

**JOINT SPECIAL MEETING
HARVEST CROSSING METROPOLITAN DISTRICT NOS. 3 AND 4**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Tel: 303-987-0835
Fax: 303-987-2032

NOTICE OF JOINT SPECIAL MEETING AND AGENDA

<u>Board of Directors District Nos. 3 and 4:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Daniel Frank	President	2025/May 2025
Marc L. Cooper	Treasurer	2025/May 2025
Richard Frank	Assistant Secretary	2025/May 2025
VACANT		2023/May 2023
VACANT		2023/May 2023

DATE: February 2, 2023
TIME: 6:30 p.m.
PLACE: Zoom Meeting

<https://us02web.zoom.us/j/81324290119?pwd=bUkzeTg3dIRSTWJFVUpLbTR5R0xWdz09>

Phone: 1 (719) 359-4580

Meeting ID: 813 2429 0119

Passcode: 700784

One tap mobile: +17193594580,,81324290119#

I. PUBLIC COMMENT

- A. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.
-

II. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest and confirm quorum.
-
- B. Approve agenda; confirm location of meeting and posting of meeting notice.
-

III. FINANCIAL MATTERS

- A. **[District Nos. 3 and 4]** Discuss and consider approval of Cost Verification Report No. 4, revised January 2023, prepared by Independent District Engineering Services, LLC in the amount of \$292,075.72 for District No. 3 and \$140,179.26 for District No. 4 (enclosure).
-

- B. **[District No. 4]** Discuss and consider approval of Cost Verification Report No. 5 prepared by Independent District Engineering Services, LLC in the amount of \$191,713.36 (enclosure).
-

- C. **[District No. 3]** Discuss and consider approval of Requisition from the Project Fund for payment of Certified Costs.
-

- D. **[District No. 4]** Discuss and consider approval of Requisition from the Project Fund for payment of Certified Costs.
-

IV. LEGAL MATTERS

- A. **[District No. 3]** Acknowledge engagement of Arbitrage Compliance Specialists, Inc. for Arbitrage Compliance Services (enclosure).
-

- B. **[District No. 4]** Acknowledge engagement of Arbitrage Compliance Specialists, Inc. for Arbitrage Compliance Services (enclosure).
-

- C. Discuss potential cost sharing agreement for completion of Harvest Road.
-

V. OPERATION AND MAINTENANCE

- A. Review and ratify approval of Task Order No. 2 from Independent District Engineering Services, LLC for Cost Certification Services (enclosure).
-

- B. Ratify approval of proposal from A.G. Wassenaar, Inc. for a pavement study (enclosures).
-

VI. OTHER BUSINESS

- A. _____
-

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING WILL BE HELD ON MONDAY, JUNE 12, 2023.**

Harvest Crossing Metropolitan District Nos. 3 & 4 Cost Certification Report



Report #4
November 2022
(Revised January 2023)

INDEPENDENT
DES
District Engineering
SERVICES

1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Harvest Crossing Metropolitan District Nos. 3 & 4 Cost Certification

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November 18, 2022
(Revised January 2023)

Harvest Crossing Metropolitan District Nos. 3 & 4
Attn: Paula Williams
McGeady Becher, P.C.
450 E 17th Avenue, Suite 400
Denver, CO 80203-1254

HARVEST CROSSING METROPOLITAN DISTRICT Nos. 3 & 4 COST CERTIFICATION REPORT #4

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Harvest Crossing Metropolitan District Nos. 3 & 4 (District) to provide review of expenditures paid by Jewell Developers, Inc (Developer). This is to summarize and report the expenditures for the Harvest Crossing development located in the City of Aurora, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$432,254.98**. Of this total, **\$292,075.72** is dedicated to Harvest Crossing Metropolitan District No. 3, and **\$140,179.26** is dedicated to Harvest Crossing Metropolitan District No. 4.

