

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting

Tuesday, May 21, 2019

Triview Metropolitan District Office
16055 Old Forest Points Suite 300
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - April 16, 2019 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Sanctuary Point Taps for PRIL, 2019 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
5. Public Comment.
6. Operations Report
 - a. District Manager Monthly Report (enclosure)
 - Jackson Creek Parkway Design Update
 - Northern Monument Creek Interceptor Project Update. (enclosure)
 - Northern El Paso County Delivery Pipeline Update
 - 2019 Road Overlay Update
 - 2019 HA-5 Update
 - b. Public Works and Parks and Open Space Updates (Jay Bateman)
 - Monthly activities and accomplishments (enclosure)
 - Public Works Facility update (enclosure)
 - c. Utilities Department Updates (Shawn Sexton)
 - Monthly activities and accomplishments (enclosure)
 - Well Rehabilitation update

7. Board Discussion:

8. Action Items:

- a. Review and Consider awarding a Construction Management/General Contractor contract for the widening of Jackson Creek Parkway between the Triview Metropolitan District and Kiewit Infrastructure Company and authorization for the District manager to sign.
- b. Review and Discuss District policies regarding the replacement of curb and gutter and sidewalks within the Triview Metropolitan District Service area.
- c. Review and Consider an agreement between the Triview Metropolitan District and Buxton for the development of a retail recruitment and mobile visitor insights solution.

9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.

- a. Checks of \$5,000.00 or more (enclosure)
- b. April, 2019 Financials (enclosure)

10. Update Board on Public Relation activities.

11. Executive Session §24-6-402(4)(b)(e)(f)
Legal Advice, Negotiations.

12. Adjournment

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE HELD

April 16, 2019

A regular meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, April 16, 2019, beginning at 5:30 p.m., at the Triview Office, 16055 Old Forest Point, Suite 300, Monument, Colorado 80132. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President:	Mark Melville
Vice President	Marco Fiorito
Director	James Otis
Director	Anthony Sexton

Secretary/Treasurer: James Barnhart was absent, and his absence was excused

Also in attendance were:

James McGrady, District Manager
Joyce Levad, District Administrator
Shawn Sexton, Water Superintendent,
Jay Bateman, Parks and Open Space Superintendent
Chris Cummins, District Water Attorney
Gary Shupp, District General Counsel
Jennifer Kaylor, Our Community News
Mr. Don Smith and his spouse Green Rock Lane

ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed for the Board's approval the proposed agenda. A motion was made by Director Fiorito to approve the agenda. Upon a second by Director Otis a vote was taken, and the motion carried unanimously.

RECORD OF PROCEEDINGS

Consent Agenda –

- a. Prior Meeting Minutes March 19, 2019 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. Sanctuary Point Taps for March 2019
- d. Tax Transfer from Monument

A motion to approve the Consent Agenda was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

Mr. Don Smith who resides at the intersection of Green Rock Place and Saber Creek Drive attended the meeting. He wanted to make sure the Board had accurate information regarding his decision to replace his sidewalk. Mr. Smith showed pictures of the damaged area from his home inspection. He also had a copy of the invoice from his contractor showing the cost of the repair. Mr. Smith also stated that the work was done in April 2018 which differed from what Mr. McGrady had written in his monthly report. The Board thanked him for attending and presenting his request regarding reimbursement for the partial replacement of his sidewalk.

OPERATIONS REPORT

District Manager Report

The District Manager review some of the items in his report, however, the report was included in the Board Packet. There were not any questions or comments regarding the report. Other topics discussed by the Manager included the following:

- Jackson Creek Parkway Design Update. 60% design plans are complete. An RFQ was prepared for a CMGC. Two firms responded; Kiewit Infrastructure and Martin Marietta.
- Jackson Creek Parkway Water main installation has been completed.
- Northern Monument Creek Interceptor Project Update. CSU has begun work on the 30% design plans. Mr. McGrady participated in the selection of a CMGC contractor for the NMCI. Garney Construction was selected to be the CMGC contractor.
- Northern El Paso County Delivery Pipeline RFP. JDS Hydro was selected to perform the routing study and cost estimate. The cost of the study is approximately \$65,000 and is being shared by Woodmoor, Triview Metropolitan District, the Town of Monument, and Donala Water and Sanitation.

RECORD OF PROCEEDINGS

Public Works and Parks and Open Space Updates (enclosure)

Mr. Bateman reported the following:

- 67.5" of snow has fallen in the Monument area since January 1, 2019.
- The Town of Monument Police Department and Tri Lake Fire are working on developing an emergency response center in order to coordinate emergency responses during storm events.
- Mr. Bateman discussed the concept of over seeding along Leather Chaps Drive. The Board would prefer to see more of a focus on the intersections and install nice turf at those locations. Mr. Bateman thought this was possible given the fact that the irrigation systems works well in those locations. The Board would like staff to work toward identifying areas that will be native and what will be turf, and what areas will be considered transition areas. Director Sexton suggested that we investigate a seed mix known as Natures Prairie.
- In the process of adding three additional Doggy Pot Stations.
- Post storm cleanup. At least eight trees were blown down.
- Juniper beds are complete.
- Potholes were filled
- Dump Truck was purchase. The truck included a 12-foot plow with a spreader
- Street sweeping was completed.
- Paint striping will begin on April 22, 2019.
- Seven backflow devices have been charged.
- Tree Pruning is taking longer than expected
- Brightview will be finishing Creekside entry way in the next two weeks.
- Evaluated our equipment need and after careful evaluation the decision was made to purchase a Bobcat Skid Steer as opposed to another John Deere Tractor. The deciding factor was the number of attachments that can be purchased and used on the Bobcat as compared to the John Deere Tractor.

RECORD OF PROCEEDINGS

Utilities Department Updates (enclosure)

Superintendent Sexton went over his monthly report. Highlights included the following:

- Scada is pretty much compete at B plant.
- Effluent pump is waiting to be installed.
- Chemical feed systems are complete and on line
- B-Plant has been running since the end of march.
- A-Plant is getting ready to start.
- The VFD at well A-4.
- C-Plant generator is working well and has been tested.

DIRECTORS ITEMS

The Triview Metropolitan District and the Town of Monument Board of Trustees would like to have a joint meeting together to discuss several items. Two dates were proposed for the meeting. May 14th or May 22nd. The Triview Board made the following suggestions for topics to be discussed:

- NMCI,
- Northern Delivery Pipeline
- President/Manager Tour of facilities
- Commercial development/economic development
- Jackson Creek Widening
- Need for a big picture Master Plan for roads in this area

Director Sexton wondered if the Town of Monument has an overall road plan.

ACTION ITEMS

None

FINANCIAL MATTERS

Approve or Ratify Checks Greater than \$5,000 - The Board reviewed the payment of claims greater than \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Fiorito. The motion was duly seconded by Director Sexton. A vote was taken. The motion carried unanimously.

RECORD OF PROCEEDINGS

Monthly Cash Position and Unaudited Financial Statements – the Board reviewed the March 2019 unaudited Financial Statements as presented. A motion to approve the District's February, 2019 Financial Statements was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken. The motion carried unanimously.

LEGAL

No report.

PUBLIC RELATIONS

The April newsletter is ready being sent to the printer and contains updates from the blizzard event.

OTHER BUSINESS

None.

EXECUTIVE SESSION

A motion was made by Director Otis for the Board to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by Director Sexton, a vote was taken. The motion carried unanimously. Executive session was entered into at 7:21 p.m.

The executive session was adjourned, and the Board returned to regular session at 8:52 p.m.

ADJOURNMENT

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito. The motion was duly seconded by Director Otis. The meeting was adjourned at approximately 8:53 p.m.

Respectfully submitted,

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 4/1 to 4/30/2019
Summary Financial Information - Board Packet

Sales	Amount	Items
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$70,468.80	1684
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$30,141.16	1574
Rate Code 01 Triview Metro - Res Water Base Rate	\$37,671.48	1662
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$23,320.00	1573
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$1,598.85	138
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$87.50	1
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$79.04	1
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$1,136.96	22
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$777.48	22
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$2,790.45	27
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$1,755.32	28
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$2,092.70	12
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$1,187.80	12
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$1,472.73	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$804.36	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$10,391.68	63
Usage Fee Triview Metro - Com Water Use Rate	\$10,116.90	63
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$523.52	18
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$1,649.70	15
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$638.55	11
Usage Fee Triview Metro - Com Irr Water Use		
Triview Metro - Quik Way Sewer	\$73.40	1
Title Prep Fee Triview Metro - Title Request Fee	\$950.00	19
Triview Metro - 5% Late Fee	\$1,010.88	189
Special Impact Triview Metro - Special Impact Fee	\$2,130.00	213
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee	\$0.00	2
Total Accounts	\$202,869.26	7356

Rate Code Breakout	# Units
Rate Code 01 - Residential 5/8"	1643
Rate Code 02 - Commercial Account 1"	22
Rate Code 03 - Irrigation Account 1"	16
Rate Code 04 - Commercial Account 1 1/2"	27
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	10
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	16
Rate Code 11 - Irrigation Account 1 1/2"	11
Rate Code 12 - Permitted	
Total Accounts	1751

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 23,200.02
Amount Past Due 31-60 Days	\$ 2,542.17
Amount Past Due 61-90 Days	\$ (1,350.76)
Amount Past Due 91-120 Days	\$ (452.32)
Amount Past Due 120+ Days	\$ (15,147.45)
Total AR	\$8,791.66

Receipts	Amount	Items
Payment - ACH	\$84,255.71	765
Payment - Check Key Bank	\$103,943.55	765
Payment - On Site	\$16,634.82	139
Refund CREDIT	(\$1,637.19)	19
REVERSE Payment	(\$134.34)	1
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF	(\$202.95)	1
Total Receipts	\$202,859.60	1690
Checks versus Online Payments	54.16%	45.84%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 3-1 to 3-31-2019 =	8,658,000	1747
Gallons sold 4-1 to 4-30-2019 =	11,878,000	1748

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	1	38,000	0.44%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	15	195,000	2.25%
8,001 - 10,000	21	196,000	2.26%
6,001 - 8,000	101	740,000	8.55%
4,001 - 6,000	376	2,022,000	23.35%
2,001 - 4,000	670	2,328,000	26.89%
1 - 2,000	376	641,000	7.40%
Zero Usage	82	0	0.00%
Total Meters	1642	6,160,000	71.15%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	22	2,042,000	23.59%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	6	220,000	2.54%
20,001 - 30,000	3	80,000	0.92%
10,001 - 20,000	3	49,000	0.57%
8,001 - 10,000	4	39,000	0.45%
6,001 - 8,000	1	7,000	0.08%
4,001 - 6,000	3	18,000	0.21%
2,001 - 4,000	6	21,000	0.24%
1 - 2,000	13	22,000	0.25%
Zero Usage	1	0	0.00%
Total Meters	62	2,498,000	28.85%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	#DIV/0!
40,001 - 50,000	0	0	#DIV/0!
30,001 - 40,000	0	0	#DIV/0!
20,001 - 30,000	0	0	#DIV/0!
10,001 - 20,000	0	0	#DIV/0!
8,001 - 10,000	0	0	#DIV/0!
6,001 - 8,000	0	0	#DIV/0!
4,001 - 6,000	0	0	#DIV/0!
2,001 - 4,000	0	0	#DIV/0!
1 - 2,000	0	0	#DIV/0!
Zero Usage	43	0	#DIV/0!

