55355 - Permits, Fees and Other	102.96
TOTAL					<u>102.96</u>
Bill Pmt -Check	Bill.com	04/02/2024	ECl Site Construction Management Inc	1072 - Bill.com Money Out Clearing	
Bill	2	02/15/2024		3-55391 - Project Direct	101,064.47
TOTAL					<u>101,064.47</u>
Bill Pmt -Check	Bill.com	04/02/2024	Fiske Electric	1072 - Bill.com Money Out Clearing	
Bill	M2307004-2	02/15/2024		3-55251 - Project-Direct	2,334.95
TOTAL					<u>2,334.95</u>

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25809	02/15/2024		3-55423 - Project Administrator	720.00
TOTAL					<u>720.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Kimley-Horn and Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	196570000-0124	02/15/2024		3-55424 - Engineering	1,790.00
TOTAL					<u>1,790.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	432082	02/15/2024		3-55392 - Project Management	22,873.26
TOTAL					<u>22,873.26</u>
Bill Pmt -Check	Bill.com	04/02/2024	Wagner Construction	1072 - Bill.com Money Out Clearing	
Bill	9	02/15/2024		3-55551 - Project Direct	16,984.09
TOTAL					<u>16,984.09</u>
Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	432079	02/15/2024		3-55242 - Project Management	7,749.00
TOTAL					<u>7,749.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501659	02/15/2024		3-55424 - Engineering	2,442.50
TOTAL					<u>2,442.50</u>
Bill Pmt -Check	Bill.com	04/02/2024	Coyote Ridge Construction, LLC	1072 - Bill.com Money Out Clearing	
Bill	7	02/15/2024		3-55551 - Project Direct	30,504.12
TOTAL					<u>30,504.12</u>
Bill Pmt -Check	Bill.com	04/02/2024	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1234040.14	02/15/2024		3-55554 - Engineering	1,094.45
TOTAL					<u>1,094.45</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25818	02/15/2024		3-55303 - Project Administration	2,720.00
TOTAL					<u>2,720.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25808	02/15/2024		3-51040 - Capital-General District Mgmt	4,440.00
TOTAL					<u>4,440.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25813	02/15/2024		3-55203 - Project Administration	6,360.00
TOTAL					<u>6,360.00</u>

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25812	02/15/2024		3-55543 - Project Administration	1,360.00
TOTAL					<u>1,360.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	42261	02/15/2024		3-55554 - Engineering	4,450.00
TOTAL					<u>4,450.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501658	02/15/2024		3-55334 - Engineering	1,020.00
TOTAL					<u>1,020.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Ground Engineering Consultants, Inc.	1072 - Bill.com Money Out Clearing	
Bill	221295.0-13	02/15/2024		3-55394 - Engineering	1,053.75
TOTAL					<u>1,053.75</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25807	02/15/2024		3-55553 - Project Administration	2,160.00
TOTAL					<u>2,160.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Asphalt Specialties Co., Inc.	1072 - Bill.com Money Out Clearing	
Bill	6	02/15/2024		3-55551 - Project Direct	1,714.56
TOTAL					<u>1,714.56</u>
Bill Pmt -Check	Bill.com	04/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	432073	02/15/2024		3-55302 - Project Management	9,892.22
TOTAL					<u>9,892.22</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25815	02/15/2024		3-55373 - Project Administration	2,120.00
TOTAL					<u>2,120.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25816	02/15/2024		3-55343 - Project Administration	1,720.00
TOTAL					<u>1,720.00</u>
Bill Pmt -Check	Bill.com	04/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	42296	02/15/2024		3-55554 - Engineering	2,053.86
TOTAL					<u>2,053.86</u>
Bill Pmt -Check	Bill.com	04/02/2024	Rocky Mountain Custom Landscapes & Assoc	1072 - Bill.com Money Out Clearing	
Bill	63172	02/15/2024		3-55301 - Project-Direct	66,584.25
TOTAL					<u>66,584.25</u>

Baseline Metropolitan District No. 1
Check Detail
 March 28 through April 25, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/02/2024	Precision Pavement Marking Co	1072 · Bill.com Money Out Clearing	
Bill	350939	02/15/2024		3-55301 · Project-Direct	500.00
TOTAL					<u>500.00</u>
Bill Pmt -Check		04/10/2024	City and County of Broomfield- xx6828	1-11005 · Checking - First Bank	
Bill	172136828 01.23	01/26/2023	City and County of Broomfield- xx6828	1-23000 · Accounts Payable	0.00
TOTAL					<u>0.00</u>
Bill Pmt -Check		04/10/2024	City and County of Broomfield- xx7768	1-11005 · Checking - First Bank	
Bill	172147768 10.23	10/26/2023	City and County of Broomfield- xx7768	1-23000 · Accounts Payable	0.00
TOTAL					<u>0.00</u>
Bill Pmt -Check	2614	04/15/2024	City and County of Broomfield	1-11005 · Checking - First Bank	
Bill	BP-24-00715B	03/01/2024		3-55245 · Permits, Fees and Other	1,940.00
TOTAL					<u>1,940.00</u>
				Total	<u><u>\$ 651,438.97</u></u>

Contract Modifications for Board Ratification

Baseline Metropolitan District No. 1

Baseline-160th Avenue (BASELINE-160AVE)

<i>Contractor:</i> Asphalt Specialties, Inc.	<i>Modification Date:</i> 3 /19/2024	<i>Modification Amount:</i> \$15,345.00	<i>Contract #:</i> Cnt-01343
<i>Modification Description:</i> Change Order 7	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 3 /27/2024
<i>Modification Scope:</i> Traffic Signal Power Source			<i>Contractor Signed Date:</i> 3 /28/2024

<i>Contractor:</i> Asphalt Specialties, Inc.	<i>Modification Date:</i> 3 /12/2024	<i>Modification Amount:</i> \$9,900.00	<i>Contract #:</i> Cnt-01343
<i>Modification Description:</i> Change Order 8	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 3 /27/2024
<i>Modification Scope:</i> Pricing for Temporary Signal			<i>Contractor Signed Date:</i> 3 /28/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 11/28/2023	<i>Modification Amount:</i> (\$14,312.50)	<i>Contract #:</i> Cnt-01172
<i>Modification Description:</i> Change Order 5	<i>Payment Method:</i> Unit Price		<i>District Signed Date:</i> 3 /27/2024
<i>Modification Scope:</i> Over-Excavation Deduct			<i>Contractor Signed Date:</i> 4 /18/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 2 /20/2024	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01172
<i>Modification Description:</i> Change Order 6	<i>Payment Method:</i> No Charge		<i>District Signed Date:</i> 2 /27/2024
<i>Modification Scope:</i> BASE-160AVE – Schedule Change for Tax Exemption Extension to May 31st, 2024			<i>Contractor Signed Date:</i> 4 /18/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 2 /1 /2024	<i>Modification Amount:</i> \$19,468.23	<i>Contract #:</i> Cnt-01172
<i>Modification Description:</i> Change Order 7	<i>Payment Method:</i> Unit Price		<i>District Signed Date:</i> 3 /27/2024
<i>Modification Scope:</i> Gas Pipeline Excavation on 160th Ave. Excavation of soil above the Civitas gas line to within 04' of the top of the pipe. Then backfill and regrade the trench to finish grade after pipe work is completed.			<i>Contractor Signed Date:</i> 4 /18/2024

Baseline Metropolitan District No. 1

Baseline Linear Park (BASELINE-BLP)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 7 /7 /2023	<i>Modification Amount:</i> \$7,078.44	<i>Contract #:</i> Cnt-01194
<i>Modification Description:</i> Change Order #21	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 4 /15/2024	
<i>Modification Scope:</i> Additional nonpotable tap	<i>Contractor Signed Date:</i> 4 /15/2024		

Baseline Linear Park Phase 2 (BASELINE-BLPPH2)

<i>Contractor:</i> Smith Environmental & Engineering	<i>Modification Date:</i> 4 /1 /2024	<i>Modification Amount:</i> \$2,850.00	<i>Contract #:</i> Cnt-00890
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 4 /4 /2024	
<i>Modification Scope:</i> Environmental Clearances	<i>Contractor Signed Date:</i> 4 /4 /2024		

CENTER STREET DISTRICT (BASELINE-CSD)

<i>Contractor:</i> Kimley-Horn and Associates, Inc.	<i>Modification Date:</i> 2 /20/2024	<i>Modification Amount:</i> \$329,500.00	<i>Contract #:</i> Cnt-01209
<i>Modification Description:</i> CO 2 to WO 2022-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /4 /2024	
<i>Modification Scope:</i> Prepare Civil Construction Documents for the revised limits of design design/construction has expanded to cover approximately 60-acres of land (an increase from the originally scoped 33-acres)	<i>Contractor Signed Date:</i> 3 /5 /2024		

Baseline East Sheridan Residential (BASELINE-ESR)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 5 /19/2023	<i>Modification Amount:</i> (\$42,039.04)	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order 33	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Adjustment to Sidewalk Per HKS Sidewalk Exhibit	<i>Contractor Signed Date:</i> 3 /22/2024		

Baseline Metropolitan District No. 1

<i>Contractor:</i> GE Construction, Inc.	<i>Modification Date:</i> 4 /8 /2024	<i>Modification Amount:</i> \$5,250.00	<i>Contract #:</i> Cnt-01353
<i>Modification Description:</i> Change Order 1	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 4 /8 /2024	
<i>Modification Scope:</i> Irrigation Bores	<i>Contractor Signed Date:</i> 4 /11/2024		

<i>Contractor:</i> GE Construction, Inc.	<i>Modification Date:</i> 4 /3 /2024	<i>Modification Amount:</i> \$2,050.00	<i>Contract #:</i> Cnt-01353
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 4 /8 /2024	
<i>Modification Scope:</i> Irrigation Bore	<i>Contractor Signed Date:</i> 4 /8 /2024		

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 10/13/2023	<i>Modification Amount:</i> \$2,966.54	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #3	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 3 /13/2024	
<i>Modification Scope:</i> Provide and install battery operated controllers on main line C	<i>Contractor Signed Date:</i> 3 /20/2024		

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 7 /17/2023	<i>Modification Amount:</i> \$285.20	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #4	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Provided labor and materials to directional bore 2 EA Sleeves for Controller A. These sleeves are located Just north of Alcott Way and Sheridan Parkway along the ROW detached sidewalk	<i>Contractor Signed Date:</i> 2 /20/2024		

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 10/13/2023	<i>Modification Amount:</i> (\$154,348.01)	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #5	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Deduct for Bid Items 128300-15, 128300-16, 128300-17 & 128300-18. Baseline Signage	<i>Contractor Signed Date:</i> 2 /20/2024		

Baseline Metropolitan District No. 1

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 3 /7 /2024	<i>Modification Amount:</i> \$3,214.05	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order # 6	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 3 /15/2024	
<i>Modification Scope:</i> Stom Water Maintenance and Erosion Control.			<i>Contractor Signed Date:</i> 3 /18/2024

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 1 /19/2024	<i>Modification Amount:</i> \$2,788.99	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #7	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Change concrete curb in quad to steel edging			<i>Contractor Signed Date:</i> 2 /20/2024

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 12/7 /2023	<i>Modification Amount:</i> \$15,940.74	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #8	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Additional concrete splash apron on Promenade Street not listed on bid tab			<i>Contractor Signed Date:</i> 2 /20/2024

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 1 /19/2024	<i>Modification Amount:</i> (\$87,793.48)	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order #9	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Credit for site furnishers to be provided by others			<i>Contractor Signed Date:</i> 2 /20/2024

Baseline East Sheridan Residential Phase 2 (BASELINE-ESRPH2)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 12/30/2023	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01194
<i>Modification Description:</i> Change Order 22	<i>Payment Method:</i> No Charge	<i>District Signed Date:</i> 1 /2 /2024	
<i>Modification Scope:</i> Final Completion Date Has Been Revised From July 31, 2023 to June 26, 2024			<i>Contractor Signed Date:</i> 1 /2 /2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> ECI Site Construction Management, Inc.	<i>Modification Date:</i> 1 /22/2024	<i>Modification Amount:</i> (\$5,002.37)	<i>Contract #:</i> Cnt-01386
<i>Modification Description:</i> Change Order 1	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 2 /14/2024
<i>Modification Scope:</i> Deduct for Paver Substructure Change			<i>Contractor Signed Date:</i> 2 /20/2024
<i>Contractor:</i> ECI Site Construction Management, Inc.	<i>Modification Date:</i> 3 /15/2024	<i>Modification Amount:</i> (\$53,055.35)	<i>Contract #:</i> Cnt-01386
<i>Modification Description:</i> Change Order 2	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 4 /8 /2024
<i>Modification Scope:</i> Deduct to Remove Hammock Quantities			<i>Contractor Signed Date:</i> 4 /2 /2024
<i>Contractor:</i> ECI Site Construction Management, Inc.	<i>Modification Date:</i> 3 /20/2024	<i>Modification Amount:</i> \$6,434.47	<i>Contract #:</i> Cnt-01386
<i>Modification Description:</i> Change Order 3	<i>Payment Method:</i> Unit Price		<i>District Signed Date:</i> 4 /8 /2024
<i>Modification Scope:</i> Utility Trench and Compaction, and Retaining Wall Block			<i>Contractor Signed Date:</i> 4 /9 /2024
<i>Contractor:</i> ECI Site Construction Management, Inc.	<i>Modification Date:</i> 3 /22/2024	<i>Modification Amount:</i> \$49,836.70	<i>Contract #:</i> Cnt-01386
<i>Modification Description:</i> Change Order # 4	<i>Payment Method:</i> Unit Price		<i>District Signed Date:</i> 4 /8 /2024
<i>Modification Scope:</i> Shade Shelter Increase			<i>Contractor Signed Date:</i> 4 /9 /2024
<i>Contractor:</i> Majestic Surveying	<i>Modification Date:</i> 3 /11/2024	<i>Modification Amount:</i> \$5,910.00	<i>Contract #:</i> Cnt-01377
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 3 /12/2024
<i>Modification Scope:</i> Survey and Staking Services.			<i>Contractor Signed Date:</i> 3 /12/2024
<i>Contractor:</i> MV Consulting Inc.	<i>Modification Date:</i> 4 /8 /2024	<i>Modification Amount:</i> \$640.00	<i>Contract #:</i> Cnt-00824
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 4 /11/2024
<i>Modification Scope:</i> Lighting and Gear Submittal Review			<i>Contractor Signed Date:</i> 4 /11/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Norris Design, Inc.	<i>Modification Date:</i> 4 /12/2024	<i>Modification Amount:</i> \$14,600.00	<i>Contract #:</i> Cnt-00818
<i>Modification Description:</i> Change Order 1	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 4 /15/2024	
<i>Modification Scope:</i> Coordination & Design Services with Anchor Engineering			<i>Contractor Signed Date:</i> 4 /19/2024

