

QUIT CLAIM DEED

Tract J, Filing 16 and Tract D, Filing 12

(No Documentary Fee Required Pursuant to §39-13-102(2)(a), C.R.S.)

THIS QUIT CLAIM DEED, made this 20th day of September, 2022, by and between **TALLYN'S REACH METROPOLITAN DISTRICT NO. 1** ("**Grantor**"), by and through Tallyn's Reach Metropolitan District Nos. 2 and 3 (the "**Districts**"), each a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen 8390 E. Crescent Parkway #500, Greenwood Village, CO 80111, and **TALLYN'S REACH AUTHORITY** ("**Grantee**"), a contractual authority and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen 8390 E. Crescent Parkway #500, Greenwood Village, CO 80111.

WHEREAS, on February 18, 2018, the Districts entered into that certain Tallyn's Reach Authority Establishment Agreement (the "**Establishment Agreement**") establishing the Grantee as the successor entity to the Grantor that is responsible for conducting the management, control, coordination and provision of the services that had been previously conducted by Grantor, including ownership and maintenance of real property and public improvements within the community; and

WHEREAS, prior to the Dissolution (as defined below) Grantor and the Districts entered into that certain Termination of the District Facilities Construction and Service Agreement dated May 9, 2018, (the "**Termination Agreement**"), pursuant to Section 2 of which Grantor and the Districts agreed to execute or cause to be executed such further instruments as may be reasonably required in order to effectuate the Termination Agreement in accordance with its intent and provisions; and

WHEREAS, on May 9, 2018, Grantor conveyed real property to Grantee by and through that certain Quit Claim Deed recorded on November 27, 2018, at Reception No. D8115594 in the real property records of Arapahoe County, Colorado, with the intent of conveying all real property then owned by Grantor to Grantee (the "**Original Conveyance**"); and

WHEREAS, on November 14, 2018, Grantor's Petition for Dissolution was granted by the District Court for Arapahoe County, dissolving Grantor, which Order was recorded on November 20, 2018, at Reception No. D8114541, in the real property records of Arapahoe County, Colorado (the "**Dissolution**"); and

WHEREAS, on June 17, 2021, Grantor conveyed real property to Grantee by and through that certain Quit Claim Deed recorded on June 21, 2021, at Reception No. E1098445 in the real property records of Arapahoe County, Colorado, with the intent of conveying properties inadvertently not included in the Original Conveyance (the "**Previous Conveyance**"); and

WHEREAS, the Districts recently became aware that the property more particularly described below was inadvertently not included in the Original Conveyance or the Previous Conveyance; and

WHEREAS, pursuant to the authority provided in the Termination Agreement, the Districts' desire to execute this Quit Claim Deed in order to implement the purpose of the Establishment Agreement in accordance with its intent and provisions; and

WITNESSETH, that Grantor, by and through the Districts, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee all the right, title, interest, claim and demand which Grantor has or may have, in and to the real property situated, lying and being in the County of Arapahoe, State of Colorado, as more particularly described as follows:

TRACT J, TALLYN'S REACH NORTH SUBDIVISION, 6th FILING,
ARAPAHOE COUNTY, COLORADO.

AND

TRACT D, BLOCK 4, TALLYN'S REACH SUBDIVISION, 12th FILING,
ARAPAHOE COUNTY, COLORADO

TO HAVE AND TO HOLD the same, together with all singular appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of Grantor, either in law or in equity.

IN WITNESS WHEREOF, Grantor, by and through the Districts, has caused this Quit Claim Deed to be executed and effective as of the date set forth above.

[Signature Pages Follow]

GRANTOR:

TALLYN'S REACH METROPOLITAN DISTRICT NO. 1, by and through **TALLYN'S REACH METROPOLITAN DISTRICT NO. 2** and **TALLYN'S REACH METROPOLITAN DISTRICT NO. 3**, each a quasi-municipal corporation and political subdivision of the State of Colorado

TALLYN'S REACH METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Acknowledged and subscribed before me this ____ day of _____, 2022, by David Patterson as the President of Tallyn's Reach Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: _____

By: _____
Notary Public

**TALLYN'S REACH METROPOLITAN
DISTRICT NO. 3**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Acknowledged and subscribed before me this ____ day of _____, 2022, by
David Patterson as the President of Tallyn's Reach Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: _____

By: _____
Notary Public

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between YMCA of Metropolitan Denver (“YMCA”), a Colorado nonprofit corporation, and Tallyn’s Reach Tiger Sharks Swim Team (“Contractor”), hereinafter referred to as the “Parties”:

RECITALS

WHEREAS, YMCA is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “District” and collectively the “Districts”) were organized pursuant to and in accordance with the provisions of §§ 32-1-202, et seq., C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “Establishment Agreement”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, the YMCA entered into an independent agreement with the Authority, effective May 25, 2022 to provide pool management services for the Authority’s pool facility (“Pool Management Agreement”); and

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WHEREAS, The Contractor is engaged in the business of managing swim team operations, and coordination of instructional and competitive programs; and

WHEREAS, The Contractor desires to assist the YMCA with the management and operation of its swim teams at the ~~Authority~~Tallyn’s Reach’s facility related to the Pool Management Agreement; and

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I
RESPONSIBILITIES OF PARTIES

- A. Services will be for the summer swim season. Season -defined as May 24, 2020 through July 23, 2021) and shall require the following :
 - a. Practice start date is Monday, May 24, 2021.
 - b. Practice end date is Friday, July 23, 2021.