NO.	ADDRESS	PAYEE	TOTAL FEES PAID TO TMD	Escrow Account	Lot
15618	Kitchener Way	Lokal Communities LLC	\$28,212.93		33
15622	Kitchener Way	Lokal Communities LLC	\$28,104.38		32
15630	Kitchener Way	Lokal Communities LLC	\$28,104.38		30
15634	Kitchener Way	Lokal Communities LLC	\$28,104.38		29
15638	Kitchener Way	Lokal Communities LLC	\$28,104.38		28
1586	Catnap Lane	Classic Homes	\$40,327.79	\$8,000.00	7
16279	Thunder Cat Way	Classic Homes	\$40,452.42	\$8,000.00	51
16463	Corkbark Terrace	Classic Homes	\$40,030.25	\$8,000.00	11
Commerical Tap					
ABRA AUTO BODY SHOP 960 Baptist Road		Vercon Inc.	\$204,743.38		
		TOTAL:	\$466,184.29		



April 16, 2019

Triview Metropolitan District
P.O. Box 849
Monument, CO 80132

The Town will transfer \$133,933.43 to the Triview ColoTrust District Fund account on May 7, 2019 and your funds should be available to you on 05/08/2019. This was approved by the BOT on May 6, 2019. The ACH detail is as follows and documentation is enclosed.

Sales Tax Due for February 2019	\$126,069.67
Motor Vehicle Tax for March 2019	\$6808.32
Regional Building Sales Tax for March 2019	\$1055.44

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Robert L. Rumman".

Robert Rumman
Finance Manager



May 16, 2019

Triview Metropolitan District
P. O. Box 849
Monument, CO 80132

Upon approval by the Board of Trustees on June 3, 2019, the Town will transfer \$142,630.74 to the Triview ColoTrust District Fund account on Tuesday June 4, 2019. The ACH detail is as follows and documentation is enclosed.

Sales Tax Due for March 2019	\$132,549.76
Motor Vehicle Tax for April 2019	\$ 9,759.01
Regional Building Sales Tax for April 2019	\$ 321.97

If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

Bill Wengert
Finance Director



Triview Metro Public Works April 2019 Report

List of April Projects:

Snow: One storm with lots of potential with no real teeth, two other small storms

Street sweeping in the upper and lower district have been completed

Paint Striping in the district has been completed

Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations

Seal Coat Solutions have filled all superficial cracks on 2018 asphalt

Irrigation system is up and running (we have a running list of repairs to make to system, zones/leaking areas have been isolated, water to those areas not running)

Spring clean ups have been completed

Creekside entrance sign install complete (photo in newsletter)

Core aeration in turf complete

Added new Bobcat and dump trailer to fleet (training provided to the team by Bobcat)

Fleet maintenance

Focus for May:

Martin Marietta overlay project We have had a few delays due to weather

Seal Coat Solutions bid for HA5 projects (Remington Hills, and Promontory Pointe)

Turf Grass herbicide and fertilize application (4/13/19 - 4/15/19)

Irrigation System - repairs and start on fine tuning of ET Water (Tim and I had a meeting with DJ the manufactories rep, and it was very helpful.



Working with All American Landscaping to turn over irrigation system in Sanctuary Point

Additional tree clean-up in Sanctuary Point

Creating a weekly mow schedule for crew

Bed weed control

Play-ground equipment annual check

Grade trails, and trail weed control

Spring/Summer color for beds



Triview Metro Water Department

List of Accomplishments for April, 2019

Pumpage for month of April 2019 –

Total to Production **13.715 MG**

District Irrigation use for April 2019 849791 Gal

Net water impounded in District ground storage 22526 Gal

Total Sold **8.874 MG**

Total District flow to WWTP 12.273 MG

12.2494 95.67%

Total WWTP Flow + Dist. Irrigation + GST Impoundment/Total Well

Pumpage - $(13.145/13.715) \times 100 = 95.85\%$

Reported activity for Month of April 2019

B Plant:

- The SCADA project is complete; alarm historian work and some minor adjustments remain to be completed.
- Plant effluent pump #2 has been reinstalled by Denver Pump and is running as programmed in SCADA.
- Chemical feed systems are completely rebuilt and are on line.
- Three new flowmeters have been installed and are working locally; install to SCADA remains to be completed (This work is outside the scope of the SCADA project just completed)
- New Chlorine analyzers are to be added to the system to monitor plant effluent, and production raw water residuals, these are currently active, but need to be added to the SCADA project. (This work is outside the scope of the SCADA project just completed)

C Plant:

- Systems running normally
- Projects underway at C Plant (Inside improvements, Room additions) will continue at the conclusion of B Plant SCADA project

A Plant:

- A Plant was modified at the filter control panel to make the operation the same as B plant filter controls; old mechanisms were removed and replaced with modern controls compatible with the SCADA architecture

Wellfield:

- Well A1 pump motor failed on May 6th; it was determined that the pump motor was grounded.
- A detailed examination of the well field general health was completed shortly after in order to project anticipated maintenance scheduling in the future for all wells
- Attached, wellfield install information:

Triview Metropolitan District Wells								
Well #	Well Last Serviced	Projected 7 Year Replacement Date	Manufacturer Pump/Motor	Pump/Motor Model Type	Well Depth	Well Casing Diameter	Startup GPM	Actual GPM
A7	2013	2020	Centrilift/Centrilift	WH290/KMH	1755 ft	10"	340 GPM	300 GPM
A4	2017	2024	Summit/Summit	1-3ARSH12000/KMS	1520 ft	10"	300 GPM	250 GPM
A1	2012	2019	Centrilift/REDA Schlumberger	32P110/M540ST-AC	1503 ft	10"	320 GPM	300 GPM
A8	2017	2024	Summit/Summit	SH12000/KMS2	1560 ft	10"	300 GPM	245 GPM
D7	2016	2023	Centrilift/Centrilift	23 P62/MSP 200	1220 ft	10"	200 GPM	180 GPM
D4	2015	2022	Groundfos/Karlington	150S600-33/NA	1030 ft	10"	150 GPM	105 GPM
D1	2018	2025	Summit/Hitachi	SH6700CCW/VT1	840 ft	10"	200 GPM	180 GPM
LHF	Out of Service							
Total GPM							1810 GPM	1560 GPM

- District Fire Hydrant flushing/maintenance has begun
- The Districts CCR has been submitted to the state Web Portal

**CM/GC AGREEMENT BETWEEN
TRIVIEW
METROPOLITAN
DISTRICT AND KIEWIT
INFRASTRUCTURE
COMPANY FOR
PRE-CONSTRUCTION SERVICES
AND
CONSTRUCTION SERVICES
FOR THE WIDENING OF JACKSON
CREEK PARKWAY MONUMENT,
CO.**

AGREEMENT

Made as of the _____ day of _____ in the year 2019

BETWEEN the District: Triview Metropolitan District
16055 Old Forest Point, Suite 300
Monument, CO 80132

And the Contractor: Kiewit Infrastructure Company
160 Inverness Drive West
Englewood, CO 80112

For the following Project: **Jackson Creek Widening Project**

PART 1
CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the following:
- (a) This Agreement;
 - (b) Unanticipated Circumstances Attachment A
 - (c) The Contractor's Bid; Attachment B
 - (d) The Contractors Estimated cost and Unit Pricing based on 60% Design Plans
 - (e) Triview Metropolitan District General Conditions and Standard Specifications;
 - (f) Other documents, plans, or drawings listed in the Invitation for Bids;
 - (g) Bid Bond;
 - (h) Performance Bond and Labor and Material Payment Bond;
 - (i) Notice of Award;
 - (j) Acceptance of Notice of Award;
 - (k) Notice to Proceed;
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between District and Contractor.

PART 2
CONTRACT SUM

- 2.1 The District shall pay the Contractor, in current funds, for the Contractor's performance of the Contract in the total lump sum amount of \$_____, subject to additions and deductions as agreed to during the negotiations for a Guaranteed Maximum Price. During said negotiations, final quantities will be determined based upon final design plans.

- 2.2 Based upon Invoices submitted by the Contractor, the District shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 **Retainage.** The amount to be retained from payments shall be Five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than one and one-half (1.5) percent of the amount of the contract. When the retainage has reached one and one-half (1.5) percent of the amount of the contract, no further retainage will be made and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. Pursuant to C.R.S. §24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the District has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the District requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional direct work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

PART 3

SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Services described in the Invitation for Bids, any Addenda issued, and the Contractor's Bid, dated April 30, 2019, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4

DISTRICT'S RESPONSIBILITIES

- 4.1 The District shall provide full information regarding requirements for Work to be performed.
- 4.2 The District shall designate, when necessary, a representative authorized to act in the District's behalf with respect to the Project or Project Documents.
- 4.3 The District shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 5
DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the District.

PART 6
CONTRACTOR'S PROJECT SCHEDULE

- 6.1 The Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement and concluding with Substantial Completion. The follow requirements must be met:
- (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.
 - (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
 - (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.
 - (d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.
 - (e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.
- 6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus required additional time to complete the Work.
- 6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor and provided to the District within two calendar days. The District will use the written notification in determining the number of calendar days for which Work was delayed during each month.
- 6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for adverse weather as described above, no monetary compensation shall be made by the District for any costs to the Contractor arising out of such delays.

- 6.3 Contractor shall update Project Schedule on a monthly basis and review with the District on a weekly basis at the weekly progress meeting. Each revision shall indicate actual progress to date, changes resulting from change orders, and planned changes, as necessary to complete the Work in accordance with the Contract Documents.
- 6.4 All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor.

PART 7
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 7.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages as specified in the Bid Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.
- 7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.
- 7.3.1.1 To any preference, priority or allocation order duly assigned by the Contracting Agency.
- 7.3.1.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.
- 7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 8
FINAL INSPECTION AND FINAL PAYMENT

- 8.1 **Final Inspection.** The Contractor shall notify the District when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the District shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the District within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days, and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the District all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the District with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the District ("Final Acceptance"), the District may authorize final payment ("Final Payment") from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The District shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The District shall require written approval from any surety furnishing bonds for the Work;
 - (c) The District may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
 - (d) A notice of contractor's settlement shall have been published in accordance with C.R.S. §38-26-107.

PART 9
DISTRICT'S RIGHT TO STOP THE WORK

- 9.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the District, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.
- 9.2 The District may order the Contractor in writing to suspend all or any part of the Work for such period of time as the District may determine to be appropriate for the District's convenience.

- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the District, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10

DISTRICT'S RIGHT TO CARRY OUT THE WORK

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the District's consultant's made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District by way of reimbursement.

PART 11

UNCOVERING THE WORK

- 11.1 If any portion of the Work should be covered contrary to the request of the District or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the District, it must, if required in writing by the District, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 11.2 If any other portion of the Work has been covered, the District may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the District by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the District caused this condition, in which event the District shall be responsible for the payment of such costs.

PART 12

CORRECTION OF WORK

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.

- 12.2 The Contractor shall promptly correct all Work rejected by the District as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the District's additional services made necessary thereby. This obligation shall survive termination of the Contract. The District shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the District waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the District may correct it in accordance with Part 9 (District's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the District, the District may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the District for such costs, the District, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the District's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District by way of reimbursement.
- 12.6 The Contractor shall bear the cost of making good all work of the District or separate contractors destroyed or damaged by such correction or removal, unless in the District's sole discretion, the District agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 13

CHANGES IN THE WORK

- 13.1 The District may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The District shall have such further authority, if any, as may be specifically granted or authorized by the District to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the District, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment

in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.