This report generally covers soft costs for surveying, design, civil engineering, and planning.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for District eligible expenses:

- Service Plan for Villages at Murphy Creek Metropolitan District No. 1, by McGeady Sisneros, P.C.; dated May 25th, 2006.
- Operation and Capital Funding Repayment Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1 and Villages at Murphy Creek, LLC and Harvest & Jewell, LLC; dated November 17, 2008.
- Facilities Funding and Acquisition Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1 and Harvest & Jewell, LLC; dated November 17, 2008.
- Facilities Acquisition Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1, Jewell Developers, and Harvest & Jewell, LLC., dated November 8th, 2021.
- Harvest Crossing Subdivision Filing No. 1 Final Plat, by AzTec Consultants, Inc., dated June 3rd, 2021.
- Harvest Crossing Filing No. 1 Construction Document, by Innovative Land Consultants, Inc., dated July 27th, 2022.
- Harvest Crossing Filing No. 1 Site Plan, by Plan West, dated August 24th, 2022.
- Harvest Crossing Subdivision PA 5-9 Final Plat, by AzTec Consultants Inc., dated March 17th, 2022.
- Harvest Crossing PA 5-9 Construction Documents Draft, by Kimley-Horn and Associates, Inc., dated October 2022.
- Harvest Crossing PA. 5, 6 & 7 Site Plan, by Plan West, dated September 29th, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment B.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.
- The plat was reviewed, and it appears that the design additions included in this report were based on public property or easements.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Facilities Acquisition Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment B for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between April of 2021 and September of 2022. The improvements reviewed are generally represented in Attachment B.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment A.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment B. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Harvest Crossing Metropolitan District No. 3 Cost Certification Category		
Category	Amount	Percent
Water	\$21,588.34	7.39%
Sanitary Sewer	\$31,602.27	10.82%
Storm Sewer	\$36,266.87	12.42%
Street	\$105,033.77	35.96%
Park & Rec	\$97,584.47	33.41%
Total	\$292,075.72	100.00%

Harvest Crossing Metropolitan District No. 4 Cost Certification Category		
Category	Amount	Percent
Water	\$9,921.36	7.08%
Sanitary Sewer	\$14,450.62	10.31%
Storm Sewer	\$15,867.82	11.32%
Street	\$51,021.58	36.40%
Park & Rec	\$48,917.88	34.90%
Total	\$140,179.26	100.00%

FIELD INVESTIGATION RESULTS

A field investigation was conducted in January 2022. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment C.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment B and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$432,254.98**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Stan Fowler, P.E.

Attachments

Attachment A

Vendor Participation

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Attachment A

Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

A.G. Wassenaar, Inc. Consultant for the development who provided a geotechnical site development study on PA 5-7. These expenditures were considered eligible for public financing at site percentage.

AzTec Consultants, Inc. Surveying consultant who provided an ALTA survey and subdivision plat for Filing 1 and PA 5-9 of the Project. These expenditures were considered eligible for public financing at the respective site percentages.

City of Aurora Fees were paid to the City for review. Costs associated with assigning addresses were not considered eligible for public financing. Parks/Open space referrals, art referrals, traffic referrals, drainage study, and traffic impact fee were considered eligible for public financing. All other costs were considered eligible for public financing at site percent.

CTL Thompson Engineering consultant for the development who provided a phase 1 environmental site assessment for PA 5-9 due diligence. These costs were not considered eligible for public financing.

Engineering Dynamics, Inc. Acoustical engineering consultant who conducted an aircraft noise impact assessment for PA 5-9 due diligence. These costs were not considered eligible for public financing.

Felsburg Holt & Ullevig Transportation engineering firm who conducted a traffic study for PA 5-9 of the Project. This amount is considered fully eligible for public financing.

Innovative Land Consultants, Inc. Civil engineering consultant for the development who provided construction documents such as the Site Plan, Final Grading Plan, and Final Drainage Plan for Filing 1 and PA 5-7 of the Project. These expenditures were considered eligible for public financing at design percent.

Kimley-Horn and Associates, Inc. Civil engineering consultant for the development who provided construction documents such as the Site Plan, Final Grading Plan, and Final Drainage Plan for PA 5-9 of the Project. These expenditures were considered eligible for public financing at design percent.