<i>Contractor:</i> Norris Design, Inc.	<i>Modification Date:</i> 4 /12/2024	<i>Modification Amount:</i> \$15,000.00	<i>Contract #:</i> Cnt-00818
<i>Modification Description:</i> Change Order 1	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 4 /15/2024	
<i>Modification Scope:</i> Design Updates and Bid Tab Coordination Services			<i>Contractor Signed Date:</i> 4 /19/2024

<i>Contractor:</i> Norris Design, Inc.	<i>Modification Date:</i> 9 /21/2023	<i>Modification Amount:</i> \$21,500.00	<i>Contract #:</i> Cnt-00818
<i>Modification Description:</i> WO 2023-02	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /8 /2024	
<i>Modification Scope:</i> Construction Assistance Park Lane			<i>Contractor Signed Date:</i> 2 /12/2024

<i>Contractor:</i> Norris Design, Inc.	<i>Modification Date:</i> 4 /12/2024	<i>Modification Amount:</i> \$4,000.00	<i>Contract #:</i> Cnt-00818
<i>Modification Description:</i> Change Order 2	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 4 /15/2024	
<i>Modification Scope:</i> Coordination & Design services with JVA Consulting Engineers			<i>Contractor Signed Date:</i> 4 /15/2024

Baseline East Sheridan Residential Phase 3 (BASELINE-ESRPH3)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 5 /22/2023	<i>Modification Amount:</i> \$83,887.75	<i>Contract #:</i> Cnt-01194
<i>Modification Description:</i> Change order #20	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 4 /15/2024	
<i>Modification Scope:</i> East Sheridan CO 37 Tract W Grading			<i>Contractor Signed Date:</i> 4 /15/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Matrix Design Group, Inc.	<i>Modification Date:</i> 2 /26/2024	<i>Modification Amount:</i> \$28,500.00	<i>Contract #:</i> Cnt-00634
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /26/2024	
<i>Modification Scope:</i> Baseline Parkside West Phase 3: Traffic Signal Design at Sheridan and 167th			<i>Contractor Signed Date:</i> 2 /26/2024

Baseline O&M (BASELINE-OM)

<i>Contractor:</i> Environmental Designs, Inc.	<i>Modification Date:</i> 3 /6 /2024	<i>Modification Amount:</i> \$1,953.09	<i>Contract #:</i> Cnt-00746
<i>Modification Description:</i> WO 2024-08	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 3 /8 /2024	
<i>Modification Scope:</i> Sod Installation Services			<i>Contractor Signed Date:</i> 3 /8 /2024

<i>Contractor:</i> Environmental Designs, Inc.	<i>Modification Date:</i> 3 /6 /2024	<i>Modification Amount:</i> \$10,536.91	<i>Contract #:</i> Cnt-00746
<i>Modification Description:</i> WO 2024-09	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 3 /12/2024	
<i>Modification Scope:</i> New Tree Installation Services			<i>Contractor Signed Date:</i>

Baseline Sheridan Parkway Phase 2 (BASELINE-SHERPWP2)

<i>Contractor:</i> Asphalt Specialties, Inc.	<i>Modification Date:</i> 4 /11/2024	<i>Modification Amount:</i> \$109,900.00	<i>Contract #:</i> Cnt-01343
<i>Modification Description:</i> Change Order 2	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 4 /17/2024	
<i>Modification Scope:</i> Sheridan Extra Grading and Removals			<i>Contractor Signed Date:</i> 4 /18/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 5 /12/2023	<i>Modification Amount:</i> \$98,729.00	<i>Contract #:</i> Cnt-01172
<i>Modification Description:</i> Change Order 2	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 3 /27/2024	
<i>Modification Scope:</i> Retaining Walls			<i>Contractor Signed Date:</i>

Baseline Metropolitan District No. 1

<i>Contractor:</i> Wagner Construction, Inc.	<i>Modification Date:</i> 4 /12/2024	<i>Modification Amount:</i> \$19,637.88	<i>Contract #:</i> Cnt-01342
<i>Modification Description:</i> Change Order # 1	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 1 /9 /2023	
<i>Modification Scope:</i> Lowering the existing reuse line where hydrant 4 crosses it on Sheridan Parkway due to CCOB standards.			<i>Contractor Signed Date:</i> 1 /15/2024

<i>Contractor:</i> Wagner Construction, Inc.	<i>Modification Date:</i> 2 /12/2024	<i>Modification Amount:</i> \$2,467.50	<i>Contract #:</i> Cnt-01342
<i>Modification Description:</i> Change Order 6	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 3 /27/2024	
<i>Modification Scope:</i> Exposing the existing power line at hydrant lateral #3 on Sheridan to see if it is possible to shift over to have clearance to install the hydrant			<i>Contractor Signed Date:</i>

Baseline-Southlands (BASELINE-SLAND)

<i>Contractor:</i> A.G. Wassenaar, INC.	<i>Modification Date:</i> 3 /11/2024	<i>Modification Amount:</i> \$50,671.00	<i>Contract #:</i> Cnt-01378
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /12/2024	
<i>Modification Scope:</i> Construction Testing and Observation Services.			<i>Contractor Signed Date:</i> 4 /4 /2024

<i>Contractor:</i> AzTec Consultants, Inc.	<i>Modification Date:</i> 3 /21/2024	<i>Modification Amount:</i> \$153,130.00	<i>Contract #:</i> Cnt-01385
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 3 /28/2024	
<i>Modification Scope:</i> Surveying Services			<i>Contractor Signed Date:</i> 3 /28/2024

<i>Contractor:</i> Contour Services	<i>Modification Date:</i> 11/2 /2023	<i>Modification Amount:</i> \$796,540.73	<i>Contract #:</i> Cnt-01398
<i>Modification Description:</i> WO 2023-02	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 4 /17/2024	
<i>Modification Scope:</i> Construction Management Services			<i>Contractor Signed Date:</i> 4 /17/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Smith Environmental & Engineering	<i>Modification Date:</i> 2 /23/2024	<i>Modification Amount:</i> \$1,600.00	<i>Contract #:</i> Cnt-00890
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /4 /2024	
<i>Modification Scope:</i> Baseline Southlands: Environmental Clearances			<i>Contractor Signed Date:</i> 3 /5 /2024

West Sheridan Residential Phase 2 (BASELINE-WSRPH2)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 10/20/2022	<i>Modification Amount:</i> \$5,913.26	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> Change Order 18	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 10/25/2022	
<i>Modification Scope:</i> Additional erosion control, concrete washout cleaning, and underdrain repair per scope change.			<i>Contractor Signed Date:</i> 10/25/2022

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 10/20/2022	<i>Modification Amount:</i> \$3,967.50	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> Change Order #19	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 10/25/2022	
<i>Modification Scope:</i> Re-installation of street signs after home builders removed per Scope Change.			<i>Contractor Signed Date:</i> 10/25/2022

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 7 /7 /2023	<i>Modification Amount:</i> \$11,000.00	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> Change Order 27	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /26/2024	
<i>Modification Scope:</i> Hauling of Dirt and Concrete			<i>Contractor Signed Date:</i> 3 /26/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 9 /19/2023	<i>Modification Amount:</i> \$10,592.80	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> Change Order 28	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /13/2024	
<i>Modification Scope:</i> Tract Y Regrade			<i>Contractor Signed Date:</i> 3 /22/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 1 /10/2023	<i>Modification Amount:</i> \$3,296.20	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> CO 29	<i>Payment Method:</i> Unit Price		<i>District Signed Date:</i> 3 /13/2024
<i>Modification Scope:</i> Lower Existing Manhole to Grade			<i>Contractor Signed Date:</i> 3 /22/2024
<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 2 /5 /2024	<i>Modification Amount:</i> \$2,172.94	<i>Contract #:</i> Cnt-01053
<i>Modification Description:</i> Change Order 30	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 3 /26/2024
<i>Modification Scope:</i> Install of Curb Stop, Drain, and Meter Pit			<i>Contractor Signed Date:</i> 4 /18/2024
<i>Contractor:</i> DINS Inc.	<i>Modification Date:</i> 3 /26/2024	<i>Modification Amount:</i> \$2,700.00	<i>Contract #:</i> Cnt-01190
<i>Modification Description:</i> CO 7 to WO 2022-05	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 3 /26/2020
<i>Modification Scope:</i> Tract J Dirt Work			<i>Contractor Signed Date:</i> 3 /26/2024
<i>Contractor:</i> DINS Inc.	<i>Modification Date:</i> 3 /20/2024	<i>Modification Amount:</i> (\$568.56)	<i>Contract #:</i> Cnt-01190
<i>Modification Description:</i> CO 8 to WO 2022-05	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 3 /26/2024
<i>Modification Scope:</i> Credit for Missing Clean Out Lids			<i>Contractor Signed Date:</i> 3 /26/2024
<i>Contractor:</i> DINS Inc.	<i>Modification Date:</i> 3 /26/2024	<i>Modification Amount:</i> \$481.25	<i>Contract #:</i> Cnt-01190
<i>Modification Description:</i> CO 9 to WO 2022-05	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 3 /26/2024
<i>Modification Scope:</i> Additional 6" Concrete for Walk Realignment			<i>Contractor Signed Date:</i> 3 /26/2024
<i>Contractor:</i> GE Construction, Inc.	<i>Modification Date:</i> 3 /11/2024	<i>Modification Amount:</i> \$4,800.00	<i>Contract #:</i> Cnt-01353
<i>Modification Description:</i> CO 1	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 3 /29/2024
<i>Modification Scope:</i> West Sheridan Residential Irrigation Bore.			<i>Contractor Signed Date:</i> 3 /29/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> GE Construction, Inc.	<i>Modification Date:</i> 12/11/2023	<i>Modification Amount:</i> \$3,450.00	<i>Contract #:</i> Cnt-01353
<i>Modification Description:</i> WO #2023-01	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 3 /29/2024	
<i>Modification Scope:</i> Side Walk Boring Services	<i>Contractor Signed Date:</i> 3 /29/2024		

<i>Contractor:</i> Rocky Mountain Custom Landscapes, Inc.	<i>Modification Date:</i> 2 /13/2024	<i>Modification Amount:</i> \$1,051.00	<i>Contract #:</i> Cnt-01332
<i>Modification Description:</i> Change Order # 10	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /13/2024	
<i>Modification Scope:</i> Remove and Dispose of 20' Long Concrete Curb on West Sheridan Residential Phase 2.	<i>Contractor Signed Date:</i> 2 /13/2024		

BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 1
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 1 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 1 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 1

By: Kim L. Perry
Its: President

BASELINE METROPOLITAN DISTRICT NO. 1 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 1 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail:

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 2
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 2 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 2 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 2

By: Kim L. Perry
Its: President

BASELINE METROPOLITAN DISTRICT NO. 2 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 2 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

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E-mail:

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

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BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 3
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 3 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 3 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 3

By: Kim L. Perry

Its: President

BASELINE METROPOLITAN DISTRICT NO. 3 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 3 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

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FOOTNOTES TO BE REMOVED PRIOR TO POSTING

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BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 4
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 4 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 4 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 4

By: Kim L. Perry

Its: President

BASELINE METROPOLITAN DISTRICT NO. 4 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 4 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

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FOOTNOTES TO BE REMOVED PRIOR TO POSTING

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BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 5
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 5 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 5 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 5

By: Kim L. Perry
Its: President

BASELINE METROPOLITAN DISTRICT NO. 5 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 5 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail:

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 6
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 6 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 6 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 6

By: Kim L. Perry

Its: President

BASELINE METROPOLITAN DISTRICT NO. 6 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 6 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail:

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 7
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 7 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 7 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 7

By: Kim L. Perry
Its: President

BASELINE METROPOLITAN DISTRICT NO. 7 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 7 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

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BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 8
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 8 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

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WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 8 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
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[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 8

By: Kim L. Perry

Its: President

BASELINE METROPOLITAN DISTRICT NO. 8 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 8 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

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BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 9
A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND
TECHNICAL STANDARDS

WHEREAS, Baseline Metropolitan District No. 9 (the “District”) is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the “ICT”) is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 9 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District’s website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website as soon as possible but not later than July 1, 2024.
2. Actions to Effectuate Resolution. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Boards of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 2nd DAY OF MAY, 2024.

BASELINE METROPOLITAN DISTRICT
NO. 9

By: Kim L. Perry

Its: President

BASELINE METROPOLITAN DISTRICT NO. 9 TECHNOLOGY ACCESSIBILITY STATEMENT

Baseline Metropolitan District No. 9 (the “District”) is committed to providing equitable access to the District’s official website to all members of the public. The District’s ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology’s accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

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To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Managers' Report
 Board Meeting Date: May 2, 2024

General District Matters

- **Primary Contact:** Please contact Bryan Newby, District Manager, at bryann@pcgi.com or basemdadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- **Management & Administration Updates & Activities:**
 - Procedures have begun to acquire the Sustainable Landscape Community Designation for Baseline MD. PCGI is reviewing the updated 2024 application and will be coordinating with contractors and internal teams to begin gathering the necessary application materials.
- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD	Top 3 Pages Viewed
92 Visits	425 Visits	Governance and Compliance
85 Unique Visitors	363 Unique Visitors	Community
163 Page Views	847 Page Views	District Services
Geographic Data – Year to Date – Top 5 Visitor Locations		
Denver – 50 Visits		
Colorado Springs – 15 Visits		
Castle Rock – 13 Visits		
Lafayette – 12 Visits		
Aurora – 12 Visits		

- **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion
File Boundary Map	PCGI	01/01/2024	Completed
Post Transparency Notice	PCGI	01/15/2024	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/2024	Completed

Baseline Metropolitan District
 c/o Pinnacle Consulting Group, Inc.
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: (970) 685-2770
 Email: basemdadmin@pcgi.com

Serving our clients and community through excellent dependable service.

