ENGINEERING CONSULTING SERVICES AGREEMENT

THIS ENGINEERING CONSULTING SERVICES AGREEMENT ("**Agreement**") is entered into and effective as of the 1st day of December, 2014, by and between **VISTA RIDGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **LAMP, RYNEARSON & ASSOCIATES, INC.**, (d/b/a TZA Water Engineers), a Nebraska corporation (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

(b) Be properly qualified to perform the Services.

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

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to

assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

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

1.2 Limitations on Authority.

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

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

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

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

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

1.6 Ownership Of Instruments Of Service. The District acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the District shall receive ownership of the final construction documents prepared under this Agreement. The District shall not reuse or make any modification to the construction documents without the prior

written authorization of the Consultant. The District agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant (including, its officers, directors and employees) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the District or any person or entity that acquires or obtains the construction documents from or through the District without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, and full ownership of such copyrights shall remain with the Consultant, absent the Consultant's express prior written consent.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("**Change Order**").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire upon satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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

given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance

reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

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

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

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of $1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance.

Except as otherwise expressly provided herein, all insurance policies required by the terms of this Section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity without the prior written consent of the District. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

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

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

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

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

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

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

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

To District:	Vista Ridge Metropolitan District 141 Union Blvd. , Suite 150 Lakewood, CO 80228-1898 Phone: (303) 987-0835 Attn: Lisa A. Johnson
With a Copy To:	McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203-1214 Phone: (303) 592-4380 Attn: MaryAnn M. McGeady
To Consultant:	Lamp, Rynearson & Associates, Inc. (d/b/a TZA Water Engineers) 12596 W. Bayaud Ave., Suite 330 Lakewood, CO 80228 Phone: (303) 971-0030 xt. 4 Attn: Bradley A. Simons

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ENGINEERING CONSULTING SERVICES AGREEMENT]

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

Consultant:
LAMP, RYNEARSON & ASSOCIATES, INC.
By: _____
Its: Principal

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 29th day of January 2015, by Bruce Kroeker, as Principal of Lamp Rynearson & Associates, Inc.

Witness my hand and official seal.

My commission expires: 05/11/2017

BEVERLY A KROEKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974008127
MY COMMISSION EXPIRES MAY 11, 2017

_____
Notary Public

District:
VISTA RIDGE METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 17 day of February 2015, by James Spehalski, as President of Vista Ridge Metropolitan District.

Witness my hand and official seal.

My commission expires: 5-15-2016

_____
Notary Public

NOTARY PUBLIC
LISA A. JOHNSON
STATE OF COLORADO

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

TZA Water Engineers
a Lamp Rynearson Company

12596 W. Bayaud Ave., Ste. 330
Lakewood, Colorado 80228
303-971-0030
Tza4water.com

November 10, 2014

Ms. Lisa Johnson, District Manager
Vista Ridge Metropolitan District
% Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

Re: Coal Creek Raw Water Pump Station Improvements
REVISED Proposal for Project Representative Services

Dear Ms. Johnson:

Thank you for the follow-up with TZA Water Engineers (TZA) regarding the pending improvements to the Coal Creek Raw Water Pump Station. I understand the District and the Colorado National Golf Club are considering a Flowtronex model VWTP-1300-2-135 packaged variable speed pumping station to replace the current two-stage configuration.

I have elected to retain Timber Line Electric and Control Corporation (TLECC) as a subconsultant for this project. TLECC was originally established in 1987 to provide rural districts with instrumentation and control services. They now serve over 150 municipal districts in four states, as well as clients in the mining, power distribution, and ski industries. I am currently working with TLECC at two water and sanitation districts in Colorado and am confident of their capacity to support this project.

Following is a brief summary of the overall project plan.

Task 100 – Project Management

This task accounts for general project management, coordination between TZA staff and subconsultant, the District, and the Colorado National Golf Club staff, and project expenses (i.e. mileage).

Task 200 – Pump Station Evaluation

TZA will review Xylem-Flowtronex's Pump Station Proposal, dated October 31, 2014, and comment on the materials of construction, controls and software, interface, and communication/remote monitoring features. TZA is familiar with one other Flowtronex vertical turbine variable speed pumps station for a golf course in Colorado. Recognizing the projected lead time (10 to 12 weeks) for this equipment, a timely review of the proposal is critical to the successful completion of the installation by March 1, 2015.

TZA Water Engineers
a Lamp Rynearson Company

12596 W. Bayaud Ave., Ste. 330
Lakewood, Colorado 80228
303-971-0030
Tza4water.com

Task 300 – Site Visit

TZA and TLECC staff will conduct a site visit and meet with representatives of the District and the Colorado National Golf Club to evaluate the proposed equipment and design package needs, including the benefits of telemetry.