Plan West, Inc. Landscaping consultant who provided conceptual plans and entitlement work for PA 5-9 of the Project. Administrative costs were considered eligible at site percent. Landscaping design costs were considered eligible for public financing.

Raspanti Consulting Services, LLC Provided dry utility consulting services. Services related to dry utilities were not considered eligible for public financing.

Attachment B

Expenditure Data

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Attachment B

Harvest Crossing Metropolitan District Nos. 3 & 4

Engineer's Summary for Cost Certification 4

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Area	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
A.G. Wassenaar, Inc.										
333074	5/28/21	Yes	ACH#: 20532	7/12/2021	PA 5	Geotechnical Services	\$54,500.00	\$25,038.90	\$29,461.10	PA 5-7 Site Percentage applied
Subtotal A.G. Wassenaar, Inc.							\$54,500.00	\$25,038.90	\$29,461.10	
AzTec Consultants, Inc										
106536	4/30/21	Yes	1133488	6/11/2021	PA 5	Surveying Services	\$5,350.00	\$2,845.22	\$2,504.78	PA 5-9 Site Percentage applied
109922	6/23/21	Yes	1134825	7/16/21	Filing 1	Final Platting	\$7,172.00	\$2,924.56	\$4,247.44	Filing 1 Site Percentage applied
109923	6/23/21	Yes	1134825	7/16/2021	PA 5	Surveying Services	\$2,500.00	\$1,329.54	\$1,170.46	PA 5-9 Site Percentage applied
114028	8/25/21	Yes	1137484	9/24/2021	Filing 1	Final Platting	\$3,586.00	\$1,462.28	\$2,123.72	Filing 1 Site Percentage applied
127539	4/14/22	Yes	ACH#: 44838	6/21/2022	PA 5	Subdivision Plat	\$14,580.00	\$7,753.89	\$6,826.11	PA 5-9 Site Percentage applied
129110	5/10/22	Yes	ACH: 47604	7/25/2022	PA 5	Subdivision Plat	\$4,860.00	\$2,584.63	\$2,275.37	PA 5-9 Site Percentage applied
131290	6/9/22	Yes	ACH: 51038	9/12/2022	PA 5	Subdivision Plat	\$10,620.00	\$6,069.26	\$4,550.74	PA 5-9 Site Percentage applied
132827	7/7/22	Yes	ACH: 51038	9/12/2022	PA 5	Subdivision Plat	\$9,720.00	\$5,169.26	\$4,550.74	PA 5-9 Site Percentage applied
135681	9/1/22	Yes	ACH#: 52689	10/3/2022	PA 5	Subdivision Plat	\$4,860.00	\$2,584.63	\$2,275.37	PA 5-9 Site Percentage applied
Subtotal AzTec Consultants, Inc							\$63,248.00	\$32,723.27	\$30,524.73	
City of Aurora										
681658	6/15/22	Yes	1149132	8/26/22	PA 5	Review Fees	\$55,442.75	\$34,694.30	\$20,748.45	PA 5-9 Site and Design Percentages applied
Subtotal City of Aurora							\$55,442.75	\$34,694.30	\$20,748.45	
CTL Thompson										
581093	5/31/21	Yes	N/A	N/A	PA 5	Environmental Site Assessment	\$3,600.00	\$0.00	\$3,600.00	Phase 1 ESA and Preliminary Biological Evaluation are for Due Diligence
Subtotal CTL Thompson							\$3,600.00	\$0.00	\$3,600.00	
Engineering Dynamics, Inc										
C-4329	4/14/21	Yes	N/A	N/A	PA 5	Aircraft Noise Impact Assessment	\$3,000.00	\$0.00	\$3,000.00	Not eligible, required Due Diligence
Subtotal Engineering Dynamics, Inc							\$3,000.00	\$0.00	\$3,000.00	
Felsburg Holt & Ullevig										
32338	12/20/21	Yes	ACH#: 44853	6/21/2022	PA 5	Traffic Study	\$13,626.11	\$13,626.11	\$0.00	
33735	5/16/22	Yes	ACH#: 47616	7/25/2022	PA 5	Traffic Study	\$347.50	\$347.50	\$0.00	
Subtotal Felsburg Holt & Ullevig							\$13,973.61	\$13,973.61	\$0.00	
Innovative Land Consultants, Inc.										
2021-175	7/9/21	Yes	1135887	8/13/2021	PA 5	Civil Engineering	\$10,906.60	\$9,432.65	\$1,473.95	PA 5-7 Design Percentage applied