Renew SDA Membership	PCGI	03/01/2024	Completed
File Audit Exemptions	PCGI	03/31/2024	Completed
Submit Audit to Governing Board	PCGI	06/30/2024	
File Audit	PCGI	07/30/2024	
File Annual Report	PCGI	10/01/2024	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2024	
Renew Property & Liability Insurance	PCGI	12/01/2024	
Certify Mill Levies	PCGI	12/15/2024	
Adopt Budget	PCGI	12/31/2024	
Ensure Website Compliance	PCGI	12/31/2024	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

- **Budget and Contract Notes:**
 - All services are within the budget plan.
- **Last Month Updates:**
 - Natural Area was assessed for areas of concern.
 - Snow Removal for March storms
 - Playground inspection
 - Weed control throughout the district and preemergent spray has been applied.
- **Current Month**
 - The first OLM inspection was completed on 04/25/23.
 - Beauty band mowing in Natural areas has begun.
 - Irrigation activation
 - Manicured grass aeration and continued weed control through the district.



Baseline Metropolitan District
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Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
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Serving our clients and community through excellent dependable service.



To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: District Capital Infrastructure Project Report
 Board Meeting Date: May 2, 2024

BIDDING

1. Parkside West Phase 3 Public Grading Improvements (CFS #18)
 - The pre-bid meeting was held on October 26, 2023 and bid opening took place on November 16, 2023. Bid and contractor recommendations will be presented at the June 6, 2024 Board Meeting.
2. 160th Avenue and Sheridan Parkway Phase 2 Public Landscaping Improvements (CFS #15)
 - The project overview meeting has been scheduled for May 24, 2024. The pre-bid meeting is tentatively scheduled for June 13, 2024 and the bid opening is tentatively scheduled for July 11, 2024. Bid and contractor recommendations will be presented at the August 1, 2024 Board Meeting.
3. Parkside West Phase 3 Public Utilities and Roadway Improvements (CFS #18)
 - The project overview meeting has been scheduled for May 22, 2024. The pre-bid meeting is tentatively scheduled for June 13, 2024 and the bid opening is tentatively scheduled for July 11, 2024. Bid and contractor recommendations will be presented at the August 1, 2024 Board Meeting.

CONSTRUCTION

4. Parkside West Phase 1 Public Infrastructure Improvements (CFS #3)
 - CRC is done with construction with the exemption of sidewalks to be completed.
5. Parkside West Phase 1 Public Landscaping Improvements (CFS #3)
 - A fully executed construction contract has been issued to Rocky Mountain Custom Landscapes and Associates. Construction has begun with an anticipated final completion at the end of summer 2025.
6. Linear Park Phase 1 (CFS #6)
 - Brightview continues construction on the promenade work, irrigation, and light poles with completion anticipated in the fall of 2024.
7. West Sheridan Residential Phase 2 Public Landscaping Improvements (CFS #11)
 - Hall Contracting continues installation of irrigation lines, landscaping, and remains on track with final completion anticipated in the spring of 2024. Meritage Home builder damage settlement has occurred and payment has been remitted to the district. Alley repair quotes have been received and work is scheduled to begin in Quarter 2.
8. Southlands (CFS #12)
 - A contract for Coyote Ridge Construction for public grading was issued and construction is anticipated to begin on April 1, 2024.

Loveland
 550 W. Eisenhower Blvd
 Loveland, CO 80537
 (970) 669.3611

Denver
 6950 E. Belleview Ave, Suite 200
 Greenwood Village, CO 80111
 (303) 333.4380



- A contract for Wagner Construction for public utilities was issued and long lead materials will start to be ordered. Construction is anticipated to started in August 2024.
9. 160th Avenue (CFS #14)
- A fully executed construction contract for public grading has been issued to Coyote Ridge Construction. Coyote Ridge has completed all grading except for grading impacted by the gas line relocation.
 - A fully executed construction contract for public utilities has been issued to Wagner Construction. Wagner has completed the install of the public utilities scope of work.
 - A fully executed construction contract for public roadways has been issued to Asphalt Specialties. The bottom mat of asphalt paving has been completed with the top mat of asphalt paving to be completed in the spring. Completion is anticipated in late spring 2024.
 - District has met its scheduled reopening in November 2023.
 - Substantial completion for roadway improvements for September 2024.
 - Landscaping construction to start Spring of 2025 or Fall of 2024.
10. Sheridan Parkway Phase 2 (CFS #15)
- Grading activities have commenced, roadways (Asphalt Concrete) projected in June of 2024. Fully executed construction contracts have been issued to Coyote Ridge Construction, Wagner Construction, and Asphalt Specialties.
 - Substantial completion for roadway improvements for September 2024.
 - Landscaping construction to start Spring of 2025 or Fall of 2024.
11. Parkside West Phase 2 (CFS #21)
- United Power has completed installing utilities and Xcel is currently installing utilities and are anticipated to be complete in spring. CRC has completed all contracted work except for sidewalks that can't be installed until Xcel Utilities are complete. Completion of these sidewalks is anticipated this Spring 2024.
 - A fully executed construction contract for Park Lane public landscaping has been issued to ECI. Construction has begun and is anticipated to be completed in the fall of 2024.
 - Board approved landscaping contract with Coloco. Construction is set to begin in May 2024.
12. Monumentation Phase 3 (CFS #23)
- A fully executed contract has been issued to BSC Signs. Construction has begun and is anticipated to be completed in Fall of 2024.
 - Signs being installed in two phases.

WARRANTY

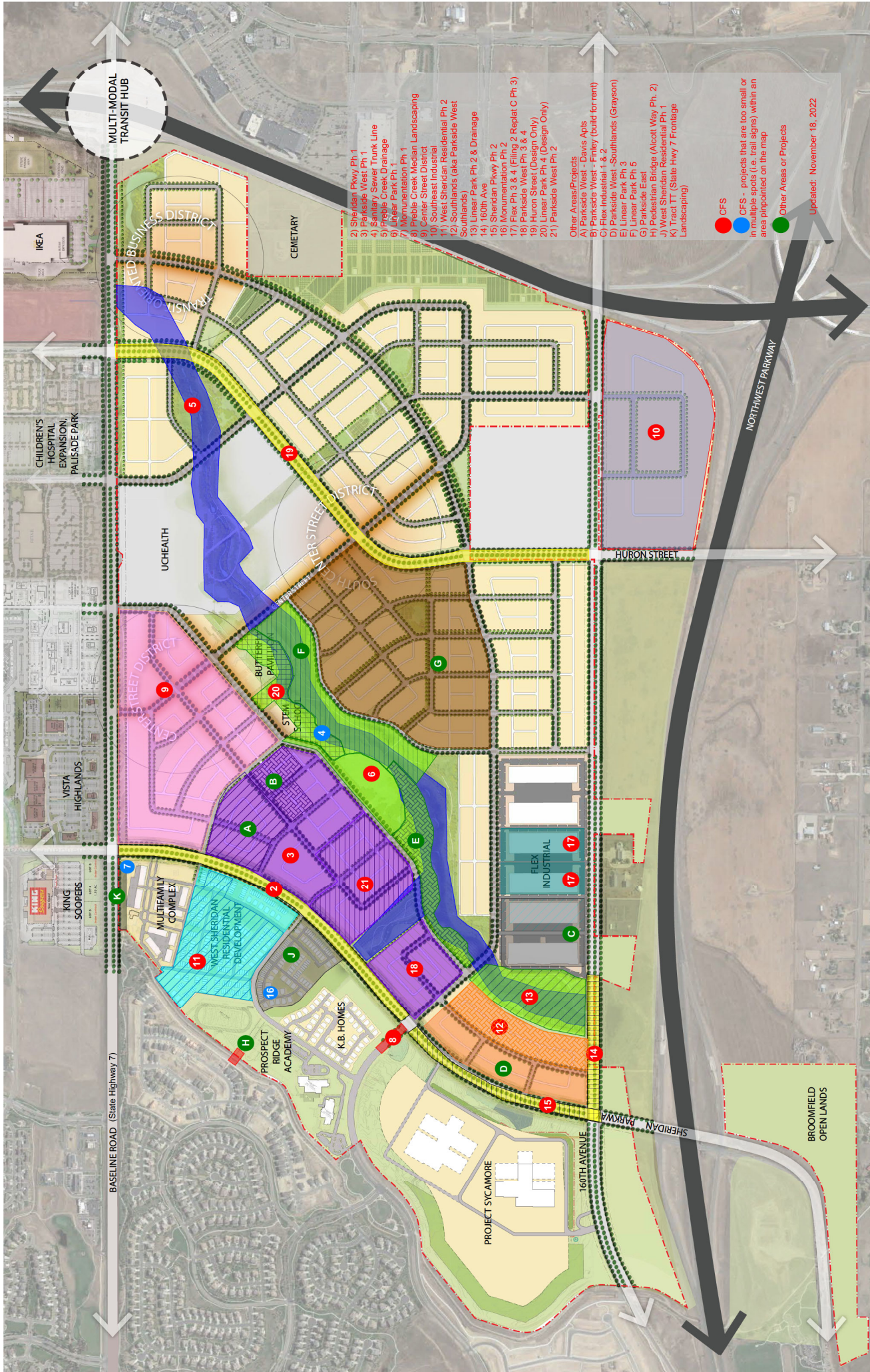
13. Sheridan Parkway Phase 1 Public Infrastructure Improvements (CFS #2)
- City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for late February 2024. Punch walk was conducted the week of September 11, 2023. CCOB additional walk for the week of February 27. Team has met with contractor and drone footage is being utilized to compile corrections that need to be made and these are anticipated to be complete in late spring 2024.
14. Preble Creek Drainage (CFS #5)

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- City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
15. Monumentation Phase 1 (CFS #7)
 - Installation of primary boundary marker/monument sign is complete. Final electrical service termination is complete and final acceptance occurred in Fall 2023. Fiske electric currently working to repair issues in February 2024.
 16. Preble Creek Median Landscaping (CFS #8)
 - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
 17. West Sheridan Residential Phase 2 Public Infrastructure Improvements (CFS #11)
 - City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for February 2024. Punch walk is being scheduled with CCOB for spring 2024.
 18. Monumentation Phase 2 (CFS #16)
 - The installation of the monumentation signs was completed in September of 2023. The warranty will expire in September 2024.
 19. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Sanitary Sewer Improvements (CFS #17)
 - City and County of Broomfield warranty period expires in February 2025. Final Acceptance is tentatively scheduled for January 2025.
 20. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Storm Sewer Improvements (CFS #17)
 - City and County of Broomfield warranty period expires in October of 2025. Final acceptance is tentatively scheduled for September of 2025.



BASELINE ROAD (State Highway 7)

MULTI-MODAL TRANSIT HUB

Updated: November 18, 2022

- CFS
- CFS - projects that are too small or in multiple spots (i.e. trail signs) within an area pinpointed on the map
- Other Areas or Projects

- 2) Sheridan Pkwy Ph 1
- 3) Parkside West Ph 1
- 4) Sanitary Sewer Trunk Line
- 5) Pepple Creek Drainage
- 6) Linear Park Ph 1
- 7) Monumentation Ph 1
- 8) Pepple Creek Median Landscaping
- 9) Center Street District
- 10) Youth Center (residential Ph 2)
- 11) Southlands (aka Parkside West Southlands)
- 12) Linear Park Ph 2 & Drainage
- 13) 160th Ave
- 14) Sheridan Pkwy Ph 2
- 15) Monumentation Ph 2
- 16) Monumentation Ph 3
- 17) Flex Ph 3 & 4 (Filling 2 Replat C Ph 3)
- 18) Parkside West Ph 3 & 4
- 19) Huron Street (Design Only)
- 20) Linear Park Ph 4 (Design Only)
- 21) Parkside West Ph 2

- Other Areas/Projects
- A) Parkside West - Davis Apts
 - B) Parkside West - 1st story build for rent
 - C) Parkside West - Southlands (Grayson)
 - D) Linear Park Ph 3
 - E) Linear Park Ph 5
 - F) Parkside East
 - G) Pedestrian Bridge (Alcott Way Ph. 2)
 - H) West Sheridan Residential Ph 1
 - I) Tract TT (State Hwy 7 Frontage Landscaping)

Disclaimer: Map is used to scale and is intended for informational and illustrative purposes only. Plans, uses, zoning, amenities, features, availability, acreage, sizes, dates, vehicle counts, listed downstreets, and other data are subject to change without notice and shall not be relied upon. September 2020.



Scale 1"=400' / 1:4800

Baseline Community Master Plan
Concept Plan

BASELINE



MEMORANDUM

TO: Board of Directors
FROM: Mike McBride – Project Manager

Date: April 25, 2024

RE: PROJECT MANAGEMENT FEES – CENTER STREET DISTRICT

Board of Directors:

Per requirements of the Project Management Master Service Agreement between McWhinney Real Estate Services, Inc. (MRES, Inc.) and the Baseline Metropolitan District, please accept the below information for the subject project and fees proposed by MRES for project management services.

As highlighted in the agreement, PM fees are charged against total project costs, less projected warranty and contingency costs as authorized by the District.

Relevant Project Details:

- | | |
|--|------------------|
| 1. Total Projected District Soft Cost Budget: | \$10,552,883 |
| 2. Total Projected District Soft Cost Budget (without Contingency): | \$9,227,290 |
| 3. Total PM Fee (5% of Item #2): | \$461,364 |
| 4. MRES will bill the 5% fee in equal installments, adjusted for changes in projected cost | |
| 5. Starting Billing Month: | May 2024 |
| 6. Final Projected Billing Month: | October 2025 |

1800 Wazee Street
Suite 200
Denver, CO 80202
720-360-4700

2725 Rocky Mountain Avenue
Suite 200
Loveland, CO 80538
970-962-9990

mcwhinney.com

WORK ORDER #2024-01
TO MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Work Order is made and entered into this **11th day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **A.G. WASSENAAR, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 11, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Baseline-Southlands: Construction Testing and Observation Services.**

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **Time and Materials not to Exceed a Total of \$50,671.00**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year. Contractor shall have no obligation to continue performance of this Agreement in the event that sufficient funds are not appropriated for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **Upon Completion of Services.**

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **11th day of March, 2024.**

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

A.G. WASSENAAR, INC.:

DocuSigned by:
By: Jon R. Waanders
FA14FFA4F0454A8...
Its: Vice President

EXHIBIT A-1 TO WORK ORDER #2024-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



September 12, 2023

Baseline Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 West Eisenhower Boulevard
Loveland, Colorado 80537

Attention: Mr. Shadrach Too

Subject: **Proposed Construction Testing and Observation Services**
Baseline Southlands
West 160th Avenue and Sheridan Parkway
Loveland, Colorado
Proposal Number 233827

As requested, A.G. Wassenaar, Inc. (AGW) has estimated our fees for providing the requested services. The time required to complete the requested scope of services will be dependent upon the portion of work being constructed and the rate of construction. We have based our fees partly on our experience with similar projects and partly on construction schedule and/or quantity information you provided. If our assumed scope differs from your anticipated schedule, we should be contacted to revise this estimate. AGW's services are provided on a unit-rate basis in accordance with our estimate outlined below.