- 13.2 The cost or credit to the District resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 14

TERMINATION OF AGREEMENT

- 14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 14.2 This Agreement may be terminated by the District upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.

PART 15

NONDISCRIMINATION

- 15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 16

HOLD HARMLESS/INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Triview Metropolitan District, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the

Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Triview Metropolitan District.

PART 17

BONDS, AND INSURANCE

- 17.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the District. The bonds shall be delivered to the District's Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.
- 17.2 **Insurance.** The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the District's Grants/Contracts Division prior to the start of Work. Such certificates shall name the Triview Metropolitan District as the insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the Triview Metropolitan District.

PART 18

COMPLIANCE WITH LAWS

- 18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are

at variance therewith in any respect, Contractor shall promptly notify the Triview Metropolitan District in writing, and any necessary changes shall be made as provided herein.

PART 19

INDEPENDENT CONTRACTOR

- 19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20

MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Colorado.
- 20.2 The District and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.
- 20.4 This project is being conducted in accordance with the Triview Metropolitan District Purchasing Policy.
- 20.5 Prior to start of any phase of Work, the following documents must be on file in the District's Purchasing Department.
- 21.5.1 Certificates of Insurance, as required by the Contract Documents
 - 21.5.2 Completed W-9 Form
 - 21.5.3 Triview Metropolitan District Business License
 - 21.5.4 Triview Metropolitan District Sales Tax License, as required
 - 21.5.5 Illegal Alien Certification Form
 - 21.5.6 Performance Bond, if required
 - 21.5.7 Labor and Material Payment Bond, if required

PART 22

OWNERSHIP

- 22.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of

the Triview Metropolitan District. Any furnished materials shall remain the property of the Triview Metropolitan District. All such items shall be delivered to the Triview Metropolitan District in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 22.2 Any materials excavated from the project site shall be used on the project where possible. The District reserves the right to maintain possession of any unused excavated materials at the District's discretion.

PART 23
SEVERABILITY

23.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the District.

DISTRICT:
TRIVIEW METROPOLITAN DISTRICT

(SEAL)

By: _____
Jim McGrady
District Manager
16055 Old Forest Point, Suite 300
Monument, CO 80132

ATTEST:

(Insert name of corporation, limited liability company, partnership or sole proprietorship)

(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)

CONTRACTOR:
Firm Name: _____

doing business as _____

By: _____
Signature

Title

Date

NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: Triview Metropolitan District 2019 Pavement Maintenance

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____, 2019.

In accordance with the Agreement dated _____, 2019, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____, 2019.

Pending the Notice to Proceed, you are to commence the project no earlier than May 24, 2019 and complete the project no later than November 30, 2019.

Sincerely,

Jim McGrady, District Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____ day of _____, 2019.

By _____

Title _____

Company _____

Please complete and return this form within ten days to:

Triview Metropolitan District
16055 Old Forest Point, Suite 300
Monument, CO 80132

UNANTICIPATED CIRCUMSTANCES

Contractor understands that this is a firm fixed price contract and so long as there are no changes in the scope of work or unanticipated circumstances as provided in subsection A-C below, Contractor must deliver the project for the agreed price. The parties agree that not every circumstance can be anticipated or known at the time this Contract was executed. Compensation for unanticipated circumstances, limited to subsections A –C, shall, at the Triview Metropolitan District's sole discretion, be provided by the following method(s): (1) Unit prices previously approved; (2) allowing additional compensation on a time and materials method, not to exceed an agreed-to amount; (3) an agreed lump sum; and/or (4) the actual cost of:

- (a) labor (including foreman and additional supervision, if necessary);
- (b) materials necessary for incorporation into the Project;
- (c) rental cost of construction plant and equipment used for work;
- (d) Power and fuel required for operation of power equipment necessary to perform work;
- (e) Contractor shall provide to the Triview Metropolitan District physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the Triview Metropolitan District shall be released and forever discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the Triview Metropolitan District's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added to such costs as

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute Resolution process shall forever waive, release, and discharge the Triview Metropolitan District from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms "detail" or "particularity" mean specifically Triview Metropolitan District, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or

ambiguous references such as "other matters" or "other costs" shall not be permitted and are not subject to any compensation method whatsoever.

A. Differing Site Conditions or Changed Conditions: A differing site condition or changed condition means subsurface, latent, or unknown physical site conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

Contractor understands the Triview Metropolitan District must be permitted the opportunity to timely investigate all differing site/changed condition matters; document conditions as they existed on the site at the time; take measurements, photographs, witness statements and the like; negotiate a compromise resolution with the Contractor and/or subcontractors; and avoid the cost, expense and delay of formal litigation.

Upon discovering a differing site condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five days of discovering the condition, the Contractor shall provide written notice to the Project Manager of the condition. The written notice shall describe the condition with particularity; provide the precise material difference of the condition from the Contract, design plans, and/or other Contract Documents; describe, in detail, how the condition is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor waives and forever releases and discharges the Triview Metropolitan District from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by disturbing the condition before notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for, in detail, in the written notice shall also be waived and the Triview Metropolitan District shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such condition materially differs from that indicated in the Contract Documents and whether it is a condition that would not ordinarily be encountered and generally recognized in the work provided for in the Contract. If the Project Manager determines the condition is a "differing site condition," then a Change Order shall be issued describing the differing site condition and compensation method agreed to

by the parties. By signing the Change Order, Contractor agrees the Triview Metropolitan District shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order. The parties shall also sign a document which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If the Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the Triview Metropolitan District, then Contractor shall, within 10 Calendar Days, provide the Triview Metropolitan District with written notice of the dispute as set forth in the dispute section of this Contract and shall follow the dispute resolution process provided therein.

B. Defective or Deficient Construction Plans or Documents: A defective or deficient construction plan or document means a material error, mistake, oversight, or omission in the design plans or documents providing the specifications depicting the general and detail features of the work to be performed.

Upon discovering a defect or deficiency, the Contractor shall immediately contact the Project Manager. Within five days of initially advising the Project Manager of the defect or deficiency, the Contractor shall provide written notice to the Project Manager. The written notice shall describe the defect or deficiency with particularity explaining why it is a material defect or deficiency; provide precise detail explaining why the defect or deficiency is not something Contractor should know how to do or why the defect or deficiency is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor agrees that it shall waive and forever release and discharge the Triview Metropolitan District from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by failing to immediately notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for in the written notice shall also be waived and the Triview Metropolitan District shall be forever released and discharged from any claim whatsoever,

loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a "defective or deficient design plan or document" as defined herein. If the Project Manager determines the matter is a "defective or deficient design plan or document," then a Change Order shall be issued describing the defective or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the Triview Metropolitan District shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the Triview Metropolitan District, then Contractor shall, within 10 Calendar Days, provide the Triview Metropolitan District with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein.

C. Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the Triview Metropolitan District shall have the right to alter, change the location, re-design, change the work, add to the work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively "Changed Work").

If the Triview Metropolitan District changes work, then a Change Order shall be issued by the Project Manager. Contractor shall not be required to perform any Changed Work without a Change Order issued by the Project Manager. Such Changed Work shall be performed under the terms set forth in the original Contract and compensated as agreed in this section of the Contract.

If Contractor disputes any Changed Work or compensation method for such Changed Work requested by the Triview Metropolitan District or set forth in a Change Order, Contractor shall, without delay, perform such work. Within 10 Calendar Days of receiving the Change Order, Contractor shall provide the Triview Metropolitan District with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided

therein. Contractor further agrees that any issue not provided for, in detail, in the written notice shall also be waived and the Triview Metropolitan District shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom. Any matter resolved through the Dispute Resolution process shall be set forth in Form A of this Contract which describes in detail each Changed Work, including the compensation method, which was agreed to and fully resolved. By signing Form A, Contractor agrees that the Triview Metropolitan District shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in Form A.

If Contractor does not dispute any Changed Work or the compensation method for such work, then Contractor shall sign the Change Order and agrees that the Triview Metropolitan District shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change

Contractor agrees that the Project Manager shall have the authority to make minor changes in the work which do not involve additional costs and are not inconsistent with the purpose and scope of the work.

If the Triview Metropolitan District finds it necessary or advisable, the Triview Metropolitan District may omit, increase, or decrease any items as it may deem necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed 15% of the total monetary value of the original Contract. If material or labor involved in such change is not included in the unit prices of the Contract, but forms an inseparable part of the work to be done under this Contract, and the delay involved in asking for the bids or proposals and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system, or other property belonging to the Triview Metropolitan District, the Triview Metropolitan District may in its discretion declare an emergency and require Contractor to proceed with such alterations and additions. The Contract shall not be required to perform such work or furnish extra materials without a Change Order issued by the Project Manager.

Attachment B:

Construction Management

- 1) Preconstruction services as described in the Jackson Creek Parkway Widening proposal submitted by Kiewit dated April 30, 2019 shall be included at no-cost to Triview Metropolitan District through July 15, 2019. If preconstruction services are required beyond July 15, 2019 it shall be at terms agreeable to both parties.
- 2) Kiewit will verify the unit prices within the contract are valid based on final design quantities, material and subcontractor quotes and site conditions at the time of construction. Any changes to these unit prices shall be agreeable to both parties.
- 3) Payment shall be made at the agreed to unit prices for actual quantities installed, whether actual quantities installed are an increase or decrease from design quantities.
- 4) A Project contingency budget will be developed during preconstruction through the risk evaluation process. Contingency shall be used as compensation for scope changes/additions, payment of quantities above and beyond the design quantities, differing site conditions, project delays or any other items adding cost to the project.
- 5) Attached document "Triview Contract DSC Clause" shall be incorporated into the contract. 5