2021-218	8/6/21	Yes	1138116	10/12/2021	PA 5	Civil Engineering	\$5,735.00	\$4,959.96	\$775.04	PA 5-7 Design Percentage applied
2021-220	8/6/21	Yes	1138116	10/12/2021	Filing 1	Civil Engineering	\$16,512.50	\$14,067.72	\$2,444.78	Filing 1 Design Site Percentage applied
2021-256	9/3/21	Yes	1138116	10/12/2021	Filing 1	Civil Engineering	\$10,387.05	\$8,849.18	\$1,537.87	Filing 1 Design Site Percentage applied
2021-353	12/6/21	Yes	ACH#: 32295	1/3/2022	PA 5	Civil Engineering	\$769.80	\$769.80	\$0.00	
2022-02	2/4/22	Yes	ACH#: 37861	3/21/2022	PA 5	Civil Engineering	\$4,372.45	\$3,827.83	\$544.63	PA 5-7 Design Percentage applied
2022-36	3/4/22	Yes	ACH#: 38595	3/28/2022	PA 5	Civil Engineering	\$9,885.60	\$8,784.69	\$1,100.91	PA 5-7 Design Percentage applied
2022-71	4/1/22	Yes	ACH#: 41248	5/2/2022	PA 5	Civil Engineering	\$9,796.90	\$8,642.27	\$1,154.63	PA 5-7 Design Percentage applied
2022-103	5/6/22	Yes	ACH#: 44856	6/21/2022	PA 5	Civil Engineering	\$18,425.00	\$15,353.21	\$3,071.79	PA 5-7 Design Percentage applied
2022-105	5/6/22	Yes	ACH#: 42747	5/23/2022	Filing 1	Civil Engineering	\$1,628.75	\$1,387.60	\$241.15	Filing 1 Design Site Percentage applied
2022-135	6/1/22	Yes	ACH#: 47621	7/25/2022	PA 5	Civil Engineering	\$583.50	\$583.50	\$0.00	
2022-137	6/1/22	Yes	ACH#: 47621	7/25/2022	Filing 1	Civil Engineering	\$73,023.50	\$60,693.97	\$12,329.53	Filing 1 Design Site Percentage applied
Subtotal Innovative Land Consultants, Inc.							\$162,026.65	\$137,352.38	\$24,674.27	
Kimley-Horn and Associates, Inc.										
196284002-0422	4/30/22	Yes	ACH#: 44858	6/21/2022	PA 5	Civil Engineering	\$37,690.00	\$33,278.54	\$4,411.46	PA 5-9 Design Percentage applied
196284002-0522	5/31/22	Yes	ACH#: 51058	9/12/2022	PA 5	Civil Engineering	\$48,532.50	\$42,851.97	\$5,680.53	PA 5-9 Design Percentage applied
196284002-0622	6/30/22	Yes	ACH#: 51058	9/12/2022	PA 5	Civil Engineering	\$42,090.00	\$37,163.54	\$4,926.46	PA 5-9 Design Percentage applied
196284002-0722	7/31/22	Yes	ACH#: 52702	10/3/2022	PA 5	Civil Engineering	\$29,680.00	\$26,206.08	\$3,473.92	PA 5-9 Design Percentage applied
Subtotal Kimley-Horn and Associates, Inc.							\$157,992.50	\$139,500.14	\$18,492.36	
Plan West, Inc.										
3709	10/31/21	Yes	1140053	12/10/2021	PA 5	Entitlement	\$500.00	\$265.91	\$234.09	PA 5-9 Site Percentage applied
3710	10/31/21	Yes	1140053	12/10/2021	PA 5	Planning	\$3,500.00	\$0.00	\$3,500.00	Lot design not eligible
3711	10/31/21	Yes	1140053	12/10/2021	PA 5	Landscape Design	\$2,000.00	\$2,000.00	\$0.00	
3738	11/30/21	Yes	1140720	12/30/2021	PA 5	Entitlement	\$250.00	\$132.95	\$117.05	PA 5-9 Site Percentage applied
3739	11/30/21	Yes	1140720	12/30/2021	PA 5	Landscape Design	\$3,700.00	\$3,700.00	\$0.00	
3806	1/31/22	Yes	1143940	3/18/2022	PA 5	Entitlement	\$1,400.00	\$744.54	\$655.46	PA 5-9 Site Percentage applied
3807	1/31/22	Yes	1143940	3/18/2022	PA 5	Landscape Design	\$8,800.00	\$8,800.00	\$0.00	
3861	2/28/22	Yes	1146529	5/27/2022	PA 5	Entitlement	\$1,000.00	\$531.82	\$468.18	PA 5-9 Site Percentage applied
3862	2/28/22	Yes	1144408	3/25/2022	PA 5	Landscape Design	\$2,800.00	\$2,800.00	\$0.00	
3880	3/31/22	Yes	1147145	6/17/2022	PA 5	Entitlement	\$2,163.30	\$1,150.48	\$1,012.82	PA 5-9 Site Percentage applied
3881	3/31/22	Yes	1147145	6/17/2022	PA 5	Landscape Design	\$7,000.00	\$7,000.00	\$0.00	