Fill Compaction Testing

(Overlot Grading and Utility Backfill)

Charges applicable to this project are inclusive and include the field technician's time at \$84.00 per hour. The hourly rate includes travel time to and from the project. There is no per test fee, vehicle charge for mileage to and from the project or related equipment charges. Project Manager or Engineer's time is necessary for review of field work. Typically, one hour of review time is charged for every eight hours of field time. In addition, Project Manager or Engineer's time for any meetings or required evaluations will be charged at their respective hourly rates.

Fees in addition to field technician's time and density tests will include laboratory Proctor tests and associated classification testing (sieve analyses and Atterberg limits) for each significant material type sampled. Fees for this laboratory testing will be at the specified unit rates. The total fee for fill compaction testing services is difficult to determine because of the variables involved.

Concrete Testing

Field and laboratory testing of fresh concrete is charged on an hourly basis for field services and a per test basis for laboratory services. The field testing service is based on a field technician billing rate of \$74.00 per hour. The hourly rate includes travel to and from the project. There are no additional charges for vehicle or equipment usage. A fee of \$16.00 is charged for each cylinder cast. Project Manager or Engineer's time is necessary for review of field work. Typically, one hour of review

time is charged for every eight hours of field time. In addition, Project Manager or Engineer's time for any meetings or required evaluations will be charged at their respective hourly rates in accordance with our estimate outlined below.

Typically, each test includes round trip travel time; technician site time to perform slump, air content, unit weight, and temperature testing; recording of mix and batch data; casting of 4 x 8 inch concrete cylinders; transportation to our laboratory; and curing and compressive strength testing. The Contractor is responsible for providing the initial curing environment prior to transportation to our laboratory. AGW's field personnel must be informed of the storage accommodations prior to concrete placement. Upon completion of specified compressive strength testing, a report containing pertinent data will be issued. If requested, a self-heated/cooled curing box can be provided for an additional fee. This box will require an electrical connection (120 volt). Security of this equipment will be the responsibility of the Contractor. If the box is damaged or stolen, the replacement cost will be invoiced to our Client.

Fee Estimate

This estimate is based upon the scope-of-work requested, quantities provided to AGW, our assumption of the Contractor's anticipated rate of progress, and our experience with similar projects. Depending on the Contractor's rate of progress, conditions encountered, and the required/requested scope, the actual total fees may vary. The Client will be billed only the amount required to complete the project as requested. Our fee estimate has been summarized below.

<u>Service</u>	<u>Estimated Fee</u>
Fill Compaction Testing:	
<i>(Overlot Grading)(Assuming 6,000 yds³ per day)</i>	
Field Technician: 48 days, 8.0 hours per day, \$84.00/hour	\$ 32,256.00
Project Manager/Engineer (review): 48.0 hours, \$115.00/hour	5,520.00
Project Manager/Engineer (meetings/evaluations): 6.0 hours, \$115.00/hour	690.00
Proctors and Associated Classification Testing: 4 at \$275.00/each	<u>1,100.00</u>
	\$ 39,566.00
Fill Compaction Testing:	
<i>(Utility Backfill)</i>	
Field Technician: 15 days, 3.5 hours per day, \$84.00/hour	\$ 4,410.00
Project Manager/Engineer (review): 7.0 hours, \$115.00/hour	<u>805.00</u>
	\$ 5,215.00
Concrete Testing:	
Field Technician: 15 sets, 3.5 hours per set, \$74.00/hour	\$ 3,885.00
Cylinders: 75, \$16.00/each	1,200.00
Project Manager/Engineer (review): 7.0 hours, \$115.00/hour	<u>805.00</u>
	\$ 5,890.00
Total Estimated Fee	\$ <u>50,671.00</u>

We caution the Owner that fee estimates for materials testing and construction observation services can vary from consultant to consultant, and are only preliminary estimates to assist in budget formulation. The accuracy is greatly affected by the information provided during proposal preparation

(i.e., construction plans, material quantities, construction schedules, project specifications, and testing frequency required, etc.). AGW has no control over construction rates, quantity revisions, or changes in testing requirements. Our responsibility to the Owner is to provide services as requested. We will bill for the time required to complete each phase of the project as specified and/or requested, using the unit rates provided. These unit rates are subject to possible change on an annual basis. The Client understands that our testing/observation services in no way relieves the Contractor from properly constructing the work. The responsibility of performance is exclusively that of the Contractor.

AGW's services during construction shall be limited to observation and testing of the contracted phase of construction. AGW shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by the Client's Contractor. Performance of construction testing and observation services does not constitute a warranty or guarantee of any type, since even with diligent testing and observation, some construction defects, deficiencies or omissions in the Contractor's work may occur undetected. The Client shall hold its Contractor responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Upon completion, the Contractor and/or subcontractor should provide documentation that the fill was placed in accordance with project specifications and is suitable for intended support. It is the responsibility of the Client or Contractor to schedule the requested services.

If AGW is asked by the Client to subcontract inspection, geological, or laboratory testing services on behalf of the Client, AGW agrees to do so only as an accommodation to the Client and in reliance upon the Client's assurance that the Client will make no claim nor bring any action at law or in equity against AGW as a result of this subcontracted service. The Client understands that AGW is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the Client shall not rely upon AGW to check the quality or accuracy of their services. In addition, the Client agrees to the fullest extent permitted by law to indemnify and hold AGW harmless from any damage, liability, or cost (including reasonable Attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities, or costs caused by the sole negligence or willful misconduct of AGW.

Scheduling

AGW has built its reputation on providing responsive and quality services. We are flexible when it comes to scheduling and report turn-around time. We request 24 hours notice before services are required in order to efficiently meet our Client's needs. We are confident we can meet any reasonable deadline. All we ask for is cooperation and proper communication to help us better serve you. We assume the Contractor and/or its subcontractors have the authority to schedule our services. If this assumption is incorrect, please notify AGW and supply the proper personnel information concerning who actually has authorization to schedule our services.

Billing

We will invoice for our services at the end of each month and anticipate payment within 30 days.

If this description of services, fees, and Professional Services Agreement meets with your approval, please sign this proposal and return it to AGW. By signing and returning this proposal, it is assumed that notice to proceed has been given. If provided verbal or written notice to proceed, we assume you have read and understand this agreement. If you have any further questions, please do not hesitate to contact our office.

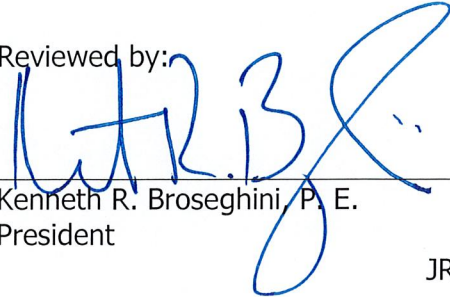
Sincerely,

A. G. Wassenaar, Inc.



Jon R. Waanders
Project Manager

Reviewed by:



Kenneth R. Broseghini, P. E.
President

JRW/KRB/ajj

Agreed to this _____ day of _____ 20 _____

By: _____

Printed Name: _____

Title: _____



PROFESSIONAL SERVICES AGREEMENT

1. Definitions

- a. "Client" shall mean the person, firm, or corporation identified in the A. G. Wassenaar, Inc. Proposal for whom Services are to be performed.
- b. "AGW" shall mean A. G. Wassenaar, Inc., a privately held company, and each of its officers, directors, owners, employees and subcontractors, acting within the scope of their employment for A. G. Wassenaar, Inc.
- c. "Client Order" shall mean the purchase order, request, authorization, or other notification, and addition or modification thereto whereby Client indicates its desire for AGW to furnish Services.
- d. "AGW Proposal" shall mean the letter, proposal, quotation, or other modification, including any response to the Client Order, wherein AGW offers to furnish Services.

2. Equipment and Access to Site

- a. The Client will provide AGW with permission to enter the site unless otherwise agreed upon. The Client will also provide AGW with the place and manner of entry to complete exploration. AGW will use diligence and take reasonable precautions to minimize damage from use of equipment. However, AGW has not included in its fee the restoration of property, land or landscape. The Client agrees to hold AGW harmless from any loss or claim suffered as a result of entry on land for the purpose of exploration.
- b. If utilities/structures exist, i.e., gas, electric, telephone, cable, sewer, storm, water, tanks, pipes, wires, sprinkler lines, etc., in the general area of exploration, the Client will provide AGW with a site plan showing utility/structure locations. AGW will use diligence and reasonable caution to avoid utilities/structures shown on the plan. The Client agrees to indemnify and hold AGW, its employees and subcontractors harmless for loss or claim resulting from inaccuracy of plans or lack of plans for utilities/structures.
- c. The Client agrees to release, indemnify and hold AGW harmless for any claims arising out of errors in the accuracy of utility locates provided by others. Disruption/damage to underground utilities/structures not provided, or inaccurately provided, to AGW will be the responsibility of the Client.

3. Responsibility For Services

- a. Standard of Care. AGW shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances. Client acknowledges that the Services provided for in the Agreement may require AGW to make decisions based on experience and engineering judgment, rather than on precise scientific or empirical criteria. AGW makes no other representations, either express or implied, as to the findings, recommendations, plans, specifications, professional advice, or other services provided under this Agreement.
- b. Limitation of Liability. Notwithstanding any other provision of this Agreement, the total liability of AGW and its employees to Client for any and all services provided to Client, under any legal theory, shall not in any event exceed the total compensation received by AGW or the sum of \$25,000, whichever is greater. The limitation in this paragraph shall apply to AGW, its officers, directors, shareholders, agents and employees in the aggregate.
- c. In the course of performance of its Services, AGW may rely upon the accuracy and completeness of the information supplied by Client, Client's contractors or consultants, or information available from generally accepted reputable sources, without independent verification.
- d. The Client agrees that AGW has been engaged to provide technical professional services only, and that AGW does not owe a fiduciary responsibility to the Client.
- e. If construction observations are included in the Services, AGW's services during construction shall be limited to observation and testing of the contracted phase of construction. AGW shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur undetected. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify AGW at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
- f. It is understood by the parties that the existing or constructed building may, as a result of construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs. AGW shall not be responsible for the discovery or remediation of any mold on the Project. Client agrees to release, indemnify and hold AGW harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold as a result of the use, maintenance, operation, or occupation of the completed Project. Client further agrees to include in the contract for construction a provision whereby the contractor shall defend, indemnify and hold AGW harmless from any claims arising in any way from the existence of mold as a result of the contractor's workmanship or construction means, methods, techniques, sequencing or procedures including without limitation, the failure to protect materials from moisture during the construction process. In this regard, Client recognizes AGW is providing geotechnical engineering services and is providing no input into detection or prevention of mold growth.

3. Responsibility For Services (continued)

g. Hazardous Materials

1. In the event that samples collected by AGW or provided by Client or wastes generated as a result of Project site investigation activities contain or potentially contain substances or constituents which are or may be hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing Hazardous Materials, said samples or wastes remain the property of the Client and the Client shall have responsibility for them as generator. If set forth in the Proposal, AGW will, after completion of testing and at Client's expense, either (1) return said samples and waste to Client or (2) using a manifest signed by Client as generator, have said samples and/or wastes transported to a location selected by Client for disposal.
 2. Client agrees to pay directly all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise agreed upon in the applicable Proposal, AGW shall not transport, handle, store or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal.
 3. Client recognizes and agrees that AGW is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.
- h. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional functioning in accordance with the standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that AGW properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change. The Client realizes that nothing can be done to eliminate these risks altogether and that the Services included in this Agreement are those which the Client agreed to or selected in light of his/her own risk preferences and other considerations.

4. General Indemnity

Client agrees to indemnify and hold harmless AGW and its consultants, agents, directors, officers, and employees from and against all claims, damages, losses, and expenses, direct and indirect, and consequential damages, including but not limited to attorney fees and all costs of any kind associated with any claim, loss, litigation, mediation, or arbitration, arising out of or resulting from the performance or nonperformance of the work by AGW, or claims against AGW arising from the work of others, or related to or based upon, the actual, alleged, or threatened discharge, dispersal, release, or escape of hazardous chemicals and materials, or from any obligation to test for, study, monitor, report, clean up, remove, abate, contain, treat, detoxify, or neutralize such hazardous chemicals and materials. The term hazardous chemicals and materials shall include without limitation asbestos. This indemnification shall apply to the fullest extent permitted by law regardless of any action or omission (active, passive, or comparative negligence included) on the part of AGW. In the event of any applicable law limiting the enforceability of this provision, the provision shall be construed so as to provide the maximum protection permitted under the law.

5. Certificate of Review

Prior to asserting any claim against AGW, Client agrees to consult with a then currently practicing geotechnical engineer and to obtain a written, signed and stamped certificate from said engineer stating that he or she has reviewed all written materials produced by AGW to Client for the project at issue and has concluded that a claim that AGW fell beneath the standard of care for practicing geotechnical engineers in Colorado has merit. Client agrees to provide AGW a copy of said certificate prior to asserting any claim.

6. Corporate Protection

It is intended by the parties to this Agreement that AGW's services in connection with the Project shall not subject AGW's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the AGW, a Colorado corporation, and not against any of AGW's individual employees, owners, officers or directors.

7. Consequential Damages

AGW and Client shall in no event be liable, in contract, tort, or otherwise (including negligence, warranty, and strict liability), for any special, indirect, or consequential damages, including specifically but without limitation, loss of profits or revenue, loss of full or partial use of any equipment or facility, cost of capital, loss of goodwill, claims of customers, or similar damages.

8. Precedence and Divisibility

The provisions of the AGW Proposal and this Professional Services Agreement shall fully govern any Services furnished by AGW and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, or provision of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

9. Entire Agreement

This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

10. Dispute Resolution

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State. Client and AGW shall share the cost of the mediator equally.

11. Statute of Limitations and Repose

Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of limitations and repose shall commence to run not later than the date of the last services provided by AGW for the project at issue.

12. Force Majeure

AGW shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.

13. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Client and AGW and this Agreement has no third-party beneficiaries.

14. Applicable Law

The law of the State of Colorado shall govern the validity of the Agreement, including these general terms and conditions and its interpretation and performance.