Task 400 – Pump Station Improvements Design Package

TZA and TLECC will review the Colorado National Golf Club's concept for the pump station improvements. If the Golf Club has not prepared plans for the actual improvements, we will prepare plans and abbreviated material/equipment specifications for the pump station improvements. Anticipated plan sheets will include a demolition plan, a site plan, a plan view, a section view, and electrical plans. Again, recognizing the critical nature of the schedule, we will allocate our resources to work toward the completion of the installation by March 1, 2015.

Task 500 – Contractor Selection

TZA will support the selection of a general contractor to construct the improvements. I recommend any contractor selection process include an allowance for TLECC to support the electrical, instrumentation, and control work associated with the improvements.

Task 600 – Construction Administration Services

TZA will provide on-call construction administration services, including submittal reviews, site visits and inspection reports during construction, progress meetings and minutes, facilities commissioning, and the preparation of operation and maintenance (O&M) manuals.

Based upon the project plan summarized above, our estimated fees for Tasks 100 through 500, inclusive, are tabulated below:

	TZA Water Engineers		Timber Line Electric and Control Corporation	
Task	Hours	Estimated Fee	Hours	Estimated Fee
100 – Project Management	8	$1,496		$126
200 – Pump Station Evaluation	4	$660	2	$330
300 – Site Visit	8	$1,320	8	$1,320
400 – Pump Station Improvements Design Package	40	$4,136	40	$4,600
500 – Contractor Selection	8	$1,012		
			Total Estimated Fee	$15,000

TZA Water Engineers
a Lamp Rynearson Company

12596 W. Bayaud Ave., Ste. 330
Lakewood, Colorado 80228
303-971-0030
Tza4water.com

Task 600 (Construction Administration Services) will be performed on a time-and-expense basis with an agreed upon not-to-exceed fee based upon the information available from Tasks 200, 300, 400, and 500. For budgetary purposes, assuming one site visit each week for a two-month period, plus submittal reviews, facilities commissioning, and O&M manuals, the not-to-exceed budget for Task 600 is $11,000.

The estimated fees are based upon the following billing rates and do not include surveying, utility potholing, geotechnical investigations, structural plans, or permit fees to be paid to any authorities.

TZA Project Manager – $165.00 per hour
TZA Project Engineer – $88.00 per hour
TLECC Technical Manager – $165.00 per hour
TLECC Technician – $115.00 per hour

Services will be invoiced monthly on a time-and-expense basis. The total fees will not exceed $26,000.00 without written approval of an authorized representative of the District. If the project plan and estimated fee are acceptable, please provide a form of agreement for our review. Alternatively, I can provide you with our standard form of agreement for consideration upon request.

Thank you for contacting TZA Water Engineers. I look forward to working with the Vista Ridge Metropolitan District. Should you have any questions, please contact me at 303-971-0030, Extension 4.

Sincerely,

Bradley A. Simons, P.E.
Water/Wastewater Group Leader

EXHIBIT B
INTENTIONALLY LEFT BLANK

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D

FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: $	Original Term: Expires _____, 20___
Increase of this Change Order: $	New Term: Expires _____, 20___
Price with all Approved Change Orders: $	Agreement Time with all Approved Change Orders:

APPROVED:		APPROVED:	
By:		By:	
	District		Consultant

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

CONTACT NAME:
PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Insurance Company	25844
INSURER B : Continental Western Ins Company	10804
INSURER C : XL Specialty Insurance Co	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LAM68437
Lamp Rynearson & Associates, Inc.
14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154

COVERAGES CERTIFICATE NUMBER: 1631201407 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA283809426	9/30/2014	9/30/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			CPA283809426	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CPA283809426	9/30/2014	9/30/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA283809226	9/30/2014	9/30/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Architects/Engineers Professional Liability Claims Made Basis			DPR9718383	9/30/2014	9/30/2015	Each Claim Aggregate Ded.Ea.Claim	$3,000,000 $3,000,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Includes TZA Water Engineers
Project: Coal Creek Raw Water Pump Station Improvements.
Vista Ridge Metropolitan District is additional insured for General Liability and Automobile Liability if required by written contract executed prior to loss. Waiver of Subrogation applies for General Liability and Workers' Compensation if required by written contract executed prior to loss.
Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.

CERTIFICATE HOLDER

Vista Ridge Metropolitan District
c/o Special District Management Services, Inc.
141 Union Blvd., Ste. 150
Lakewood CO 80228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Fig

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