Attachment B

Harvest Crossing Metropolitan District Nos. 3 & 4

Engineer's Summary for Cost Certification 4

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Area	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
3918	4/30/22	Yes	1147145	6/17/2022	PA 5	Entitlement	\$1,600.00	\$850.91	\$749.09	PA 5-9 Site Percentage applied
3919	4/30/22	Yes	1147145	6/17/2022	PA 5	Landscape Design	\$6,108.05	\$6,108.05	\$0.00	
3946	5/31/22	Yes	1148205	7/22/2022	PA 5	Entitlement	\$1,000.00	\$531.82	\$468.18	PA 5-9 Site Percentage applied
3947	5/31/22	Yes	1148205	7/22/2022	PA 5	Landscape Design	\$3,650.00	\$3,650.00	\$0.00	
3984	6/30/22	Yes	1149450	9/9/2022	PA 5	Entitlement	\$1,850.00	\$983.86	\$866.14	PA 5-9 Site Percentage applied
3985	6/30/22	Yes	1149450	9/9/2022	PA 5	Landscape Design	\$3,950.00	\$3,950.00	\$0.00	
4018	7/31/22	Yes	1149931	9/30/2022	PA 5	Entitlement	\$750.00	\$398.86	\$351.14	PA 5-9 Site Percentage applied
4019	7/31/22	Yes	1149931	9/30/2022	PA 5	Landscape Design	\$4,150.00	\$4,150.00	\$0.00	
4059	8/31/22	Yes	1149931	9/30/2022	PA 5	Entitlement	\$2,300.00	\$1,223.18	\$1,076.82	PA 5-9 Site Percentage applied
Subtotal Plan West, Inc.							\$58,471.35	\$48,972.38	\$9,498.97	
Raspanti Consulting Services LLC										
2295	4/18/22	Yes	N/A	N/A	PA 5	Dry Utility Consultant	\$763.75	\$0.00	\$763.75	Dry utilities are not eligible
Subtotal Raspanti Consulting Services LLC							\$763.75	\$0.00	\$763.75	
Total							\$573,018.61	\$432,254.98	\$140,763.63	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District
 "Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion
 These amounts do not include interest
 Work that is both District and Non Eligible in nature was prorated at the Site % found below.
 Eligible design consultant expenses were considered eligible at the Design % also found below.

Site Percentages

- Filing 1**
 - District Site % 41% eligible
 - Of this amount, 89% is for streets,
 - and 11% is for parks and recreation
 - Assumed Design % 85% eligible
 - of that amount, 10% is water,
 - 15% is sanitary,
 - 15% is storm,
 - 35% is streets,
 - and 25% is overall grading / parks and recs.