15. Work Product

Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by AGW, are for the exclusive use and benefit of Client or its agents in connection with this Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the construction of the Project. Client will not distribute or convey such Reports to any other persons or entities without written permission from AGW. Client shall indemnify AGW from any claims arising or related to unauthorized distribution. Any use of the Reports by a third party shall constitute the third party's acceptance of these terms and conditions. AGW's Reports, boring logs, maps, field data, drawings, test results and other work products are part of AGW's professional services, do not constitute goods or products and are copyrighted works of AGW. However, such copyright is not intended to limit the Client's use of its work product in connection with the construction of the Project. The Client agrees to waive any and all claims against AGW and to defend, indemnify and hold AGW harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of AGW's designs, drawings and specifications.

16. Certifications

AGW shall sign certifications only if (a) AGW approves the form of such certification prior to the commencement of Services, (b) the subject matter of such certification is included in AGW's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.

17. Electronic Files

The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. AGW makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against AGW and AGW's consultant's relating in any way to the unauthorized use, reuse or alteration of the electronic documents. In no event shall AGW be liable for any loss of profit or any damages associated with use of this information.

18. Payment

Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 12% per month from the date of invoice. Additionally, AGW may upon five (5) days' notice to Client, suspend all Services until paid in full and may terminate the Agreement

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this **11th day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **A.G. WASSENAAR, INC.** (“Contractor”), collectively, the “Parties.”

RECITALS

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

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services to serve the administrative needs of the District, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services related to the development of certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

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

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

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

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

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing the Services (as such term is defined in Section 2 hereof) set forth in one or more Work Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services set forth in any Work Order issued hereunder, pursuant to the terms and conditions set forth herein. Contractor acknowledges and agrees that the District may, in the District's sole discretion, engage other contractors, to perform the same or similar Services as may be needed by the District, and that Contractor's authority to perform the Services hereunder shall be limited to those Services set forth in a Work Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Services. Upon execution of this Agreement, the District and Contractor shall execute one or more Work Order(s) ("Work Order"), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Services to be provided by Contractor and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Contractor and any changes to compensation to be paid to Contractor by the District. At the request of the District and upon agreement of the Parties, Contractor may perform additional services that are beyond the scope of existing services set forth in any Work Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Work Order executed by the Parties. Any new Work Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor's compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services set forth in any executed Work Order and/or Change Order issued hereunder, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District, consistent with the level of skill and care ordinarily exercised by members of the same profession in similar circumstances ("the Standard of Care");

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

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

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

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Contractor shall be the obligations of Contractor and the District shall not be liable or responsible for any such obligations.

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

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

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

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Contractor or its Subcontractors, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Contractor for Services rendered in such amount(s) and/or at such rates as set forth in the executed Work Order or, if applicable, Change Order. Contractor shall not receive additional compensation for any changes to a Work Order unless the District and Contractor have executed a Change Order authorizing the change in Services and the payment of additional compensation to Contractor. Any and all Work Orders and

Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District as set forth in the Work Order, shall require the appropriation of funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Contractor shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Contractor shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Contractor. Invoices and performance reports are to be submitted to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

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

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all Services satisfactorily completed pursuant to any Work Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Work Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate unless otherwise terminated by the District or Contractor pursuant to Section 5 hereof. In the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

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

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

7. Insurance.

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

(1) <u>Commercial General Liability Insurance:</u>	
General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

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

(3) Workmen's Compensation and Employer Liability Insurance

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

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

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

(1) Performance Bond

Included: Yes [] No [X]

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the

Services. Such insurance shall be on a “completed value” form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes [] No [X]

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

Included: Yes [X] No []

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

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

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

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

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

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

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

8. Workers Without Authorization.

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

B. Prohibited Acts. Contractor shall not:

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

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

C. Verification.

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

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

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with 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 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.

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

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

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

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

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, 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, to the extent arising, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

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

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

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

14. Bidding. The District shall be entitled to bid for the same or similar services that Contractor could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform certain services as may be needed by the District throughout the fiscal year.

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

during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Baseline Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
Attention: Bryan Newby
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: bryann@pcgi.com

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

If to the Contractor: A.G. Wassenaar, INC.
Attention: Jon R. Waanders.
3211 Zuni Street
Englewood, CO, 80110
Email: waandersj@agwco.com

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of Page Left Intentionally Blank.)

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

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

ATTEST:

DocuSigned by:
By: Tim DePeder
5E547B7DD87F45B...
Its: District Representative

A.G. WASSENAAR, INC:

DocuSigned by:
By: Jon R. Waanders
FA14FFA4F0454A8...
Its: Vice President

EXHIBIT A
(To Master Services Agreement)

WORK ORDER(S)

WORK ORDER #202 - ____
TO MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Work Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **A.G. WASSENAAR, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 11, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 202__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the ____ day
of _____, 20__.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

A.G. WASSENAAR, INC:

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #202_ - ___
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT B
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER # _____
TO WORK ORDER #202__ - _____
MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Change Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **A.G. WASSENAAR, INC.** (“Contractor”), collectively, the “Parties,” and is hereby issued to modify the terms of that certain Work Order #201__ - ____ (“Work Order”) executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated **March 11, 2024** between the District and Contractor, (the “Agreement”).

1. Services. The Parties hereby acknowledge and agree that the Services to be provided by the Contractor pursuant to the Work Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Work Order)

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit B-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #202__ - _____. Except as otherwise

provided herein, the terms and conditions of the Agreement and Work Order #202__ - ____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

A.G. WASSENAAR, INC:

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER # ____
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT C
(To Master Services Agreement)

CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION

To: **BASELINE METROPOLITAN DISTRICT NO. 1**

I, _____, as _____ of A.G. Wassenaar, INC. the prospective “Contractor” for that certain Master Services Agreement (“Agreement”) to be entered into with Baseline Metropolitan District No. 1, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Executed on the _____ day of _____, 202_.

A.G. WASSENAAR, INC:

By: _____

Its: _____

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this **21st day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **AZTEC CONSULTANTS, INC.** (“Contractor”), collectively, the “Parties.”

RECITALS

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

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

WHEREAS, the District desires to procure certain professional services related to the development of certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

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

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

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

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

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing the Services (as such term is defined in Section 2 hereof) set forth in one or more Work Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services set forth in any Work Order issued hereunder, pursuant to the terms and conditions set forth herein. Contractor acknowledges and agrees that the District may, in the District’s sole discretion, engage other contractors, to perform the same or similar Services as may be needed by the District, and that Contractor’s authority to perform the Services

hereunder shall be limited to those Services set forth in a Work Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Services. Upon execution of this Agreement, the District and Contractor shall execute one or more Work Order(s) (“Work Order”), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Services to be provided by Contractor and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Contractor and any changes to compensation to be paid to Contractor by the District. At the request of the District and upon agreement of the Parties, Contractor may perform additional services that are beyond the scope of existing services set forth in any Work Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Work Order executed by the Parties. Any new Work Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor’s compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services set forth in any executed Work Order and/or Change Order issued hereunder, Contractor agrees to:

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

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

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

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s staff and Contractors to assure that the District has the most complete information available for the exercise of the District’s powers and discretionary authority; and

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

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

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

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

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Contractor or its Subcontractors, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Contractor for Services rendered in such amount(s) and/or at such rates as set forth in the executed Work Order or, if applicable, Change Order. Contractor shall not receive additional compensation for any changes to a Work Order unless the District and Contractor have executed a Change Order authorizing the change in Services and the payment of additional compensation to Contractor. Any and all Work Orders and Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District as set forth in the Work Order, shall require the appropriation of funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Contractor shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Contractor shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Contractor. Invoices and performance reports are to be submitted

to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

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

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all Services satisfactorily completed pursuant to any Work Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Work Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate Upon the Completion of All Services unless otherwise terminated by the District or Contractor pursuant to Section 5 hereof. 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 12 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any Services satisfactorily completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination

to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Instruments of Service, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

7. Insurance.

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

(1) <u>Commercial General Liability Insurance:</u>	
General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000

Medical Expenses (Any one person) \$ 5,000

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

(3) Workmen's Compensation and Employer Liability Insurance

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

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

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

(1) Performance Bond

Included: Yes No

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes No

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

Included: Yes No

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

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

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

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

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

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

H. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 9 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding,

unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

9. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 9 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

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

11. 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.

12. 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 for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

13. Bidding. The District shall be entitled to bid for the same or similar services that Contractor could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the

District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform certain services as may be needed by the District throughout the fiscal year.

14. 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: Baseline Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
Attention: Bryan Newby
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: bryann@pcgi.com

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

If to the Contractor: AzTec Consultants, Inc.
Attention: Zane Wilson
300 East Mineral Avenue, Suite 1
Littleton, CO, 80122
(303) 717-4077
Email: zwilson@aztecconsultants.com

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

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

17. 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.

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

19. 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.

20. 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.

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

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

23. 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.

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

25. Entire Agreement. This Agreement, including all Work Orders and Change Orders executed hereunder, and any other 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.

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

(Remainder of Page Left Intentionally Blank.)

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

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

ATTEST:

DocuSigned by:
By: Tim DePeder
5E547B7DD67F45B...
Its: District Representative

AZTEC CONSULTANTS, INC.:

DocuSigned by:
By: Zane Wilson
66D3C477F6DC451...
Its: Project Manager

EXHIBIT A
(To Master Services Agreement)

WORK ORDER(S)

WORK ORDER #202 - ____
TO MASTER SERVICES AGREEMENT, DATED March 21, 2024

This Work Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **AZTEC CONSULTANTS, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 21, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 12 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 202__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 12 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the ____ day
of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

AZTEC CONSULTANTS, INC.:

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #202_ - ____
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT B
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER # _____
TO WORK ORDER #202__ - _____
MASTER SERVICES AGREEMENT, DATED March 21, 2024

This Change Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **AZTEC CONSULTANTS, INC.** (“Contractor”), collectively, the “Parties,” and is hereby issued to modify the terms of that certain Work Order #201__ - ____ (“Work Order”) executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated **March 21, 2024** between the District and Contractor, (the “Agreement”).

1. Services. The Parties hereby acknowledge and agree that the Services to be provided by the Contractor pursuant to the Work Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Work Order)

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit B-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 12 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #202__ - _____. Except as otherwise

provided herein, the terms and conditions of the Agreement and Work Order #202__ - ____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

AZTEC CONSULTANTS, INC.:

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER # ____
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

WORK ORDER #2024-01
TO MASTER SERVICES AGREEMENT, DATED March 21, 2024

This Work Order is made and entered into this **21st day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **AZTEC CONSULTANTS, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 21, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Baseline-Southlands: Surveying Services.**

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **on a Time and Materials basis not to Exceed a Total Cost of \$153,130.00** as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **upon completion of Services by the Contractor.**

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **21st day of March, 2024.**

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

AZTEC CONSULTANTS, INC.:

DocuSigned by:
By: Zane Wilson
66B3C477F6DC451...
Its: Project Manager

EXHIBIT A-1 TO WORK ORDER #2024-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



December 21, 2023

Amanda Dawley
c/o Baseline Metro District

Re: Proposal to Provide Surveying Services for
Baseline Southlands
Broomfield, Colorado

Amanda,

Aztec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Baseline Southlands** project located in Broomfield, Colorado. The following outlines our Scope of Services, Fee, and Schedule.

Scope of Services

1. **Control:**

- Construction control will be recovered and verified with plan data.
- Additional control will be set to facilitate construction staking for this project.

2. **GESC Measures and Construction Limits:**

- Provide one set of stakes for placement of the GESC measures and the limits of construction.

3. **Sub-Excavation of Streets:**

- Provide one set of slope stakes for the perimeter of the lot Sub-Excavation as shown on the Over-excavation plans **provided by others**.
- As-build the Sub-Excavation to verify the bottom elevation.
- Provide a final Sub-Excavation exhibit displaying the Sub-Excavation area and elevations.
- This exhibit will be provided to the owner.

4. **Overlot Grading:**

- Provide one set of rough grade stakes on all the front lot corners to develop street grades as shown on the approved grading plan.
- Provide one set of rough grade stakes on the building pads and rear property corners for the development of the lots.
- Provide on set of stakes on said lot corners and building pads to verify lots are graded in conformance to the design of the grading plan. The vertical tolerance is plus or minus 0.2 feet.



5. Sanitary Sewer:

- Provide one set of offset stakes for construction of the sanitary sewer mainline.
- Stakes will be set on a predetermined offset from the mainline pipe and manholes at intervals of 25 feet for the first 100 feet, and then on intervals of 50 feet thereafter.
- Grades will be marked to invert of pipe and manhole locations, top of finished rim.
- Provide one set of offset stakes for construction of the sanitary sewer services.

6. Waterline:

- Provide one set of offset stakes for construction of the onsite waterlines.
- Stakes will be set on a predetermined offset from the mainline pipe and all fittings at intervals of 50 feet.
- Grades will be marked to top of pipe.
- Fire hydrants will have two offset stakes graded to top back of curb.
- Provide one set of offset stakes for each water service.

7. Storm Drain:

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

8. Conduit Crossings:

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

9. Curb and Gutter:

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

10. Sidewalks & Ramps:

- Provide one set of offset stakes for construction of the deviated sidewalks and handicap ramps.
- Stakes will be set on a predetermined offset from back of walk at all angle points.
- Grades will be marked to top back of concrete.



11. Property Corners:

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

12. Service Marks:

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

13. Landscaping Items:

- Provide staking to assist in the installation of landscaping items and tract walks.
- This item will be billed on a T&M basis as needed.

14. Dry Utilities (If Needed):

- Provide staking to assist in the installation of the dry utilities.
- Stakes will be set for easements, temporary property corners and missing crossings.
- This item **does not** pertain to the actual staking of dry lines, pedestals, and transformers, unless this information is provided in Auto-Cad.
- This item will be billed on a T&M basis as needed.

15. As-builts:

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

16. Miscellaneous Surveys:

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



Amanda Dawley
12/21/2023

Exclusions

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

1. Topography checks and calculations of quantities for site balance or removals.
2. Construction staking for striping, landscaping trees and irrigation.
3. Construction staking for Landscape Lighting, Buildings, and pools.
4. Construction staking for detached walk that is a typical distance from back of curb.
5. Any item not listed on the Scope of Services.

Alleged Errors/Mistakes

Should the accuracy or interpretation of any stake be questioned, it shall be the owner's responsibility to immediately notify the surveyor. We will reset, at our own expense, any stake which we find to be incorrect. We do, however, reserve the right to charge additional monies for time spent checking stakes which we find to be correct. The owner and contractor shall not hold the surveyor responsible for any staking error unless the allegedly incorrect stake is preserved undisturbed for our examination.