TRIVIEW METROPOLITAN DISTRICT
Jackson Creek Parkway Widening Project

Item No.	Description	Unit	Approx Qty	Unit Price	Cost
1	Saw Asphalt Pavement	LF	2,323	\$ 1.50	\$ 3,484.50
2	Saw Concrete Pavement	LF	38	\$ 5.00	\$ 190.00
3	Mill Asphalt Pavement 2"	SY	14,147	\$ 3.00	\$ 42,441.00
4	Removal of Asphalt Pavement	SY	2,768	\$ 4.40	\$ 12,179.20
5	Removal of Curb & Gutter	LF	772	\$ 6.50	\$ 5,018.00
6	Removal of Sidewalk	SY	256	\$ 13.00	\$ 3,328.00
7	Remove Concrete Jersey Barrier	Each	2	\$ 200.00	\$ 400.00
8	Removal of Riprap	SY	484	\$ 20.00	\$ 9,680.00
9	Remove Pipe	LF	73	\$ 40.00	\$ 2,920.00
10	Remove & Reset FES	Each	2	\$ 1,000.00	\$ 2,000.00
11	Remove Guardrail	LF	26	\$ 14.50	\$ 377.00
12	Remove Chain Link Fence	LF	420	\$ 2.00	\$ 840.00
13	Remove & Reset Sign	Each	5	\$ 400.00	\$ 2,000.00
14	Remove & Reset Traffic Control Box	Each	4	\$ 2,000.00	\$ 8,000.00
15	Remove & Reset CTV Pedestal	Each	3	\$ 2,500.00	\$ 7,500.00
16	Remove & Reset Signal Pole	Each	2	\$ 5,000.00	\$ 10,000.00
17	Adjust Valve Box	Each	35	\$ 300.00	\$ 10,500.00
18	Adjust Manhole	Each	3	\$ 550.00	\$ 1,650.00
19	Silt Fence	LF	2,576	\$ 2.00	\$ 5,152.00
20	Vehicle Tracking Pad	Each	2	\$ 2,000.00	\$ 4,000.00
21	Inlet Protection	Each	17	\$ 512.50	\$ 8,712.50
22	Riprap Outlet Protection	Ton	211	\$ 97.00	\$ 20,467.00
23	Structural Fill	Ton	37,058	\$ 13.00	\$ 481,754.00
24	18" RCP	LF	536	\$ 135.00	\$ 72,360.00
25	24" RCP	LF	1,883	\$ 115.00	\$ 216,545.00
26	Inlet	Each	17	\$ 5,000.00	\$ 85,000.00
27	Storm Manhole	Each	6	\$ 4,875.00	\$ 29,250.00
28	Aggregate Base Course (Class 6)	Ton	18,529	\$ 26.00	\$ 481,754.00
29	Hot Mix Asphalt Pavement	Ton	14,748	\$ 86.00	\$ 1,268,328.00
30	Concrete Curb & Gutter	LF	15,684	\$ 33.00	\$ 517,572.00
31	Valley Gutter Concrete Pavement	SY	198	\$ 175.00	\$ 34,650.00
32	Fillet Concrete Pavement	SY	375	\$ 170.00	\$ 63,750.00
33	Driveway Concrete Pavement	SY	178	\$ 170.00	\$ 30,260.00
34	Bullnose Concrete Pavement	SY	35	\$ 170.00	\$ 5,950.00
35	Sidewalk Concrete	SY	2,701	\$ 90.00	\$ 243,090.00
36	Detectable Warning Panel	SF	96	\$ 15.00	\$ 1,440.00
37	Light Pole	Each	34	\$ 1,500.00	\$ 51,000.00
38	Electrical Conduit	LF	4,262	\$ 11.00	\$ 46,882.00
39	4 Inch White Epoxy Paint	LF	13,000	\$ 1.00	\$ 13,000.00
40	24 Inch White Epoxy Paint	LF	698	\$ 6.00	\$ 4,188.00
41	White Epoxy Paint Symbol	Each	30	\$ 150.00	\$ 4,500.00
42	4 Inch Yellow Epoxy Paint	LF	774	\$ 1.00	\$ 774.00
43	Yellow Epoxy Paint Area	SF	324	\$ 2.00	\$ 648.00
44	Traffic Signals at Higby	LS	1	\$ 50,000.00	\$ 50,000.00
45	Traffic Control	LS	1	\$ 60,000.00	\$ 60,000.00
46	Contingency 20%	LS	1	\$ 784,706.84	\$ 784,706.84
47	Mobilization	LS	1	\$ 235,412.00	\$ 235,412.00

Total Cost = \$ 4,943,653.04

SAMPLE POLICY FROM CITY OF COLORADO SPRINGS



OLD NORTH END
NEIGHBORHOOD



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Our Hood

Committees

Programs

Events

Security

Resources



Sidewalk Maintenance Information

City continues concrete repair cost-sharing option for homeowners

City Press Release, Friday, March 29, 2013

The City of Colorado Springs, with funding from the Pikes Peak Rural Transportation Authority (PPRTA) and the City General Fund, will continue the 50/50 cost-sharing program to repair/replace concrete sidewalks and curb and gutter adjacent to private property in 2013. Fifty percent of the cost is paid for by the City, while the property owner pays the other half. Concrete must be rated Priority 1 or 2 (explained further in release).

Concrete repairs to sidewalks and curb gutter adjacent to private property are ultimately the responsibility and liability of the adjacent property owner; however, the City has allocated funding to assist with these repairs. Currently there is an approximately 16-year backlog of citizen requests for concrete repair. The 50/50 cost-sharing program is designed to allow citizens to get Priority 1 and 2 areas addressed sooner and allow the City to address more needs with available funding.

In 2012, the City spent \$107,500 in PPRTA funding and repaired concrete at 60 residences. For 2013, \$115,000 in PPRTA funding plus \$200,000 from the City General Fund has been allocated to the 50/50 Cost Share program. The additional General Fund dollars are part of the Mayor's 2013 breakthrough strategy to increase road and stormwater maintenance.

Repair needs must meet Priority 1 or 2 levels using objective criteria established under the concrete repair program.

Priority 2 areas are those that meet at least one of these conditions:

- 75 to 100 percent of the curb head or sidewalk is chipped or broken
- Concrete has settled at least 2 inches
- 50% or more of the surface has spalled (top ½ to 1 inch has worn away, leaving a rough surface)

Priority 1 areas meet at least one of the Priority 2 conditions AND at least one of these conditions:

- Verified accident or claim for injury caused by damage
- Citizen with a disability whose access is impeded due to damage
- 250 yard proximity to hospital, school, senior center or bus stop

NOTE: Even if your sidewalk is not yet a priority 1 or 2, you can still get on the list now and by the time they get around to you it will likely be a Priority 2.

Citizens interested in participating should call 385-5411 to schedule an inspection/rating session with a City/PPRTA inspector.

Here are some basic cost estimates for concrete work (as of 2013):

- Remove damaged curb and gutter \$5.50 per linear foot
- Install curb and gutter \$14.25 per linear foot
- Remove damaged sidewalk \$2.25 per square foot
- Install sidewalk \$2.90 per square foot

Quick Links

- [About North End Woodlands](#)
- [Donate/Membership](#)
- [Annual Events](#)
- [ONEN on Facebook](#)
- [Join Nextdoor.com](#)
- [Security Information](#)
- [Contact Us](#)
- [Become a Sponsor](#)



Old North End
1.9K likes

Like Page

Be the first of your friends to like this

This is the full cost of repairs. The homeowner only pays 50% and there is no permit fee

Concrete is poured in May-October and the city can typically afford 100 jobs per year. Call now to get on the list for this year.

For decades, sidewalk repairs have been the responsibility of adjacent property owners. The City began to receiving PPRTA funding in 2005 to assist citizens with these repairs, but many of the City's sidewalks have been poorly maintained over the years and the backlog of needed work is extensive.

City Website on Concrete Repair

FAQs:

Is it the City's responsibility to fix sidewalks, curbs, and gutters?

No, concrete areas are the responsibility of the homeowner for maintenance and safety concerns.

In order to assist Citizen efforts, the City is using a portion of the funds generated by the PPRTA 1 percent sales tax, which was passed in 2005, to work in various areas to assist in making some needed concrete repairs.

Am I allowed to repair the concrete in front of my house or do I need to wait for the City to do it?

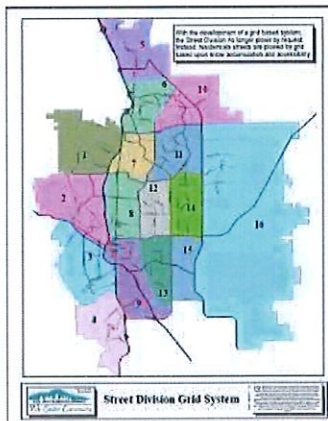
Citizens are allowed and encouraged to make repairs to their sidewalk, driveways, and curbs to mitigate the homeowner's liability exposure. A permit must be obtained through City Engineering at 385-5977.

The use of a licensed and approved concrete contractor is required.

So what are your chances of benefiting from the PPRTA program?

The majority of this program's limited resources are used in addressing the high priority repair requests located in one grid per year. **ONEN is in Grid Area 8.** We were the focus in 2009. Our zone will probably not be worked again until all other 16 zones are completed.

Here is a map of the grid system the city is using:



It is still a good idea to get your name on the list. First check if your property is on the [On-Call Request List](#)

To see all requests within the boundaries of ONEN (as of Nov 2011) visit this [google map](#)

If you are not on the list call 385-5411 or fill out an [online request](#). Select "Concrete Repair/Replacement" and "Grid Area 8"

Also, the city is only focusing on **Priority 1 and 2 Concrete Damage**

Priority 1 Criteria is the same as Priority 2 plus

- Verified accident or injury caused by concrete damage
- Disabled citizen home access impeded due to concrete damage

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- 250 yard proximity to a hospital, school, senior center, or bus stop



Priority 2 Criteria (Severe Damage)

- 75% – 100% of curb head or sidewalk is broken
- 2 – 3 Inches of Vertical Settlement has occurred
- Spalling (Chipping) has occurred over 50% or more of surface area



Sidewalk Replacement Making your Own Repairs:

[Groninger Concrete](#) is one of our sponsors and has worked with ONEN over the last 2 years on the Sidewalk Improvement Program. Click [here](#) for more info on this program.

They have extensive experience working with the city to obtain necessary permits.

Trip Hazard Mitigation is a lower cost alternative to complete replacement:

Precision Concrete Cutting (PCC)

Marc Emrich

marc@safesidewalks.com

Denver, CO

Phone: (303) 330-3398

Toll: (877) 224-0025

www.safesidewalks.com

They use a patented "precision cutting technique" that is different than grinding. This is the process that was used a few years ago by the city on some of our neighborhood sidewalks. They still do a significant amount of work for city but not in our neighborhood. They are based in Denver and have a \$350 minimum for each time they come to the neighborhood so neighbors should schedule work together to meet the minimum. ONEN is exploring the possibility of having PCC focus on different zones in the neighborhood to help coordinate this work. More info to follow.

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Sidewalk Shavers

Scott Laudenslager

Scott@SidewalkShavers.com

8547 E. Arapahoe Road, J120

Greenwood Village, CO 80112

Phone: (303) 324-7165

www.sidewalkshavers.com

They use grinders to remove the trip hazards up to two inches in height from sound concrete. They have worked in the neighborhood and have satisfied customers. Their pricing is by the inch-foot. For example, a one inch high trip hazard across a 4 foot wide sidewalk would cost \$100 to shave. Trip hazards are rarely uniform across a sidewalk so they measure the height of both sides and put the info into a spreadsheet that calculates the cost. They have a \$250 minimum for each time they come to the neighborhood so neighbors should schedule work together to meet the minimum

Sign up for ONEN Emails:[GO](#)

The Old North End Neighborhood (ONEN)