- c. Tallyn's Tiger Sharks practice schedule would be May 24-28: 5-7:30pm; June 1- July 16: 6:45-9:45am Monday – Friday and July 19 – July 23: 7:00am to 9:00am Monday – Friday.
- d. Saturday home meets 6/19, 6/26, 7/10 .
- e. Tallyn's Tiger Sharks swim meet warm ups to begin at 6:30 am (set up at 6am). The meet will start at 7:30 a.m. and contractor will be cleaned up and out of the pool no later than 12:00 p.m. Swim Team will also need set up time Friday the Friday night before a meet starting at 7pm (no lifeguard necessary – pool will remain open).
- f. Movie night at the pool on one Monday or Thursday. Clubhouse will be rented and movie held in clubhouse. No swimming will happen during the movie. Rental based on availability.
- g. The Contractor agrees to pay the YMCA for additional staff time for events at a rate of \$25/hr with a 2 staff minimum.
- h. Extra event dates/times might require changes depending on board member volunteers and parental volunteers on the Tallyn's team. The Board of Tallyn's Tiger Sharks will be required to attend all events so the dates/times would need to be staggered. All dates have to be approved by the YMCA a minimum of 2 weeks in advance.
- i. There will be no shared pool time with the community for the main pool during practices or swim meets.
- j. Any additional pool times will be to be approved by the YMCA.
- k. All Contractor equipment purchased prior to and after this agreement is executed will remain the property of the Contractor.
- l. The team requires space for storage and Tallyn's allows the team to use the lifeguard room for their gear. Tallyn's storage would not be for exclusive use so swim team supplies need to be locked in a cabinet provided by the team. The YMCA or district is not responsible for lost or stolen items.
- m. All YMCA equipment will remain property of the YMCA or the district of possession.
- n. The Contractor is responsible for the all aspects of the swim team program at Tallyn's pool including but not limited to the registration process, hiring coaches, facilitating meets, facilitating special events, concessions, etc.
- o. All coaches will have a Lifeguard certification that will be on Deck Coaching
- p. All coaches will be first aid and CPR trained If trained through the YMCA, there will be a cost of \$40/coach.
- q. All coaches wishing to give private lessons may do so through the YMCA. Coaches will need to be employed by the YMCA if they wish to participate in private lessons.

ARTICLE II
COMPENSATION

\$ \$4,600 for swim team management due to the YMCA on or before the first day of practice estimated to be May 24, 2021.

ARTICLE IV
INSURANCE AND INDEMNIFICATION

4 Insurance. The Parties shall maintain insurance as follows:

~~A.~~ ~~A.~~ Contractor. Contractor shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and employees, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the YMCA of Metropolitan Denver as well as the ~~Metropolitan Districts for each community Authority and Districts~~ shall be named as an additional named insured on all such policies. Contractor shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five (5) days prior to the opening date of the Pool, Contractor shall deliver to the YMCA certificates of insurance evidencing compliance with this Section 5.01.1.

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~~a.~~ ~~The address to be used for the Authority and the Districts when listing them as additional insured is: c/o CliftonLarsonAllen 8390 E. Crescent Parkway #300, Greenwood Village, CO 80111.~~

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B. Relationship. The parties agree that Contractor is an independent contractor for the YMCA, with full authority and control within the constraints of this Agreement to manage and operate the swim team, and that neither Contractor nor any employee or agent of Contractor is an employee of the YMCA, ~~or the metropolitan districts the Authority or the Districts~~. Contractor shall indemnify and hold harmless the YMCA ~~and the metropolitan districts Authority and the Districts~~ from any and all liability, and all liability and claims, including reasonable attorney's fees, arising out of or in any way connected with the performance of Contractor's obligations under this Agreement.

D. Emergency Closing of Pool. In the event the Pool is closed during the season without the fault, negligence or control of Contractor, this agreement shall remain in force and effect provided, however, that if the Pool is closed because of equipment breakdown and/or necessity of repairs and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, YMCA shall refund a portion of the Contractor's fees for the remaining contract.

ARTICLE V
MISCELLANEOUS PROVISIONS

A. Term of Agreement. This Agreement shall remain in force until July 31, 2021, and may be renewed or extended thereafter upon written consent of the Parties. Annual fees to be determined by the YMCA and will be subject to a current contract between the YMCA and the communities. This Agreement may be terminated by the Independent Contractor upon

delivery of thirty (30) days prior written notice to the YMCA and by the YMCA by giving the Independent Contractor thirty (30) days prior written notice.