**Fee
District**

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

1. Control.....	\$4,800
2. GESD Measures and Construction Limits.....	\$2,880
3. Sub-Excavation of Streets.....	\$8,340
4. Overlot Grading.....	\$18,070
5. Sanitary Sewer.....	\$13,200
6. Waterline.....	\$11,820
7. Storm Drain.....	\$11,120
8. Conduit Crossings (\$140 per crossing bank).....	TBD
9. Curb and Gutter.....	\$15,290
10. Sidewalks & Ramps.....	\$5,350
11. Property Corners.....	\$14,600
12. Service Marks.....	\$4,170
13. Landscaping.....	\$8,340
14. Dry Utilities.....	\$9,730
15. As-builts.....	\$10,420
16. Miscellaneous Survey (invoiced on a T&M basis).....	\$15,000

District Lump Sum Fee: \$153,130.00



**Fee
Non-District**

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

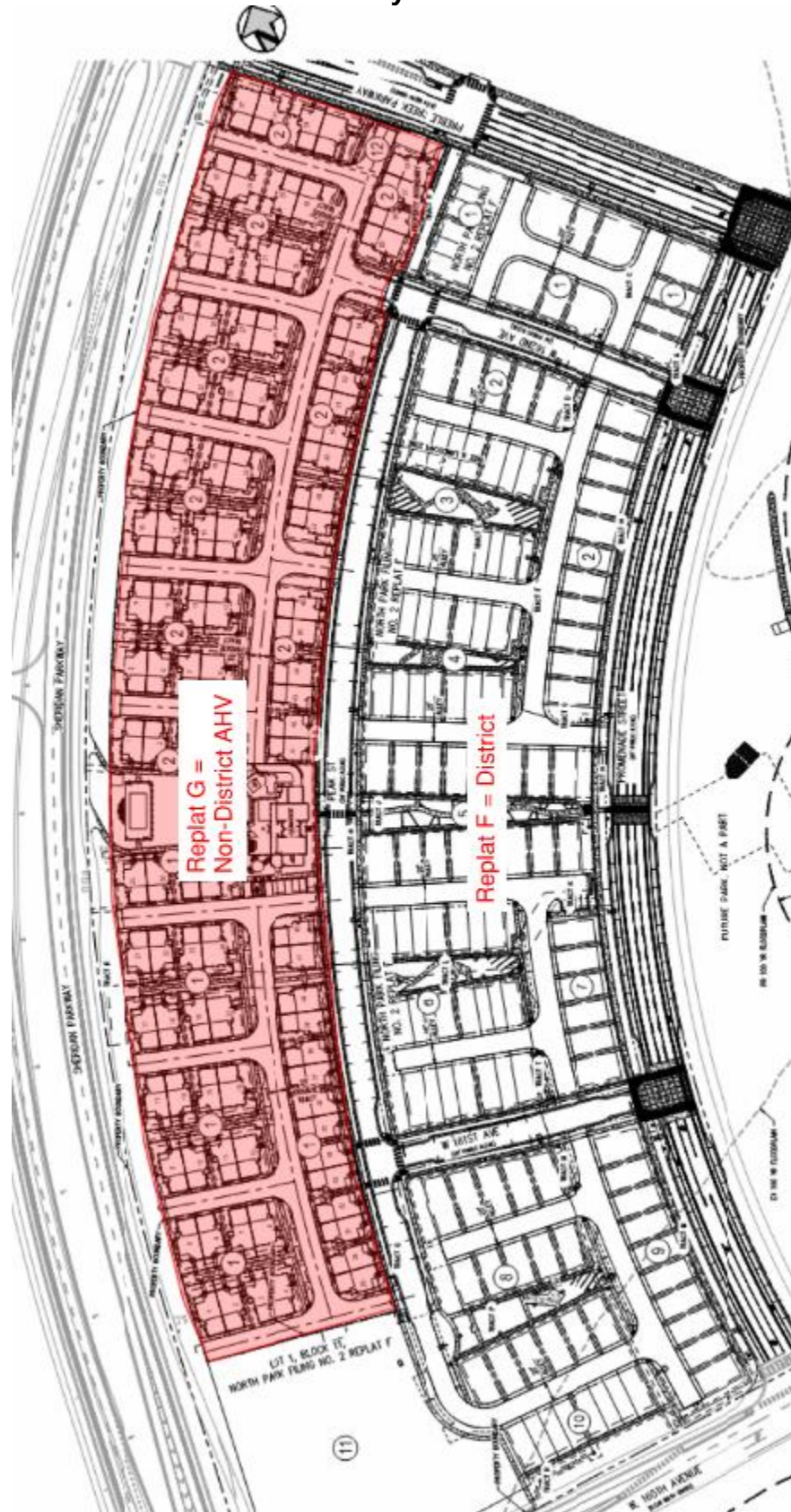
1. Sub-Excavation of Streets.....	\$4,500
2. Overlot Grading.....	\$9,750
3. Sanitary Sewer.....	\$7,120
4. Waterline.....	\$6,380
5. Storm Drain.....	\$6,000
6. Conduit Crossings (\$140 per crossing bank).....	TBD
7. Curb and Gutter.....	\$8,250
8. Sidewalks & Ramps.....	\$2,880
9. Property Corners.....	\$7,880
10. Service Marks.....	\$2,250
11. Landscaping.....	\$4,500
12. Dry Utilities.....	\$5,250
13. As-builts.....	\$5,620
14. Miscellaneous Survey (invoiced on a T&M basis).....	\$9,000

Non-District Lump Sum Fee: \$79,380.00

Total Project Lump Sum Fee: \$232,510.00



Survey Limits



Amanda Dawley
12/21/2023

General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by **Baseline Metro District, (Client)**, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail. The attached General Terms will be made a part of this agreement unless AzTec Consultants and Client have a "Master Service Agreement" in place.

We look forward to being a part of your team for this project. Please call if you have any questions.
Sincerely,

Sincerely,

AzTec Consultants, Inc.



Zane Wilson
Project Manager

Approved and accepted this _____ day of _____, 2023, by

(Signature)

_____ **for** _____
(Title) (Client name)



GENERAL TERMS AND CONDITIONS

ARTICLE I. CONSULTANT SERVICES

1.1 STANDARD OF CARE: CONSULTANT shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances.

ARTICLE 2. PAYMENT

2.1 INVOICING: CLIENT agrees to pay CONSULTANT interim compensation for the work performed. Invoices will be sent on a monthly basis and payment is due upon receipt

2.2 EXTRA WORK: It is understood and agreed between the parties that the price is for the services set forth in the "Scope of Work". If additional services are requested by CLIENT, work will not commence until a signed CHANGE ORDER stating the additional services and the agreed upon price.

ARTICLE 3. INSURANCE

3.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and for errors or omissions which may cause a claim for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CONSULTANT will, upon request, file certification of such insurance with CLIENT or his authorized representative.

ARTICLE 4. WARRANTY, LIMITATION OF PROFESSIONAL LIABILITY

4.1 CONSULTANT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed consistent with the Standard of Care.

4.2 LIMITATION OF LIABILITY: CLIENT agrees to the fullest extent permitted by law, to limit CONSULTANT'S and its employees' total aggregate liability to CLIENT for all injuries, claims, losses and damages arising out of or relating to the services performed by CONSULTANT, from any and all causes including but not limited to negligence, breach of contract or any other legal or equitable theory, to \$100,000.

4.3 BACK CHARGES: The CLIENT shall notify the CONSULTANT immediately of any alleged errors and subsequent back charges. The CONSULTANT, with the cooperation of the CLIENT, will immediately investigate such allegations to rightfully determine the degree of responsibility that should be borne by the CONSULTANT.

If surveying errors are alleged, the stakes must be preserved, whenever possible, in an undisturbed condition. If the stakes are not protected in said condition and a review of the surveying notes by CLIENT and CONSULTANT indicates correct staking procedure, then the stakes will be presumed to be correct.

ARTICLE 5. CORPORATE PROTECTION

5.1 It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or director.

ARTICLE 6. THIRD PARTY BENEFICIARIES

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



MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this **11th day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **MAJESTIC SURVEYING** (“Contractor”), collectively, the “Parties.”

RECITALS

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

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services to serve the administrative needs of the District, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, the District desires to procure certain professional services related to the development of certain District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

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

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

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

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

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing the Services (as such term is defined in Section 2 hereof) set forth in one or more Work Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services set forth in any Work Order issued hereunder, pursuant to the terms and conditions set forth herein. Contractor acknowledges and agrees that the District may, in the District's sole discretion, engage other contractors, to perform the same or similar Services as may be needed by the District, and that Contractor's authority to perform the Services hereunder shall be limited to those Services set forth in a Work Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Services. Upon execution of this Agreement, the District and Contractor shall execute one or more Work Order(s) ("Work Order"), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Services to be provided by Contractor and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Contractor and any changes to compensation to be paid to Contractor by the District. At the request of the District and upon agreement of the Parties, Contractor may perform additional services that are beyond the scope of existing services set forth in any Work Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Work Order executed by the Parties. Any new Work Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor's compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services set forth in any executed Work Order and/or Change Order issued hereunder, Contractor agrees to:

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

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

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

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

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

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

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

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

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Contractor or its Subcontractors, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Contractor for Services rendered in such amount(s) and/or at such rates as set forth in the executed Work Order or, if applicable, Change Order. Contractor shall not receive additional compensation for any changes to a Work Order unless the District and Contractor have executed a Change Order authorizing the change in Services and the payment of additional compensation to Contractor. Any and all Work Orders and Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District as set forth in the Work Order, shall require the appropriation of funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes.

Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Contractor shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Contractor shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Contractor. Invoices and performance reports are to be submitted to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

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

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all Services satisfactorily completed pursuant to any Work Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Work Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate Upon Completion of All Services unless otherwise terminated by the District or Contractor pursuant to Section 5 hereof. In the event the completion of Services occurs in a fiscal year following the

effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

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

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

7. Insurance.

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

(1) Commercial General Liability Insurance:

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

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

(3) Workmen's Compensation and Employer Liability Insurance

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

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

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

(1) Performance Bond

Included: Yes [] No [X]

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes [] No [X]

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

Included: Yes [X] No []

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

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

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

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

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

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

H. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the

Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Workers Without Authorization.

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

B. Prohibited Acts. Contractor shall not:

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

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

C. Verification.

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

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

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with 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 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.

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

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

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

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

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

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

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

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

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

14. Bidding. The District shall be entitled to bid for the same or similar services that Contractor could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform certain services as may be needed by the District throughout the fiscal year.

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

If to the District: Baseline Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
Attention: Bryan Newby
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: bryann@pcgi.com

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

If to the Contractor: Majestic Surveying
Attention: Steve A. Syring
1111 Diamond Valley Dr., Ste 104
Windsor, CO, 80550
(970) 833-5698
Email: steves@majesticsurveying.com

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

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

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

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

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect

the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

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

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

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

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

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

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

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

(Remainder of Page Left Intentionally Blank.)

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

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

ATTEST:

DocuSigned by:
By: Tim DePeder
5E547B7DD87F45B...
Its: District Representative

MAJESTIC SURVEYING:

DocuSigned by:
By: Steve Spring
36D4255C24FC467...
Its: Co-Owner/PLS

EXHIBIT A
(To Master Services Agreement)

WORK ORDER(S)

WORK ORDER #202 - ____
TO MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Work Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **MAJESTIC SURVEYING** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 11, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 202__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the ____ day
of _____, 20__.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

MAJESTIC SURVEYING:

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #202_ - ___
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT B
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER # ____
TO WORK ORDER #202__ - ____
MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Change Order is made and entered into this ____ day of _____, 202__, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **MAJESTIC SURVEYING** (“Contractor”), collectively, the “Parties,” and is hereby issued to modify the terms of that certain Work Order #201__ - ____ (“Work Order”) executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated **March 11, 2024** between the District and Contractor, (the “Agreement”).

1. Services. The Parties hereby acknowledge and agree that the Services to be provided by the Contractor pursuant to the Work Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Work Order)

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit B-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201__ -OR- upon the completion of the Services by Contractor].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #202__ - _____. Except as otherwise

provided herein, the terms and conditions of the Agreement and Work Order #202__ - ____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO. 1:

By: _____

Its: _____

MAJESTIC SURVEYING:

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER # ____
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT C
(To Master Services Agreement)

CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION

To: **BASELINE METROPOLITAN DISTRICT NO. 1**

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

Executed on the _____ day of _____, 202_.

MAJESTIC SURVEYING:

By: _____

Its: _____

WORK ORDER #2024-01
TO MASTER SERVICES AGREEMENT, DATED March 11, 2024

This Work Order is made and entered into this **11th day of March, 2024**, by and between **BASELINE METROPOLITAN DISTRICT NO. 1**, (the “District”), and **MAJESTIC SURVEYING** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **March 11, 2024** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Baseline Parkside West Phase 2: Survey and Staking Services**.

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **Time and Materials not to Exceed a Total of \$5,910.00**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **Upon Completion of Services**.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **11th day of March, 2024.**

BASELINE METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Kim Perry
B786C9D42F3647F...
Its: President

MAJESTIC SURVEYING:

DocuSigned by:
By: Steve Syring
36D4255C24FC467...
Its: Co-Owner/PLS

EXHIBIT A-1 TO WORK ORDER #2024-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

**PURCHASE ORDER #2024-01
TO MASTER SUPPLIER AGREEMENT, DATED April 23rd 2024**

This Purchase Order is made and entered into this 23rd day of April, 2024, by and between **BASELINE METROPOLITAN DISTRICT NO.1**, (the “District”), and **GREEN GLOBE ENVIRONMENTAL** (“Supplier”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Supplier Agreement between the District and Supplier, dated April 23, 2024 (the “Agreement”).

1. Materials. The Materials to be provided by Supplier pursuant to the terms of the Agreement and this Purchase Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

Custom Printing Plate and Silt Fence

2. Compensation. Supplier hereby agrees to provide such Materials as set forth in Paragraph 1 to this Purchase Order and the District hereby agrees to pay Supplier for the satisfactory Supply of the Materials in an amount not to **exceed \$3,956.00 based on established unit prices**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 10 of the Agreement. The District has appropriated sufficient funds to compensate Supplier for Materials provided pursuant to this Purchase Order for the current fiscal year. Payment by the District for any Materials provided by Supplier in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Purchase Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate upon the completion of the Materials by Supplier.

4. Modification. This Purchase Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Supplier. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 10 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Purchase Order as of the 23rd day of April, 2024.