P. O. Box 8185

Colorado Springs, CO 80933-8185

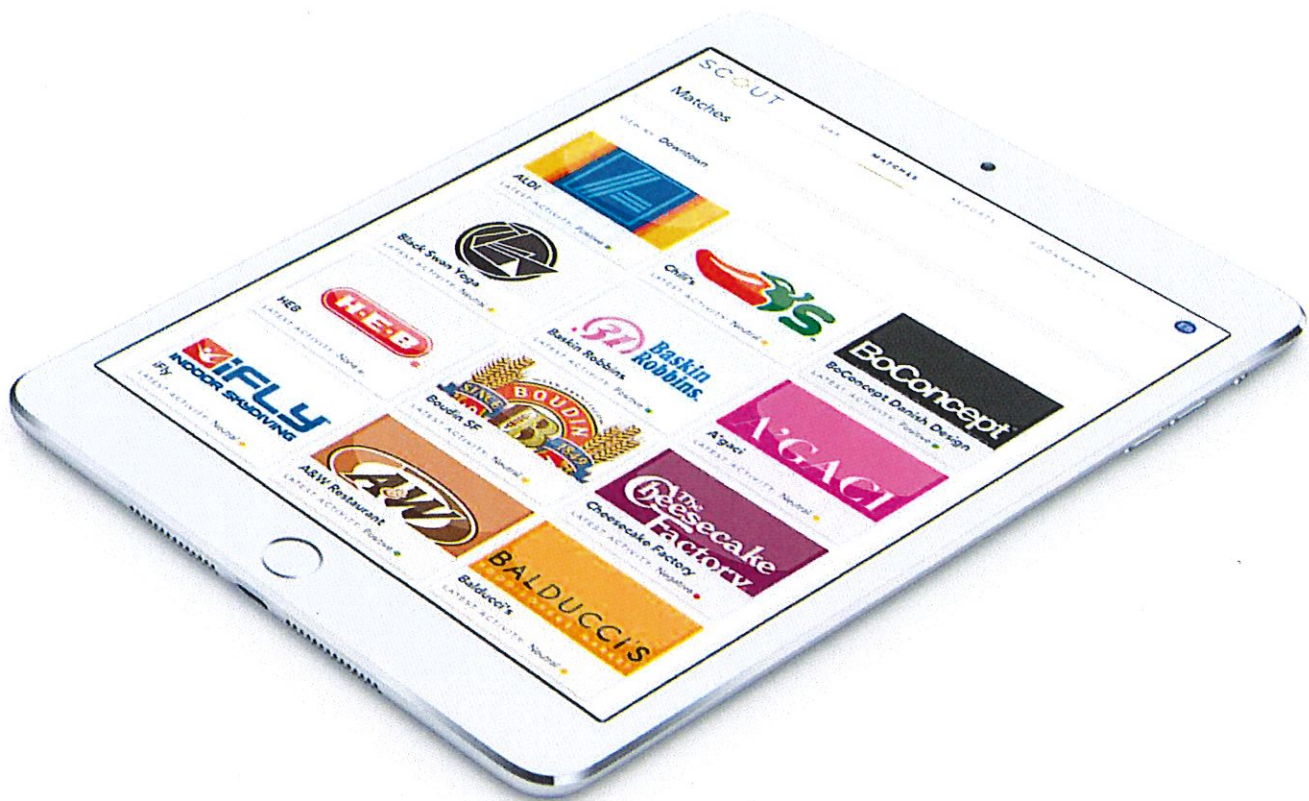
Email: info@oldnorthend.org

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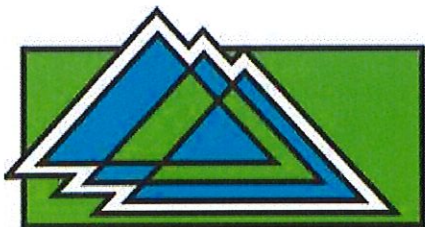
© 2010 – 2015 The Old North End Neighborhood
[James Media](#)

TRIVIEW METROPOLITAN DISTRICT PROPOSAL



Proposal

RETAIL RECRUITMENT & MOBILE VISITOR INSIGHTS SOLUTION



Prepared by: Lisa McCay
Expiration: May 25, 2019

Buxton[®]

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site selection and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.



More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers, and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection, and recruitment. Clients benefit from Buxton's unique understanding of site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizens' desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
 - 4,000+ total clients from the retail, restaurant, healthcare, and public sector industries
 - 800+ public sector clients nationwide
 - 40+ million square feet of retail space recruited
 - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT™ with the touch of a button from any mobile device; gain answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand
- **Develop a Long-Term Partnership.** Receive personal guidance and ongoing insight into key industry topics

SCOPE OF SERVICES

Buxton is pleased to present this proposal to the Triview Metropolitan District. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

The following scope of services will be provided jointly to the Town of Monument, CO, and the Triview Metropolitan District, subject to execution of the respective agreements with both parties.

Triview Metropolitan District Objectives:

1. **Develop profile of residents and visitors, leveraging mobile analytics**
2. **Understand current retail and restaurant economic condition**
3. **Recruit new retailers and restaurants**
4. **Retain existing retailers and restaurants**

Retail Recruitment and Retention Solution: Your Community & Visitor Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to the Town of Monument and the Triview Metropolitan District by utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions. This knowledge will provide you with instant credibility and the ability to differentiate your community.

Step 1 – Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compares your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail clients' actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential and Visitor Customers

You will have insights into more than 7,500 categories of lifestyles, purchase behaviors, and media reading and viewing habits of your residents and visitors. Buxton will develop three (3) unique profiles for your solution:

1. **Residential Profile** – will analyze all the households in your drive-time trade area.
2. **Visitor Profile (non-resident)** – will analyze data from mobile devices for a recent twelve-month (12) period where the device holder's originating address is located outside of your city limits (domestic addresses only). Buxton will combine this mobile dataset with our other household-level data, which provides Buxton with a way to develop an accurate consumer profile of the visitors to your community.
3. **Combined Total Community Consumer Profile** – Buxton will combine your residential and visitor profiles to develop your overall consumer profile which will be used to match retailers and restaurants as fits for your community.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites, and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers. We will notify each retailer's key real estate decision maker by letter, informing them that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT, an application in the Buxton Analytics Platform, and include a:

1. Map of the retail site and trade area
2. Map of the retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Step 6 – We Provide Business Retention Tools

Buxton will provide reports through SCOUT that can be used to support business retention efforts by helping local business owners to make better business decisions. In addition, Buxton is pleased to offer the Town of Monument and Triview Metropolitan District access to LSMx. **LSMx**, which stands for **Local Store Marketing** powered by Buxton, is a customer acquisition solution designed specifically for small business owners and franchisees. The Town of Monument and Triview Metropolitan District can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. Upon execution of the LSMx Addendum, the Town of Monument and Triview Metropolitan District will have access to up to 50 total complimentary LSMx monthly subscriptions/license codes* to distribute to local retailers, restaurants and service providers.

Solution Deliverables:

- Buxton Analytics Platform/SCOUT access
- Drive time trade area maps
- Retail site assessment
- Residential, visitor (mobile analytics), and combined profile
- Retailer specific marketing packages (for up to twenty (20) retailers)
- LSMx subscriptions (for up to twenty-five (25) monthly license codes)*

Multi Year Deliverables (Optional):

If elected, Years 2 and 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, LSMx subscriptions,* and full access to the Buxton Analytics Platform.

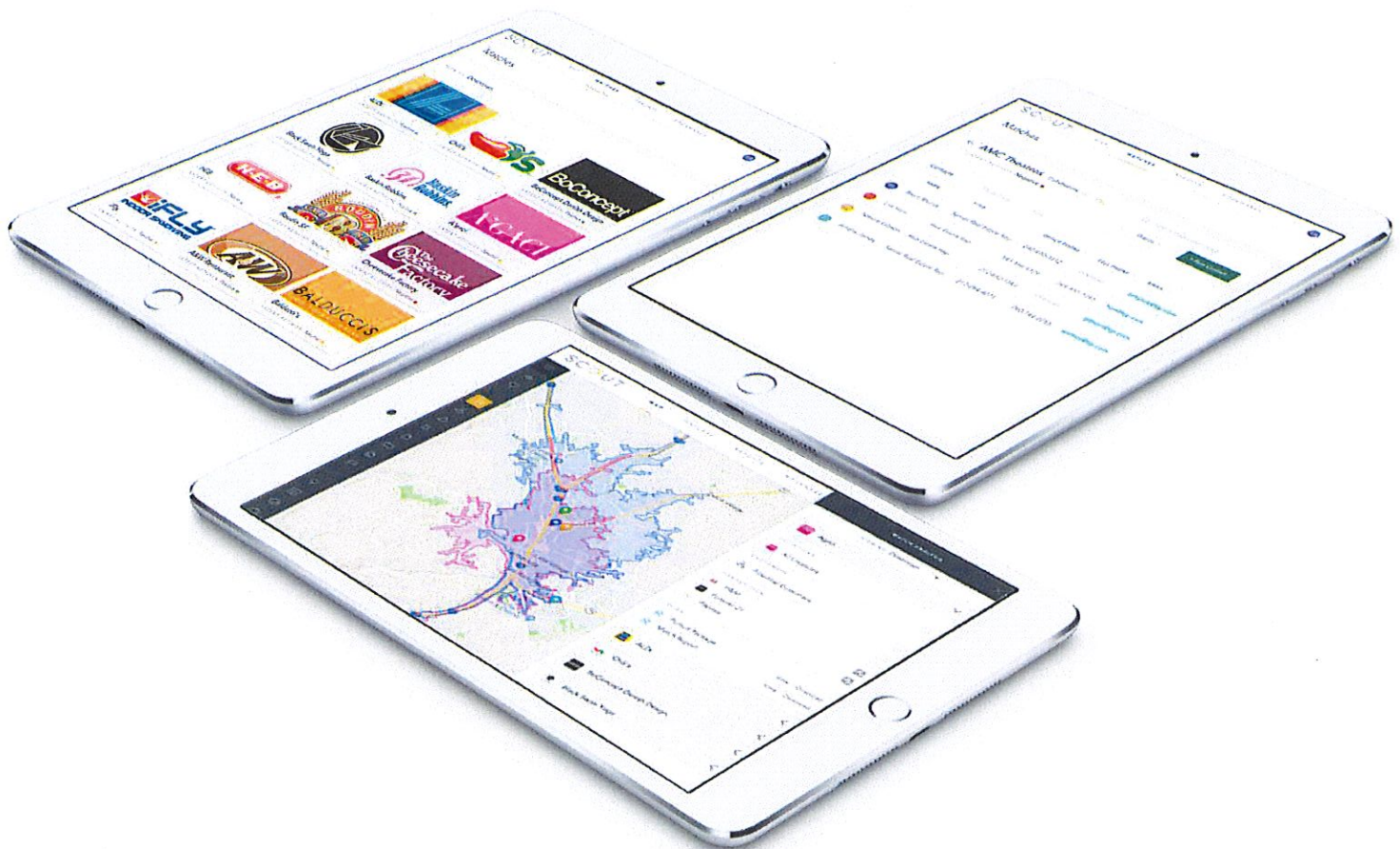
**LSMx deliverables are subject to the Triview Metropolitan District and the Town of Monument executing the LSMx Addendum and the terms and conditions described therein.*

Access and Use Your Retail Recruitment Solution via the Buxton Analytics Platform

Buxton's Retail Recruitment and Retention solution will allow you to actively recruit retailers to your community and support existing businesses with just a few clicks using SCOUT, which provides you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is an application in the web-based Buxton Analytics Platform, which is accessible on any Windows or iOS enabled device with an Internet connection. It is designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment and Retention solution enables four (4) SCOUT users with the ability to run demographic and trade area profile reports, and view maps and other data elements.

In SCOUT you will be able to:

- Identify retail matches
- Run variable reports
- View city limit maps
- Access split-screen views and Google street view
- Access dynamic thematic mapping
- Print maps (including large format)
- See existing locations for prospective retailers to avoid cannibalization
- See aerial view
- View physician intelligence
- Run healthcare reports
- Run consumer propensity reports
- Run comparable reports
- Run demographic reports
- Run retail leakage/surplus reports
- Track outreach activity to quickly report on economic development efforts to stakeholders



Reporting Features

Retail Leakage Report

The Retail Leakage/Surplus Analysis provides an estimate of retail dollars flowing into or out of the trade area. It calculates a sales gap index that provides an estimate of the dollars spent outside the trade area (leakage) and the number of dollars coming in from outside the trade area (surplus), as well as a relative comparison of leakage/surplus.