- B. Amendments. This Agreement may be amended from time to time by mutual agreement of the Parties. No amendment, modification or alteration of the Agreement shall be binding upon Contractor or YMCA unless the same is in writing and duly executed by the Parties.
- C. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.
- D. Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- E. Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.
- F. Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.
- G. Enforcement of Agreement. The Parties agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal and equitable relief as may be available. The prevailing party in any litigation arising under this Agreement shall be entitled to reasonable attorney's fees from the other.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.
- I. Indemnification Clause. Contractor shall indemnify and hold YMCA ~~and the metropolitan districts~~ Authority and the Districts harmless from and against all costs of litigation, including, but not limited to attorney's fees, penalties or damages of any kind or nature whatsoever, incurred in connection with or resulting directly from the performance or lack thereof required under this Agreement; provided however, YMCA ~~and the metropolitan Authority districts and the Districts~~ shall not be relieved of liability incurred as a result of its negligent acts or omissions.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

Contractor: TALLYNS TIGER SHARKS SWIM TEAM PRESIDENT

By: _____

Its: _____

YMCA OF METROPOLITAN DENVER

By: _____

Its: _____



END RETAINING WALL
CL STA: 7+96.64 66.50' R
H=0.67'

PROTECT EXISTING TREES

TRACT A-
TALLYN'S REACH
SUBDIVISION 8TH FILING

453 LF - MSE RETAINING WALL
MESQUITE BLOCK W/ WALL CAP
MAX HEIGHT = 36-INCHES

666 LF - 4" PERFORATED PVC PIPE
FOR BACK OF WALL DRAIN

13940 DE
WISTER PL



September 19, 2022

Tallyn's Reach Metro District
c/o Mr. Nic Carlson
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

RE: Proposal for Engineering Services
Tallyn's Reach Storm Pond Assessment
Aurora, CO

Dear Nic:

Thank you for the opportunity to submit a Proposal for civil engineering services for the Storm Pond Assessment to the Tallyn's Reach Metropolitan District (District) maintained storm sewer detention and/or water quality ponds within Tallyn's Reach Metro District Service Area in Aurora, Colorado. IMEG proposes the following scope based on input from the client for approximately 20 storm sewer ponds.

1. Review previous documents to verify ownership and maintenance responsibilities by District versus other entities.
2. Evaluate the field conditions of all existing district-maintained ponds in the District; and
3. Document observations in a report format recording, among other information deemed relevant by the Contractor, the severity and location of all issues; and
4. Develop a centralized reporting document that can be searched or easily evaluated by District consultants for storm pond conditions that require action, recommendations for timing of such action, and financial estimates for necessary seasonal improvements or repairs.

ASSUMPTIONS

1. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
2. Identification, testing, and/or removal of hazardous materials will be by others.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$23,800 with each task fee broken out as follows:

Review Previous Documents	\$ 1,500
Field Evaluation	\$13,600
Documentation of Observations	\$ 5,700
Centralized Reporting Document	\$ 3,000
TOTAL	\$23,800

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.
2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees or other imposed governmental agency fees.
5. State filing and/or permit fees.
6. Necessary consultants as approved by Client.
7. Postage and delivery charges.
8. Per diem for meals and incidentals of \$50 per day per employee.
9. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, and other out of pocket expenses.
10. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Structural, mechanical, electrical, or technology design of any kind.



3. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
4. Assistance with grants and other related funding applications.
5. Bidding phase services.
6. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
7. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Taylor C. Goertz, PE
Client Executive
taylor.c.goertz@imegcorp.com

TCG/

TALLYN'S REACH METROPOLITAN DISTRICT

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission



of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;



- 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





2022 STANDARD HOURLY RATES
(rates adjusted annually)

Client Executive / Market Director	\$230
Project Executive	\$190
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Senior Civil Engineering Specialist	\$185
Senior Civil Engineer III	\$170
Senior Civil Engineer II	\$150
Senior Civil Engineer	\$140
Civil Project Engineer II	\$135
Civil Project Engineer	\$120
Civil Engineer	\$115
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Senior Civil Technical Specialist	\$150
Senior Civil Designer III	\$135
Senior Civil Designer II	\$130
Senior Civil Designer	\$120
Civil Project Designer II	\$110
Civil Project Designer	\$105
Civil Designer IV	\$100
Civil Designer III	\$95
Civil Designer II	\$90
Civil Designer	\$85
Design Technician II	\$75
Design Technician	\$65
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Land Surveyor III	\$150
Land Surveyor II	\$125
Land Surveyor I	\$110
Senior Survey Technician	\$100
Survey Technician III	\$90
Survey Technician II	\$75
Survey Technician I	\$65
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Construction Manager	\$130
Senior Construction Administrator	\$125
Construction Administrator	\$120
Senior Field Technician	\$115
Field Technician IV	\$95
Field Technician III	\$90
Field Technician II	\$80
Field Technician I	\$75
Administrative Assistant	\$75