Green Globe Environmental
Baseline Metropolitan District No. 1
BASE-SEED
BASELINE METROPOLITAN DISTRICT NO.1

By: _____

Its: _____

GREEN GLOBE ENVIRONMENTAL

By: _____

Its: _____

Green Globe Environmental
Baseline Metropolitan District No. 1
BASE-SEED

EXHIBIT A-1 TO PURCHASE ORDER #2024-01
SCOPE OF MATERIALS AND PAYMENT FOR MATERIALS



Baseline Metro District

Project:N/A

Project Location:N/A

4-18-24

Service/Product	Service Description	Quantity	Price Per		Total
Custom Printing Plate	Custom Made Printing Plate	1	\$500.00	One time fee	\$500.00
Silt Fence (Pre-Staked)	Custom Printed silt fence Pre staked with 48" wood stakes. 100' roll with 11 stakes per roll	60	\$57.60	per roll	\$3,456.00
					\$3,956.00

****Please call for BMP sales and shipping****

Notes and Exceptions:

>**All Custom printed silt fence must be paid for prior to printing.**

> Customer will need to provide a JPEG or similar Logo format for rendering. Once proof has been approved by client and payment has been received we will start the production of the silt fence.

>All work must be approved by the client before any work will be performed.

For more information or questions, please contact us.

Thank You,

Lorenzo Santistevan, CISEC
 Green Globe Environmental, LLC
 Ph. 1-888-712-5120. Mo. 505-301-0059
Lorenzo@greenglobenm.com

Client Acceptance

Name (print): _____ Siganture: _____ Date: _____

MASTER SUPPLIER AGREEMENT

This **MASTER SUPPLIER AGREEMENT** (“Agreement”) is made and entered into this 23rd day of April 2024, by and between **BASELINE METROPOLITAN DISTRICT NO.1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **GREEN GLOBE ENVIRONMENTAL**(“Supplier”), 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 certain operational and/or maintenance materials, for certain District facilities, improvements and infrastructure, as such materials are more specifically described in one or more Purchase Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, Supplier has experience and resources to provide such materials and is willing and able to provide such materials to the District for reasonable consideration; and

WHEREAS, the District desires to engage Supplier to provide such materials as needed by the District; and

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

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

AGREEMENT

1. Appointment of Supplier. The District hereby retains Supplier for purposes of providing the Materials (as such term is defined in Section 2 hereof) set forth in one or more Purchase Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Supplier hereby agrees to provide the Materials set forth in any Purchase Order issued hereunder, pursuant to the terms and conditions set forth herein. Supplier acknowledges and agrees that the District may, in the District’s sole discretion, engage other Suppliers, to provide the same or similar Materials as may be needed by the District, and that Supplier’s authority to provide the Materials hereunder shall be limited to those Materials set forth in a Purchase Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Materials. Upon execution of this Agreement, the District and Supplier shall execute one or more Purchase Order(s) (“Purchase Order”), attached hereto as **Exhibit A** and incorporated herein by reference, describing the Materials to be provided by Supplier and the compensation to be paid by the District for the Materials provided. In the event the Parties need to modify the Materials set forth in the Purchase Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Materials to be provided by Supplier and any changes to compensation to be paid to Supplier by the District. At the request of the District and upon agreement of the Parties, Supplier may provide additional Materials that are beyond the scope of existing Materials set forth in any Purchase Order issued hereunder. Such additional Materials and compensation to be paid for the additional Materials will be set forth in a new Purchase Order executed by the Parties. Any new Purchase Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Purchase Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Supplier’s compensation, as provided in Section 13 hereof. Supplier 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. Supplier shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with providing the Materials set forth in any executed Purchase Order and/or Change Order issued hereunder, Supplier agrees to:

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

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

(3) Take all precautions necessary for safely and prudently providing the Materials required by this Agreement,

(4) Advise the District of the status of the Materials required by this Agreement on a regular basis and work in coordination with the District’s staff and Suppliers to assure that the District has the most complete information available for the exercise of the District’s powers and discretionary authority; and

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

B. Compliance with Applicable Law. Supplier shall provide the Materials as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this

Agreement is performed. Supplier declares that Supplier has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Materials to be provided pursuant to this Agreement.

C. No Right or Interest in District's Assets. Supplier shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or providing the Materials contemplated herein.

D. Responsibility for Errors. Supplier shall be responsible for all Materials provided pursuant to this Agreement, including any Purchase Orders and Change Orders issued hereunder. Supplier, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Materials provided pursuant to this Agreement, and any Purchase Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Supplier, Supplier shall, at no cost to the District, provide all necessary design drawings, estimates and other Materials necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Supplier for Materials provided in such amount(s) and/or at such rates as set forth in the executed Purchase Order or, if applicable, Change Order. Supplier shall not receive additional compensation for any changes to a Purchase Order unless the District and Supplier have executed a Change Order authorizing the change in Materials and the payment of additional compensation to Supplier. Any and all Purchase Orders and Change Orders resulting in additional compensation to be paid to Supplier by the District beyond the amount originally appropriated by the District as set forth in the Purchase Order, shall require the appropriation of funds by the District, as set forth in Section 10 hereof, prior to the execution of any such Purchase Order or Change Order. The District is exempt from Colorado sales and use taxes. Supplier shall use reasonable efforts to ensure that the costs for Materials provided and charged to the District do not include sales and use taxes.

A. Invoices. Supplier shall submit invoices for Materials provided to the District. Supplier shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Supplier. Invoices are to be submitted to the District no later than the 3rd day of each month for Materials provided in the preceding month. The District shall pay Supplier's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to review and/or inspect all Materials provided and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Materials are not accepted for payment by the District after review and/or inspection of the completed Materials, the terms of Section 3.B. herein shall apply.

B. Review and Inspection of Materials. The District may review and/or inspect the Materials provided at any time throughout the term of this Agreement and shall notify Supplier if, in the District's discretion, any or all Materials are not provided in accordance with this Agreement and any Purchase Order and Change Order issued hereunder. Failure by Supplier to properly provide the Materials required pursuant to this Agreement, including any Purchase Order

and Change Order issued hereunder, shall constitute a default of this Agreement. In such case, the District shall provide written notice of said default to Supplier. Supplier shall have two (2) days to cure or to reasonably commence to cure the default unless otherwise agreed to by the Parties. If Supplier fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement and any Purchase Order and Change Order issued hereunder. In addition, in the event of an uncured default by Supplier, the District may hire a third party to complete the Materials and Supplier agrees to pay all additional costs incurred by the District for the completion of the Materials by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Supplier for all Materials satisfactorily completed pursuant to any Purchase Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Materials actually provided through the date of notice of termination or the effective date of termination of this Agreement (and all Purchase Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Materials contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate on upon the completion of all Materials supplied unless otherwise terminated by the District or Supplier pursuant to Section 5 hereof. In the event the completion of Materials supplied occurs in a fiscal year following the effective date of this Agreement, such Materials to be provided in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 10 hereof.

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

6. Independent Supplier. Supplier is an independent Supplier and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent Supplier, nor shall it be construed as creating any relationship whatsoever between the District and any of the Supplier's employees. Neither the Supplier nor any of Supplier's employees are or shall be deemed employees of the District. Supplier is not, and shall

not act as, the agent of the District. The employees who assist Supplier in the providing of the Materials shall at all times be under Supplier's exclusive direction and control and shall be employees of Supplier and not employees of the District. Supplier shall pay all wages, salaries, and other amounts due Supplier's employees in connection with providing of the Materials 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, Supplier has sole authority and responsibility to employ, discharge, and otherwise control Supplier's employees. Supplier has sole authority and responsibility as principal for Supplier's agents, employees, subcontractors and all others Supplier hires to perform or assist in providing the Materials.

7. Indemnification. Supplier shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, Suppliers, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Supplier or any of its subcontractors, agents or employees, in connection with Supplier's performance, duties, and obligations pursuant to this Agreement; provided, however, that Supplier 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. . The obligations of the indemnifications extended by Supplier to the District under this Section 7 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Supplier shall provide the District with a copy of Supplier's IRS Form W-9, Request for Taxpayer Identification Number.

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

9. 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.

10. 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 for any and all Materials authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Purchase Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

11. Bidding. The District shall be entitled to bid for the same or similar Materials that Supplier could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such Materials. Supplier shall have no claim against the District

if this Agreement is not extended for any fiscal year or if Supplier is not selected to perform certain Materials as may be needed by the District throughout the fiscal year.

12. 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: Baseline Metropolitan District No.1
c/o Pinnacle Consulting Group, Inc.
Attention: Shadrack Too
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: shadrackt@pcgi.com

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

If to the Supplier: Green Globe Environmental
Attention: Lorenzo Santistevan
6280 Desert Rd, Albuquerque,
New Mexico 87105
Email: Lorenzo@greenglobenm.com

13. 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 Supplier.

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

15. 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.

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

17. 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.

18. 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.

19. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Supplier 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.

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

21. 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.

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

23. Entire Agreement. This Agreement, including all Purchase Orders and Change Orders executed hereunder, and any other 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.

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

(Remainder of Page Left Intentionally Blank.)

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

BASELINE METROPOLITAN DISTRICT NO.1

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

GREEN GLOBE ENVIRONMENTAL

By: _____
Its: _____

EXHIBIT A
(To Master Supplier Agreement)

PURCHASE ORDER(S)

PURCHASE ORDER #202 - ____
TO MASTER SUPPLIER AGREEMENT, DATED _____, 20__

This Purchase Order is made and entered into this ____ day of _____, 201__, by and between _____ **METROPOLITAN DISTRICT NO. __**, (the "District"), and _____ ("Supplier"), collectively, the "Parties." Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Supplier Agreement between the District and Supplier, dated _____, 20__ (the "Agreement").

1. Materials. The Materials to be provided by Supplier pursuant to the terms of the Agreement and this Purchase Order are set forth in **Exhibit A-1** attached hereto and further described as follows:

_____.

2. Compensation. Supplier hereby agrees to provide such Materials as set forth in Paragraph 1 to this Purchase Order and the District hereby agrees to pay Supplier for the satisfactory construction of the Materials [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit A-1** attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 10 of the Agreement. The District has appropriated sufficient funds to compensate Supplier for Materials provided pursuant to this Purchase Order for the current fiscal year. Payment by the District for any Materials provided by Supplier in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Purchase Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 202_ OR upon the completion of the Materials by Supplier].

4. Modification. This Purchase Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Supplier. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 10 of the Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Purchase Order as of the ____ day of _____, 20__.

BASELINE METROPOLITAN DISTRICT NO.1

By: _____

Its: _____

GREEN GLOBE ENVIRONMENTAL

By: _____

Its: _____

EXHIBIT A-1 TO PURCHASE ORDER #202_ - ___
SCOPE OF MATERIALS AND PAYMENT FOR MATERIALS

EXHIBIT B
(To Master sSupplier Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER # _____
TO PURCHASE ORDER #202__ - _____
MASTER SUPPLIER AGREEMENT, DATED _____

This Change Order is made and entered into this ____ day of _____, 202__, by and between _____ **METROPOLITAN DISTRICT NO. ____**, (the “District”), and _____ (“Supplier”), collectively, the “Parties,” and is hereby issued to modify the terms of that certain Purchase Order #201__ - _____ (“Purchase Order”) executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Supplier Agreement dated _____, 20__ between the District and Supplier, (the “Agreement”).

1. Materials. The Parties hereby acknowledge and agree that the Materials to be provided by the Supplier pursuant to the Purchase Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Materials that are being modified or removed from the original Purchase Order)

2. Compensation. Supplier hereby agrees to provide such Materials as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Supplier for the satisfactory performance of the Materials [in an amount not to exceed \$ _____ -OR- based on established unit prices -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total amount of \$ _____], as set forth in **Exhibit B-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 10 of the Agreement. The District has appropriated sufficient funds to compensate Supplier for Materials provided pursuant to this Change Order for the current fiscal year. Payment by the District for any Materials rendered by Supplier in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Purchase Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201_ OR upon the completion of the Materials by Supplier].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Supplier.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Purchase Order #202__ - _____. Except as otherwise

provided herein, the terms and conditions of the Agreement and Purchase Order #202__ - ____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 20____.

BASELINE METROPOLITAN DISTRICT NO.1

By: _____

Its: _____

GREEN GLOBE ENVIRONMENTAL

By: _____

Its: _____

EXHIBIT B-1 TO CHANGE ORDER # ____
SCOPE OF MATERIALS AND PAYMENT FOR MATERIALS



<i>TO:</i>	Baseline Metropolitan District Board of Directors
<i>FROM:</i>	Irene Buenavista, Senior Accounting Manager Pinnacle Consulting Group, Inc.
<i>SUBJ:</i>	Financial Memo
<i>DATE:</i>	4/28/2024

Revenues

MGDA Revenue	Anticipated Collections	Collected as of 2/29/2024	% Collected	Prior Year Collected to Date
TIF	\$ 11,113,421	\$ 5,476,107	49%	\$ 5,293,723
Use Tax	\$ 2,380,095	\$ 37,634	2%	\$ 50,338
SEF	\$ 99,900	\$ 8,512	9%	\$ 21,288

- Tax Increment Revenues (TIF)
 - TIF revenue is tax collected on the increment portion of property and are collected with property tax. In 2024, TIF revenue is primarily used to fund debt service. A portion of collected TIF revenue is used to fund operations and maintenance.
 - TIF Revenues for O&M have been fully collected at \$883,764. The remainder of the TIF collections collected will be used to fund Debt Service.
 - Total anticipated TIF revenue for 2024 is \$11,113,421.
 - Collections meet the District's expectations. It is expected that TIF revenue will be fully collected by July.
- Service Expansion Fee (SEF)
 - SEF is a residential fee collected at the time of issuance of the Certificate of Occupancy and is based on square footage of the property. Fees collected in 2024 will be used to fund capital expenses.
 - 2024 Budgeted SEF revenue of \$99,900 assumes 111 certificates will be issued.
 - Collections will be monitored monthly. Increased collections are expected in late spring through the summer season.

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 (970)669-3611 (303)333-4380
www.PCGI.com

Serving our clients and community through excellent dependable service.



- Use Tax
 - Use tax revenues are collected by the city at the time of building permit issuance and are calculated based on project valuation. Use tax collected in 2024 will be used to fund capital projects.
 - 2024 Budgeted use tax revenue of \$2,380,095 assumes that 454 permits will be issued.
 - Increased collections are expected late spring through summer. Collections will be monitored monthly.

General Fund

- Operations expenses are trending within budget.