Consumer Propensity Report

The Consumer Propensity Report (CPR) shows lifestyle, product, and psychographic likelihood indices for consumers in the trade area. Information is provided for thirty-two (32) major categories with more than 4,800 total line items. Please note that line items are based on national-level purchasing and lifestyle characteristics. These line items are then correlated to the underlying household characteristics of consumers in the trade area. Some line items may not be relevant or available in your market. The score indicates the degree to which local consumers would purchase an item if it were relevant and available. Often, similar brands or concepts use this information to determine expansion potential.

Healthcare Reports

There are six healthcare reports available in SCOUT. These reports give insight into healthcare demand by major diagnostic code, physician specialty, physician setting, DRG, and payment source by current year or 5-year projections. The physician intelligence report also provides a count of physicians in the study geography.

Profiles Report

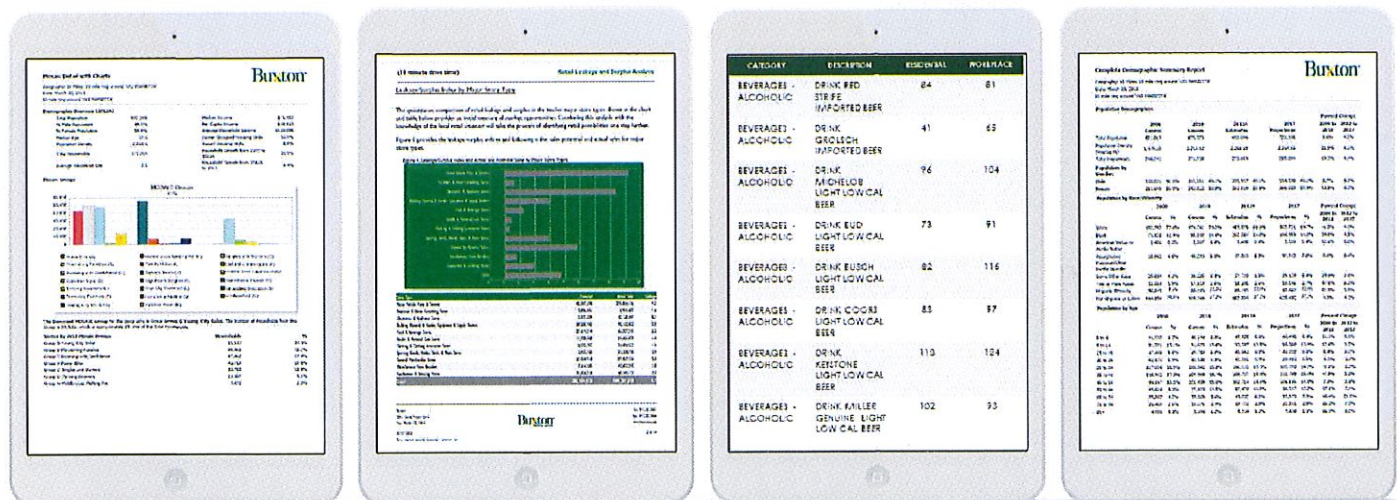
Gives residential/workplace populations and percentage breakdowns of the 71 Mosaic segment groups.

Green Awareness Report

Provides a household and workplace green awareness index score.

Count Base Daytime Population Report

The Daytime Population Report looks at the workforce in the study area and gives a count of the workforce population by industry. It also allows you to see a count of businesses in the area by two-digit SIC and workforce size.



Household & Workforce
Consumer Profiles

Retail Supply &
Demand Gap Analysis

Consumer
Propensities

Demographics
Historical & Projected

Demographic Report

The Demographic Report is a good go-to resource as it includes almost all of our demographic information in a single report. It can yield many different outputs as listed below.

Age by Sex*

Provides a breakdown of the population by age and sex. Offers total population for several years and breaks this information down further by sex and age range.

Basic Demographic Chart*

Provides a breakdown of population by general categories, including households by income, household size, age, race and ethnicity percent change, educational attainment percent change, marital status, and household and population percent change.

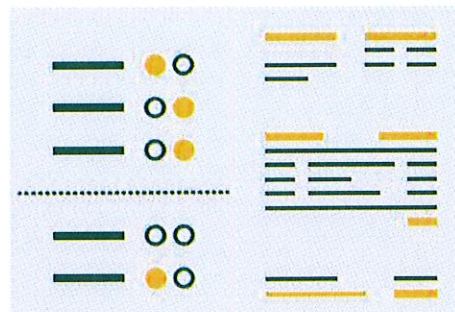


Complete Demographic*

Provides a breakdown of the population by specific groups, for 2000 and 2010 census numbers, current year estimates, and 5-year projections. These categories include: population demographics, population by race/ethnicity, population by age, median age, households by income, employment, housing units, vehicles available, marital status, and educational attainment.

Household Units Summary

Provides a breakdown of households within a specified geography. Information includes total number of housing units, owner vs. renter statistics, home value of owned homes, and monthly cash rent.



Income by Age Summary

Provides a breakdown of household demographics and income by age of head of household for the 2000 and 2010 censuses, current year estimates, and 5-year projections.

Income Report*

Provides a breakdown of population demographics and splits the households into groups by income for the 2000 and 2010 censuses, current year estimates, and 5-year projections.

Mosaic Comparison Summary

Gives a population and percentage breakdown of the 71 Mosaic segment groups.

Mosaic Detail Charts

Gives a demographic overview and a graph showing the breakdown of the 20 Mosaic groups within the specified geography. This report also indicates which group is dominant and sorts each group by percentage.

Population Comparison Report

Gives total population, female vs. male population, educational attainment, marital status, race, and Hispanic ethnicity as percentages. These numbers are based on 2000 and 2010 censuses, current year estimates, and 5-year projections.

**These reports can be run as summary or comparison reports. The summary report allows you to see results for multiple geographic regions combined, or a single drive time or radius. The comparison report allows you to compare up to 5 geographies side-by-side in the same output.*

SUPPORT

Buxton Analytics Platform Technical Requirements

The Buxton Analytics Platform can be accessed at the following URL: www.buxtonco.com

The Buxton Analytics Platform is a web-based collection of applications accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU, 4 GB RAM (or higher). Examples include most modern-day laptops or desktops purchased within the last 3 years, iPad Pro 2017 or newer, Microsoft Surface Pro 2 or newer, or Samsung Galaxy Tab S3. The recommended browser for accessing the platform is the latest version of Chrome.

Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:00 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk

Monday – Friday: 8:00 am – 5:00 pm CST

1-817-332-3681

TERM, FEES, AND DELIVERY

Agreement Term

One (1) Year

Triview's Portion of Year 1 Fee (50% invoiced upon execution of this agreement; 50% invoiced upon targeted retailer identification) \$35,000

Optional: Triview's Portion of Year 2 Fee (Invoiced 1st anniversary of this agreement) \$35,000

Optional: Triview's Portion of Year 3 Fee (Invoiced 2nd anniversary of this agreement) \$35,000

Delivery **The Triview Metropolitan District and Town of Monument will have access to retail match lists and marketing packages within sixty (60) business days of execution.**

This agreement is contingent upon execution of the corresponding Buxton agreement with the Town of Monument. All deliverables associated with this agreement will be shared jointly between the Town of Monument and the Triview Metropolitan District. Your Buxton Analytics Platform access will be enabled within ten (10) business days of the execution of this agreement. The Town of Monument and Triview Metropolitan District will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for one (1) year with an annual renewal option for Year 2 and Year 3. If the Town of Monument and the Triview Metropolitan District elect an optional renewal in years 2 or 3, the Town of Monument and the Triview Metropolitan District agree to notify Buxton in writing at least 30 days prior to the respective anniversary date of their respective agreements. The subsequent year fees will be invoiced on the annual anniversary dates of the agreements. All service fees associated with this agreement are due in net ten (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include the Town of Monument and Triview Metropolitan District on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing the Town of Monument and Triview Metropolitan District as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to the Town of Monument or Triview Metropolitan District.

Buxton

Triview Metropolitan District

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____ Date _____

Title _____ Date _____

Please provide us with a primary point of contact for invoice receipt.

Please provide us with a primary point of contact.

Name: _____

Name: _____

Phone: _____

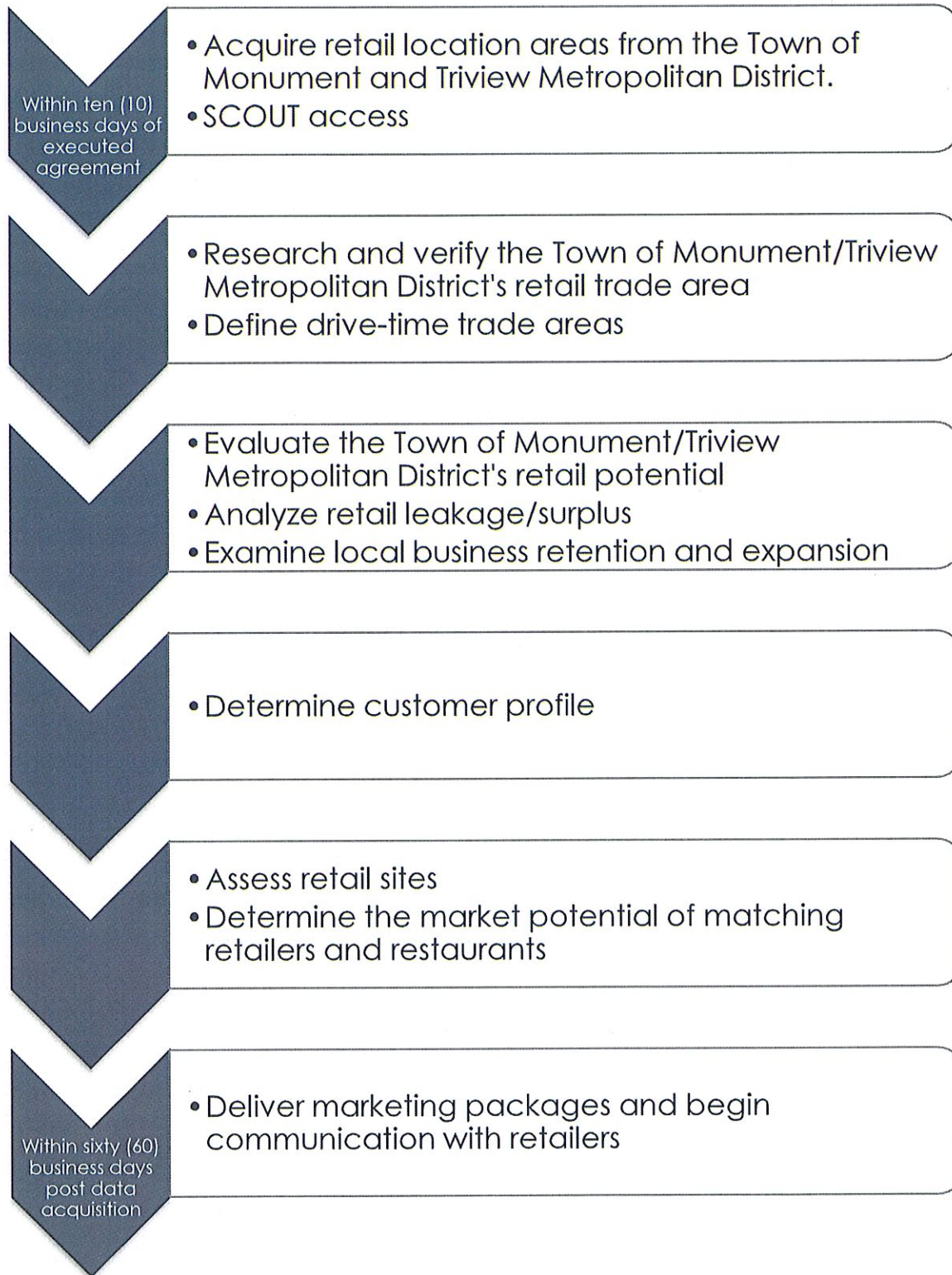
Phone: _____

Email: _____

Email: _____

Preferred Method of Receipt: Email OR U.S. Mail

PROJECT TIMELINE





LSMx Addendum
Business Retention
Supplement

Buxton®



Prepared by Lisa McCay

Triview Metropolitan District

This Addendum is entered into between the Triview Metropolitan District, CO ("Triview Metropolitan District"), Buxton Company ("Buxton"), and LSMx, Inc. ("LSMx") (each a "Party" and collectively the "Parties"). This Addendum is attached to and made part of the Agreement between Buxton and the Triview Metropolitan District, dated _____ ("Buxton Agreement").