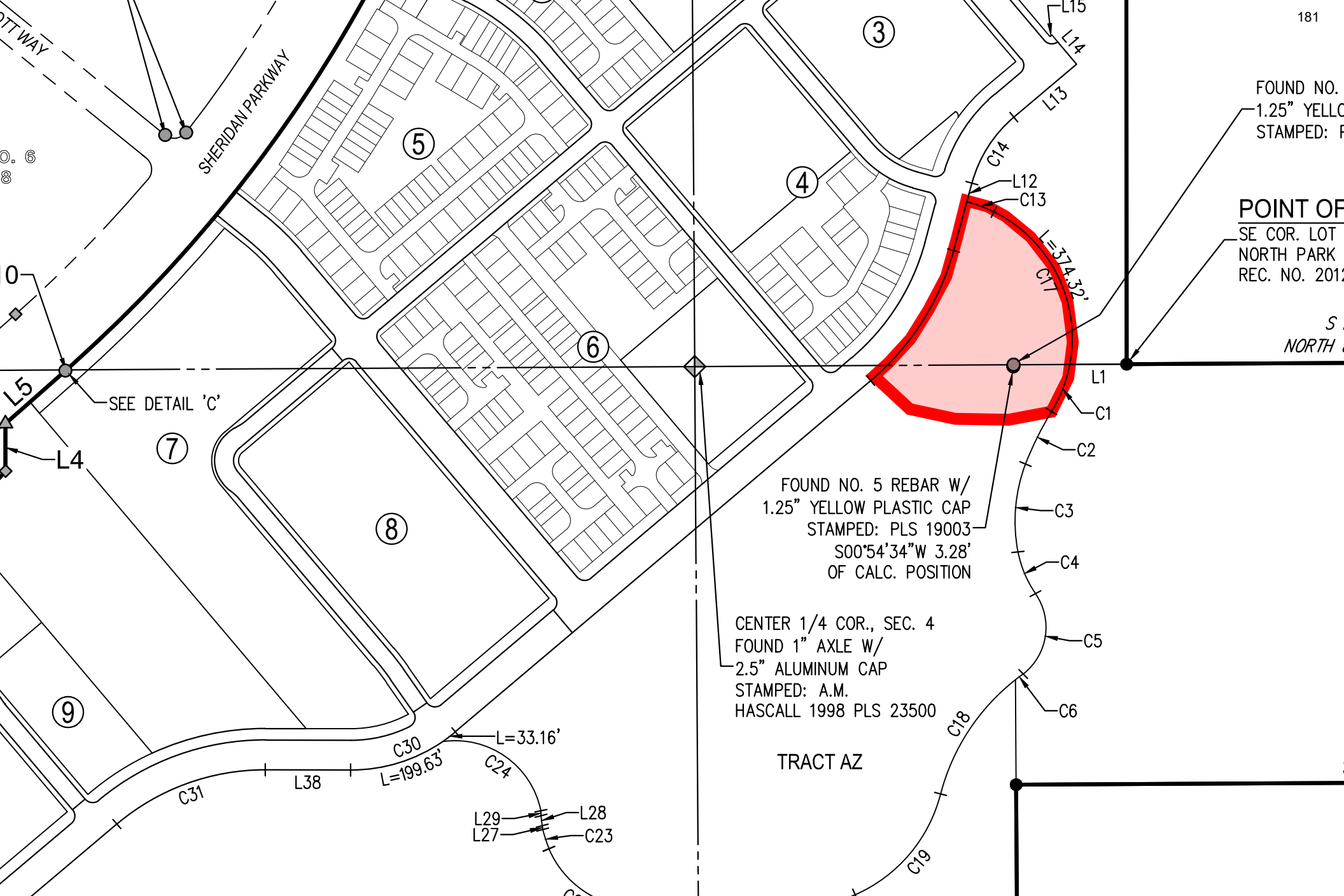
Current Projects

- Audit fieldwork for District 1 is scheduled for the week of 5/13. Audit drafts are due to the board by 6/30 with filing due 7/31.
- Bond compliance is in process and will be submitted to the Trustee by 5/5 for filing by 5/15.

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(970)669-3611 (303)333-4380
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Serving our clients and community through excellent dependable service.



SHERIDAN PARKWAY

SEE DETAIL 'C'

FOUND NO. 5 REBAR W/
1.25" YELLOW PLASTIC CAP
STAMPED: PLS 19003
S00°54'34"W 3.28'
OF CALC. POSITION

CENTER 1/4 COR., SEC. 4
FOUND 1" AXLE W/
2.5" ALUMINUM CAP
STAMPED: A.M.
HASCALL 1998 PLS 23500

TRACT AZ

FOUND NO.
1.25" YELLOW
STAMPED: P

POINT OF
SE COR. LOT
NORTH PARK
REC. NO. 2012

S
NORTH

0. 6
8

0

7

8

9

5

4

3

6

L12
C13

L=374.32'

C17

L1

C1

C2

C3

C4

C5

C6

C18

C19

L29 L28
L27 C23

L=33.16'

L=199.63'

C24

L38

C31

L14

L13

C14

OTT WAY

**PARK IMPROVEMENT AGREEMENT
(Tract AZ, North Park Filing 2, Replat D)**

THIS PARK IMPROVEMENT AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), MCWHINNEY CCOB LAND INVESTMENTS, LLC, a Colorado limited liability company (“CCOBLI”), and NP DEVELOPMENT, INC., a Colorado corporation (“NP”). The District, CCOBLI, and NP may be individually referred to herein as a “Party”, and collectively, the “Parties.”

RECITALS

WHEREAS, the District was organized, pursuant to §§ 32-1- 101 *et al.*, C.R.S., to acquire, construct, install, operate, maintain and use public improvements to serve a development known as Baseline (the “Development”) in the City and County of Broomfield, Colorado, in accordance with the terms of the Amended and Restated Service Plan For Consolidated Services for Baseline Metropolitan District Nos. 1 – 4 and Baseline Metropolitan District Nos. 5 – 9 (the “Service Plan”) and that certain Third North Park PUD Amended and Restated Managed Growth and Development Agreement recorded in the official real property records of the City and County of Broomfield (the “Official Records”) on April 29, 2021 at Reception No. 2021008627 (the “MGDA”); and

WHEREAS, pursuant to §§ 32-1- 1001(1)(d)(I), C.R.S., the District has the power to enter contracts affecting the affairs of the District; and

WHEREAS, pursuant to §§ 32-1- 1001(1)(f), C.R.S., the District has the power to acquire real property necessary for the functions and operation of the District; and

WHEREAS, on _____, 2024, CCOBLI conveyed to the District that certain real property located in the Development, being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”), via Quit Claim Deed, recorded in the Official Records on _____, 2024, at Reception No. _____; and

WHEREAS, the Parties intend that the District will reconvey a portion of the Property, which portion is generally depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the “Buzz Parcel”), back to CCOBLI; and

WHEREAS, the Property less the Buzz Parcel is hereinafter referred to as the “Remaining Property”; and

WHEREAS, each of the Buzz Parcel and the Remaining Property will require certain entitlements following the reconveyance of the Buzz Parcel to CCOBLI, and NP, as master developer of the Development, will coordinate the same with the City; and

WHEREAS, pursuant to Section 25 of the MGDA, CCOBLI is required to dedicate, or cause the District to dedicate, 67.09 acres of land within Parcel B1 (as such term is defined in the MGDA) to the City and County of Broomfield (the “City”); and

WHEREAS, the Remaining Property is within Parcel B1; and

WHEREAS, in connection with the conveyance of the Property to the District, the Parties desire to enter into this Agreement to set forth certain responsibilities and commitments of the District related to (a) the conveyance of the Buzz Property to CCOBLI, (b) the construction of park improvements on and within the Remaining Property and (c) the future dedication of the Remaining Property as contemplated by Section 25 of the MGDA.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the Parties hereto agree as follows:

1. Reconveyance to CCOBLI. The District shall convey the Buzz Parcel to CCOBLI, or any corporation or other entity designated by CCOBLI. The Parties will work in good faith and will take all necessary action in order to facilitate the reconveyance of the Buzz Parcel to CCOBLI, or its designee, as provided in this Section 1, including, without limitation, the following:

a. Amended Plat. NP will prepare an amended subdivision plat designating the Buzz Parcel and the Remaining Property as two separate, platted legal parcels (the “Amended Plat”) and submit the same to the District for its review and approval, which approval will not be unreasonably withheld, conditioned or delayed so long as the Amended Plat as presented is materially consistent with **Exhibit B**. If the District does not respond within ten (10) days after receipt of the Amended Plat, then the District will be deemed to have approved the Amended Plat. Upon acceptance or deemed acceptance by the District, NP will submit the Amended Plat to the City for its review and approval. NP will provide written notice to the District of any material changes to the Amended Plat required by the City.

b. Amended Easement. The City and CCOBLI are parties to that certain Easement recorded in the Official Records on March 21, 2024 at Reception No. 2024001926 (the “Public Access Easement”), which encumbers the Property. In connection with the Amended Plat, NP will prepare an amendment to the Public Access Easement, removing the Buzz Parcel from the terms and conditions thereof (the “Amended Easement”), and submit the same to the City for its review and approval.

c. Property Documents. As of the Effective Date, the following documents are recorded in the Official Records with respect to the Property: (A) that certain North Park Filing No. 2 Replat D, Tract AZ (Baseline Parklands Big Green) Site Development Plan, recorded in the Official Records on January 24, 2024 at Reception No. 2024000509 (the “SDP”); and (B) that certain City and County of Broomfield Improvement Agreement for North Park Filing No. 2 Replat D, Tract AZ, recorded in the Official Records on January 24, 2024 at Reception No. 2024000510 (the “IA”, and together with the SDP, the “Property Documents”). The District and

NP shall work in good faith to modify the Property Documents with the City in connection with the Amended Plat, which may include (X) any amendment to the Property Documents for the purpose of removing the Buzz Parcel therefrom in accordance with the Amended Plat (collectively, the “Amended Remainder Parcel Development Documents”), and/or (Y) any initial site development plan and/or improvement agreement related solely to the Buzz Parcel (collectively, the “Buzz Parcel Development Documents”).

i. Remainder Parcel Documents Package. NP will prepare a package consisting of the Amended Remainder Parcel Development Documents, as necessary in connection with the Amended Plat (the “Remainder Parcel Documents Package”) and submit the same to the District for its review and approval, which will not be unreasonably withheld, conditioned, or delayed. The District will give written notice to NP of the District’s acceptance or rejection of the Remainder Parcel Documents Package within thirty (30) days after receipt thereof (“Review Period”). If the District rejects the Remainder Parcel Documents Package in whole or in part, such rejection must state the District’s objections in reasonable detail. If the District rejects or conditionally accepts the Remainder Parcel Documents Package, NP will promptly make any changes reasonably requested by the District. NP will have a period of forty-five (45) days following receipt of the District’s rejection of the Remainder Parcel Documents Package (“Response Period”) to deliver a revised Remainder Parcel Documents Package for the District’s review. Upon the District’s receipt of the revised Remainder Parcel Documents Package, the District shall have an additional Review Period, during which the District shall review and accept or reject the revised Remainder Parcel Documents Package, and thereafter, NP shall have an additional Response Period, during which NP shall revise the Remainder Parcel Documents Package in accordance with this Section 1(c)(i). After the District has approved the Remainder Parcel Documents Package, NP will submit the same, in conformance with the City’s requirements, to the City for its approval. Concurrent with the submission of the Remainder Parcel Documents Package to the City for its approval, NP shall provide notice of such delivery to the District. Following the District’s initial approval of the Remainder Parcel Documents Package, any material change to the same as required by the City will require the District’s prior written approval, which will not be unreasonably withheld, conditioned, or delayed. After the City has approved the Remainder Parcel Documents Package, NP will cause the same to be recorded in the Official Records.

ii. Buzz Parcel Documents Package. The Parties acknowledge and agree that NP is solely responsible for the Buzz Parcel Development Documents, including, without limitation, preparing a package consisting of the Buzz Parcel Development Documents, as necessary in connection with the Amended Plat (the “Buzz Parcel Documents Package”), and submitting the same to the City for its review and approval. As owner of the Buzz Parcel, the District shall collaborate NP as necessary in connection with the preparation and submission of the Buzz Parcel Documents Package to the City.

d. Record and Convey. After the City has approved the Amended Plat, the Amended Easement, the Remainder Parcel Documents Package, and the Buzz Parcel Documents Package (collectively, the “Park Improvement Documents”) as provided for herein, NP will cause the same to be recorded in the Official Records in the following order: (1) Amended Plat; (2) Remainder Parcel Documents Package; (3) Amended Easement; (4) deed from the District

conveying the Buzz Parcel to CCOBLI, or its designee, as provided for in Section 1; and (5) Buzz Parcel Documents Package.

2. Construction of Park Improvements. In connection with the conveyance of the Property to the District, the District hereby agrees to install, construct, operate and maintain park and recreation improvements (the “Park Improvements”) on the Remaining Property in accordance with the terms of the Service Plan and the MGDA.

3. Dedication of Remaining Property. Within ten (10) years of completing the Park Improvements, the District shall dedicate the Remaining Property, including all Park Improvements thereon, to the City, subject to an easement in favor of the District in similar form as Exhibit R to the MGDA, and subject to the terms of Section 25 of the MGDA. In connection therewith, and prior to the District’s dedication of the Remaining Property to the City, the District shall obtain written confirmation from the City that such dedication satisfies CCOBLI’s dedication obligations under Section 25 of the MGDA. If the City does not accept the District’s dedication of the Remaining Property as provided for in this Section 3, or if the City does not provide written confirmation to the District as provided for in this Section 3, then the District shall promptly convey the Remaining Property back to CCOBLI, and thereafter, CCOBLI shall convey the Remaining Property to the City, subject to an easement in favor of the District in similar form as Exhibit R to the MGDA.

4. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

5. Amendments. Except as otherwise provided herein, this Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

6. Assignment. This Agreement may not be assigned, in whole or in part, without consent of the non-assigning party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect.

7. Applicable Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

8. Severability. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

9. Entire Agreement. This Agreement constitutes and represent the entire, integrated agreement between the Parties with respect to the matters set forth herein.

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

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

DISTRICT:

**BASELINE METROPOLITAN DISTRICT
NO. 1**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: Kim L. Perry, President

CCOBLI:

**MCWHINNEY CCOB LAND INVESTMENTS,
LLC**, a Colorado limited liability company

By: McWhinney Real Estate Services, Inc.,
a Colorado Corporation, Manager

By: _____
Bethany Johnson
EVP, General Counsel

NP:

NP DEVELOPMENT, INC., a Colorado
corporation

By: _____
Keith Hurand
Chief Development Officer

EXHIBIT A**The Property**

Tract AZ, North Park Filing 2, Replat D recorded in the official real property records of the City and County of Broomfield, Colorado on February 19, 2021 at Reception No. 2021003287.

EXHIBIT B**The Buzz Parcel**

[see attached]