The following scope of services is subject to execution of the corresponding Town of Monument agreement.

The purpose of this Addendum is to provide the Triview Metropolitan District with access to LSMx software subscriptions for the Term of the Buxton Agreement, unless terminated earlier as set forth in the Buxton Agreement. The Parties acknowledge that this Addendum and each of its provisions is expressly contingent upon the Buxton Agreement and associated fees remaining in full force and effect.

Background

LSMx, which stands for **Local Store Marketing** powered by Buxton, is a proprietary customer acquisition solution designed specifically for small business owners and franchisees. Local governments and economic development agencies can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. For each month of the Term of the Buxton Agreement, the Triview Metropolitan District and Town of Monument will have access to up to 50 total complimentary LSMx monthly subscriptions.

Deliverables and Terms

- Up to 25 LSMx subscriptions will be provided at no additional charge to the Triview Metropolitan District for designation of access at the Triview Metropolitan District's sole discretion to local retail, restaurant and service provider subscribers (each a "subscriber") during the Term of the Buxton Agreement.
- Any default or termination under the Buxton Agreements will also constitute a default and termination under this Addendum. In the event that the Buxton Agreements are terminated, the 25 monthly subscriptions will be canceled, at which time, each Subscriber will have the option of continuing their subscription at standard rates. Standard rates will be the prevailing rate at the time of cancellation.
- All fees associated with advertising campaigns executed via the LSMx software by the subscriber are at an additional cost to the subscriber. Each subscriber executing advertising campaigns within the LSMx software are responsible for such costs via the credit card information they provide in the LSMx software.
- If the Triview Metropolitan District requests services not specified in this Addendum, the parties shall enter into an additional Addendum setting forth the additional services, fees, and other mutually agreed upon terms.
- The Parties to this Addendum expressly agree to the following terms and conditions:

- o Each subscriber will be subject to the applicable terms and conditions contained in the LSMx software license agreement accessed via the LSMx software.
- o The LSMx software is provided to each subscriber under a non-exclusive, non-transferable, limited, non-sublicensable, revocable license to access and use the LSMx software.
- o The LSMx software is not being sold to the Triview Metropolitan District or a subscriber and it is not available for resell.
- o The LSMx software license does not convey any rights in or to the LSMx software or any patent, copyright, trademark or any other intellectual property rights of LSMx. LSMx retains all right, title, and interest in and to the LSMx software (including any upgrades, improvements, modifications, derivatives, and refinements to the LSMx software).

The parties hereby agree to and accept the terms of this Addendum as of the date written below.

Buxton Company

By: _____

Name: David Glover

Title: Chief Financial Officer

Date: _____

Triview Metropolitan District, CO

By: _____

Name: _____

Title: _____

Date: _____

LSMx, Inc.

By: _____

Name: David Glover

Title: Chief Financial Officer

Date: _____

LSM Benefits

Powered by Buxton TM

LSMx, **L**ocal **S**tore **M**arketing powered by Buxton, is a simple, but powerful, customer acquisition solution that allows local business owners to easily see and understand:

- Who and where their best potential customers are coming from
- How far their most valuable customers are willing to drive to their location
- How many potential customers are near or around them

LSMx:

- Alerts users about upcoming local events that could be driving business
- Shows where specific competitors are in relation to potential customers
- Highlights traffic congestion that might interfere with performance

Key Differentiator

LSMx completely executes marketing campaigns to the potential customers users see right from their mobile device in just minutes. Local businesses can target the potential customers that LSMx identifies with any or all the following marketing channels:

- Direct Mail
- Email
- Facebook
- Google
- Mobile Banner Ads

Benefits to the Triview Metropolitan District

- Encourages private-public partnerships
- Supports local businesses
- Provides local businesses with resources (analytics, application, marketing automation, marketing execution) normally reserved for much larger entities
- Supports business retention
- Supports localization efforts
- Supports increase in local tax income because businesses can be more successful

TOWN OF MONUMENT PROPOSAL



Proposal

RETAIL RECRUITMENT & MOBILE VISITOR INSIGHTS SOLUTION



Prepared by: Lisa McCay
Expiration: May 25, 2019

Buxton[®]

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site selection and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.



More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers, and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection, and recruitment. Clients benefit from Buxton's unique understanding of site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizens' desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
 - 4,000+ total clients from the retail, restaurant, healthcare, and public sector industries
 - 800+ public sector clients nationwide
 - 40+ million square feet of retail space recruited
 - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT™ with the touch of a button from any mobile device; gain answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand
- **Develop a Long-Term Partnership.** Receive personal guidance and ongoing insight into key industry topics

SCOPE OF SERVICES

Buxton is pleased to present this proposal to the Town of Monument, CO. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

The following scope of services will be provided jointly to the Town of Monument, CO, and the Triview Metropolitan District, subject to execution of the respective agreements with both parties.

Town of Monument's Objectives:

1. **Develop profile of residents and visitors, leveraging mobile analytics**
2. **Understand current retail and restaurant economic condition**
3. **Recruit new retailers and restaurants**
4. **Retain existing retailers and restaurants**

Retail Recruitment and Retention Solution: Your Community & Visitor Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to the Town of Monument and the Triview Metropolitan District by utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions. This knowledge will provide you with instant credibility and the ability to differentiate your community.

Step 1 – Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compares your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail clients' actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential and Visitor Customers

You will have insights into more than 7,500 categories of lifestyles, purchase behaviors, and media reading and viewing habits of your residents and visitors. Buxton will develop three (3) unique profiles for your solution:

1. **Residential Profile** – will analyze all the households in your drive-time trade area.
2. **Visitor Profile (non-resident)** – will analyze data from mobile devices for a recent twelve-month (12) period where the device holder's originating address is located outside of your city limits (domestic addresses only). Buxton will combine this mobile dataset with our other household-level data, which provides Buxton with a way to develop an accurate consumer profile of the visitors to your community.
3. **Combined Total Community Consumer Profile** – Buxton will combine your residential and visitor profiles to develop your overall consumer profile which will be used to match retailers and restaurants as fits for your community.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites, and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers. We will notify each retailer's key real estate decision maker by letter, informing them that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT, an application in the Buxton Analytics Platform, and include a:

1. Map of the retail site and trade area
2. Map of the retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Step 6 – We Provide Business Retention Tools

Buxton will provide reports through SCOUT that can be used to support business retention efforts by helping local business owners to make better business decisions. In addition, Buxton is pleased to offer the Town of Monument and Triview Metropolitan District access to LSMx. **LSMx**, which stands for **Local Store Marketing** powered by Buxton, is a customer acquisition solution designed specifically for small business owners and franchisees. The Town of Monument and Triview Metropolitan District can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. Upon execution of the LSMx Addendum, the Town of Monument and Triview Metropolitan District will have access to up to 50 total complimentary LSMx monthly subscriptions/license codes* to distribute to local retailers, restaurants and service providers.

Solution Deliverables:

- Buxton Analytics Platform/SCOUT access
- Drive time trade area maps
- Retail site assessment
- Residential, visitor (mobile analytics), and combined profile
- Retailer specific marketing packages (for up to twenty (20) retailers)
- LSMx subscriptions (for up to twenty-five (25) monthly license codes)*

Multi Year Deliverables (Optional):

If elected, Years 2 and 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, LSMx subscriptions,* and full access to the Buxton Analytics Platform.

**LSMx deliverables are subject to the Town of Monument and the Triview Metropolitan District executing the LSMx Addendum and the terms and conditions described therein.*

Access and Use Your Retail Recruitment Solution via the Buxton Analytics Platform

Buxton's Retail Recruitment and Retention solution will allow you to actively recruit retailers to your community and support existing businesses with just a few clicks using SCOUT, which provides you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is an application in the web-based Buxton Analytics Platform, which is accessible on any Windows or iOS enabled device with an Internet connection. It is designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment and Retention solution enables four (4) SCOUT users with the ability to run demographic and trade area profile reports, and view maps and other data elements.

In SCOUT you will be able to:

- Identify retail matches
- Run variable reports
- View city limit maps
- Access split-screen views and Google street view
- Access dynamic thematic mapping
- Print maps (including large format)
- See existing locations for prospective retailers to avoid cannibalization
- See aerial view
- View physician intelligence
- Run healthcare reports
- Run consumer propensity reports
- Run comparable reports
- Run demographic reports
- Run retail leakage/surplus reports
- Track outreach activity to quickly report on economic development efforts to stakeholders



Reporting Features

Retail Leakage Report

The Retail Leakage/Surplus Analysis provides an estimate of retail dollars flowing into or out of the trade area. It calculates a sales gap index that provides an estimate of the dollars spent outside the trade area (leakage) and the number of dollars coming in from outside the trade area (surplus), as well as a relative comparison of leakage/surplus.

Consumer Propensity Report

The Consumer Propensity Report (CPR) shows lifestyle, product, and psychographic likelihood indices for consumers in the trade area. Information is provided for thirty-two (32) major categories with more than 4,800 total line items. Please note that line items are based on national-level purchasing and lifestyle characteristics. These line items are then correlated to the underlying household characteristics of consumers in the trade area. Some line items may not be relevant or available in your market. The score indicates the degree to which local consumers would purchase an item if it were relevant and available. Often, similar brands or concepts use this information to determine expansion potential.

Healthcare Reports

There are six healthcare reports available in SCOUT. These reports give insight into healthcare demand by major diagnostic code, physician specialty, physician setting, DRG, and payment source by current year or 5-year projections. The physician intelligence report also provides a count of physicians in the study geography.

Profiles Report

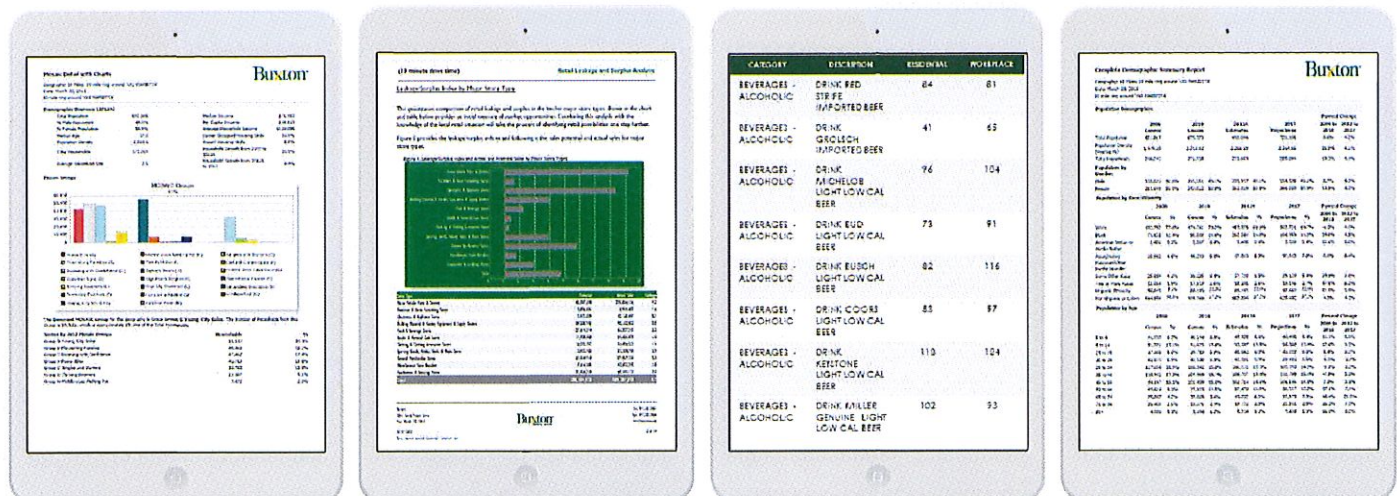
Gives residential/workplace populations and percentage breakdowns of the 71 Mosaic segment groups.

Green Awareness Report

Provides a household and workplace green awareness index score.

Count Base Daytime Population Report

The Daytime Population Report looks at the workforce in the study area and gives a count of the workforce population by industry. It also allows you to see a count of businesses in the area by two-digit SIC and workforce size.



Household & Workforce
Consumer Profiles

Retail Supply &
Demand Gap Analysis

Consumer
Propensities

Demographics
Historical & Projected

Demographic Report

The Demographic Report is a good go-to resource as it includes almost all of our demographic information in a single report. It can yield many different outputs as listed below.

Age by Sex*

Provides a breakdown of the population by age and sex. Offers total population for several years and breaks this information down further by sex and age range.

Basic Demographic Chart*

Provides a breakdown of population by general categories, including households by income, household size, age, race and ethnicity percent change, educational attainment percent change, marital status, and household and population percent change.

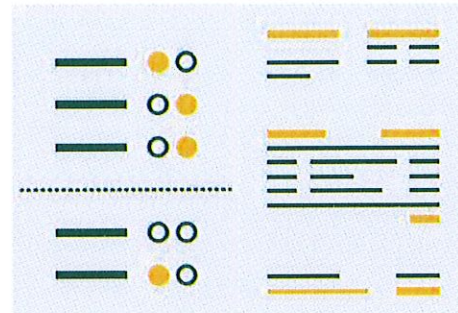


Complete Demographic*

Provides a breakdown of the population by specific groups, for 2000 and 2010 census numbers, current year estimates, and 5-year projections. These categories include: population demographics, population by race/ethnicity, population by age, median age, households by income, employment, housing units, vehicles available, marital status, and educational attainment.

Household Units Summary

Provides a breakdown of households within a specified geography. Information includes total number of housing units, owner vs. renter statistics, home value of owned homes, and monthly cash rent.



Income by Age Summary

Provides a breakdown of household demographics and income by age of head of household for the 2000 and 2010 censuses, current year estimates, and 5-year projections.

Income Report*

Provides a breakdown of population demographics and splits the households into groups by income for the 2000 and 2010 censuses, current year estimates, and 5-year projections.

Mosaic Comparison Summary

Gives a population and percentage breakdown of the 71 Mosaic segment groups.

Mosaic Detail Charts

Gives a demographic overview and a graph showing the breakdown of the 20 Mosaic groups within the specified geography. This report also indicates which group is dominant and sorts each group by percentage.

Population Comparison Report

Gives total population, female vs. male population, educational attainment, marital status, race, and Hispanic ethnicity as percentages. These numbers are based on 2000 and 2010 censuses, current year estimates, and 5-year projections.

**These reports can be run as summary or comparison reports. The summary report allows you to see results for multiple geographic regions combined, or a single drive time or radius. The comparison report allows you to compare up to 5 geographies side-by-side in the same output.*

SUPPORT

Buxton Analytics Platform Technical Requirements

The Buxton Analytics Platform can be accessed at the following URL: www.buxtonco.com

The Buxton Analytics Platform is a web-based collection of applications accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU, 4 GB RAM (or higher). Examples include most modern-day laptops or desktops purchased within the last 3 years, iPad Pro 2017 or newer, Microsoft Surface Pro 2 or newer, or Samsung Galaxy Tab S3. The recommended browser for accessing the platform is the latest version of Chrome.

Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:00 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk

Monday – Friday: 8:00 am – 5:00 pm CST

1-817-332-3681

TERM, FEES, AND DELIVERY

Agreement Term

One (1) Year

Monument's Portion of Year 1 Fee (50% invoiced upon execution of this agreement; 50% invoiced upon targeted retailer identification) \$15,000

Optional: Monument's Portion of Year 2 Fee (Invoiced 1st anniversary of this agreement) \$15,000

Optional: Monument's Portion of Year 3 Fee (Invoiced 2nd anniversary of this agreement) \$15,000

Delivery **The Town of Monument and Triview Metropolitan District will have access to retail match lists and marketing packages within sixty (60) business days of execution.**

This agreement is contingent upon execution of the corresponding Buxton agreement with the Triview Metropolitan District. All deliverables associated with this agreement will be shared jointly between the Town of Monument and the Triview Metropolitan District. Your Buxton Analytics Platform access will be enabled within ten (10) business days of the execution of this agreement. The Town of Monument and Triview Metropolitan District will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for one (1) year with an annual renewal option for Year 2 and Year 3. If the Town of Monument and the Triview Metropolitan District elect an optional renewal in years 2 or 3, the Town of Monument and the Triview Metropolitan District agree to notify Buxton in writing at least 30 days prior to the respective anniversary date of their respective agreements. The subsequent year fees will be invoiced on the annual anniversary dates of the agreements. All service fees associated with this agreement are due in net ten (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include the Town of Monument and Triview Metropolitan District on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing the Town of Monument and Triview Metropolitan District as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to the Town of Monument or Triview Metropolitan District.

Buxton

Town of Monument, CO

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Date _____

Title _____

Date _____

Please provide us with a primary point of contact for invoice receipt.

Please provide us with a primary point of contact.

Name: _____

Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Preferred Method of Receipt: Email **OR** U.S. Mail

PROJECT TIMELINE





LSMx Addendum
Business Retention
Supplement

Buxton®



Prepared by Lisa McCay

Town of Monument, CO

This Addendum is entered into between the Town of Monument, CO ("Town of Monument"), Buxton Company ("Buxton"), and LSMx, Inc. ("LSMx") (each a "Party" and collectively the "Parties"). This Addendum is attached to and made part of the Agreement between Buxton and the Town of Monument, dated _____ ("Buxton Agreement").

The following scope of services is subject to execution of the corresponding Triview Metropolitan District agreement.

The purpose of this Addendum is to provide the Town of Monument with access to LSMx software subscriptions for the Term of the Buxton Agreement, unless terminated earlier as set forth in the Buxton Agreement. The Parties acknowledge that this Addendum and each of its provisions is expressly contingent upon the Buxton Agreement and associated fees remaining in full force and effect.

Background

LSMx, which stands for **Local Store Marketing** powered by Buxton, is a proprietary customer acquisition solution designed specifically for small business owners and franchisees. Local governments and economic development agencies can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. For each month of the Term of the Buxton Agreement, the Town of Monument and Triview Metropolitan District will have access to up to 50 total complimentary LSMx monthly subscriptions.

Deliverables and Terms

- Up to 25 LSMx subscriptions will be provided at no additional charge to the Town of Monument for designation of access at the Town of Monument's sole discretion to local retail, restaurant and service provider subscribers (each a "subscriber") during the Term of the Buxton Agreement.
- Any default or termination under the Buxton Agreements will also constitute a default and termination under this Addendum. In the event that the Buxton Agreements are terminated, the 25 monthly subscriptions will be canceled, at which time, each Subscriber will have the option of continuing their subscription at standard rates. Standard rates will be the prevailing rate at the time of cancellation.
- All fees associated with advertising campaigns executed via the LSMx software by the subscriber are at an additional cost to the subscriber. Each subscriber executing advertising campaigns within the LSMx software are responsible for such costs via the credit card information they provide in the LSMx software.
- If the Town of Monument requests services not specified in this Addendum, the parties shall enter into an additional Addendum setting forth the additional services, fees, and other mutually agreed upon terms.
- The Parties to this Addendum expressly agree to the following terms and conditions:

- o Each subscriber will be subject to the applicable terms and conditions contained in the LSMx software license agreement accessed via the LSMx software.
- o The LSMx software is provided to each subscriber under a non-exclusive, non-transferable, limited, non-sublicensable, revocable license to access and use the LSMx software.
- o The LSMx software is not being sold to the Town of Monument or a subscriber and it is not available for resell.
- o The LSMx software license does not convey any rights in or to the LSMx software or any patent, copyright, trademark or any other intellectual property rights of LSMx. LSMx retains all right, title, and interest in and to the LSMx software (including any upgrades, improvements, modifications, derivatives, and refinements to the LSMx software).

The parties hereby agree to and accept the terms of this Addendum as of the date written below.

Buxton Company

By: _____

Name: David Glover

Title: Chief Financial Officer

Date: _____

Town of Monument, CO

By: _____

Name: _____

Title: _____

Date: _____

LSMx, Inc.

By: _____

Name: David Glover

Title: Chief Financial Officer

Date: _____

LSM Benefits

Powered by Buxton

LSMx, Local Store Marketing powered by Buxton, is a simple, but powerful, customer acquisition solution that allows local business owners to easily see and understand:

- Who and where their best potential customers are coming from
- How far their most valuable customers are willing to drive to their location
- How many potential customers are near or around them

LSMx:

- Alerts users about upcoming local events that could be driving business
- Shows where specific competitors are in relation to potential customers
- Highlights traffic congestion that might interfere with performance

Key Differentiator

LSMx completely executes marketing campaigns to the potential customers users see right from their mobile device in just minutes. Local businesses can target the potential customers that LSMx identifies with any or all the following marketing channels:

- Direct Mail
- Email
- Facebook
- Google
- Mobile Banner Ads

Benefits to the Town of Monument

- Encourages private-public partnerships
- Supports local businesses
- Provides local businesses with resources (analytics, application, marketing automation, marketing execution) normally reserved for much larger entities
- Supports business retention
- Supports localization efforts
- Supports increase in local tax income because businesses can be more successful