- PA 5-9**
 - District Site % 53% eligible
 - Of this amount, 54% is for streets,
 - and 46% is for parks and recreation
 - Assumed Design % 88% eligible
 - of that amount, 10% is water,
 - 15% is sanitary,
 - 15% is storm,
 - 35% is streets,
 - and 25% is overall grading / parks and recs.

- PA 5-7**
 - District Site % 46% eligible
 - Of this amount, 72% is for streets,
 - and 28% is for parks and recreation
 - Assumed Design % 86% eligible
 - of that amount, 10% is water,
 - 15% is sanitary,
 - 15% is storm,
 - 35% is streets,
 - and 25% is overall grading / parks and recs.
 - District No. 3 is 59% of the PA 5-7 invoices
 - And District No. 4 is 41% of the PA 5-7 invoices

Attachment C Project Photos

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Harvest Crossing Metropolitan District Site Photos



Harvest Crossing Maintenance Path



Harvest Crossing Boundary



Harvest Crossing Boundary



Harvest Crossing from Jewell Ave.

Harvest Crossing Metropolitan District No. 4 Cost Certification Report



Report #5
January 2023

INDEPENDENT
DES
District Engineering
SERVICES

1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Harvest Crossing Metropolitan District No. 4 Cost Certification

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January 9, 2023

Harvest Crossing Metropolitan District No. 4
Attn: Paula Williams
McGeady Becher, P.C.
450 E 17th Avenue, Suite 400
Denver, CO 80203-1254

HARVEST CROSSING METROPOLITAN DISTRICT NO. 4 COST CERTIFICATION REPORT #5

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Harvest Crossing Metropolitan District No. 4 (District) to provide review of expenditures paid by Jewell Developers, Inc (Developer). This is to summarize and report the expenditures for the Harvest Crossing development located in the City of Aurora, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

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The following governing documents were used in determining recommendations for District eligible expenses:

- Service Plan for Villages at Murphy Creek Metropolitan District No. 1, by McGeady Sisneros, P.C.; dated May 25th, 2006.
- Operation and Capital Funding Repayment Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1 and Villages at Murphy Creek, LLC and Harvest & Jewell, LLC; dated November 17, 2008.
- Facilities Funding and Acquisition Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1 and Harvest & Jewell, LLC; dated November 17, 2008.
- Facilities Acquisition Agreement, by and between Villages at Murphy Creek Metropolitan District No. 1, Jewell Developers, and Harvest & Jewell, LLC., dated November 8th, 2021.
- Harvest Crossing Subdivision Filing No. 1 Final Plat, by AzTec Consultants, Inc., dated June 3rd, 2021.
- Harvest Crossing Filing No. 1 Construction Document, by Innovative Land Consultants, Inc., dated July 27th, 2022.
- Harvest Crossing Filing No. 1 Site Plan, by Plan West, dated August 24th, 2022.
- Harvest Crossing Subdivision PA 5-9 Final Plat, by AzTec Consultants Inc., dated March 17th, 2022.
- Harvest Crossing PA 5-9 Construction Documents Draft, by Kimley-Horn and Associates, Inc., dated October 2022.
- Harvest Crossing PA. 5, 6 & 7 Site Plan, by Plan West, dated September 29th, 2022.
- Harvest Crossing PA 1-2 Final Plat, by Aztec Consultants, Inc., dated April 4th, 2022.
- Harvest Crossing Subdivision PA 2 Site Plan, by Plan West, Inc., dated May 20th, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment B.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.
- The plat was reviewed, and it appears that the design additions included in this report were based on public property or easements.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Facilities Acquisition Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment B for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between July of 2021 and June of 2022. The improvements reviewed are generally represented in Attachment B.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment A.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment B. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Harvest Crossing Metropolitan District No. 4 Cost Certification Category		
Category	Amount	Percent
Water	\$15,126.61	7.89%
Sanitary Sewer	\$22,689.91	11.84%
Storm Sewer	\$22,689.91	11.84%
Street	\$99,742.84	52.03%
Park & Rec	\$31,464.09	16.41%
Total	\$191,713.36	100.00%

FIELD INVESTIGATION RESULTS

A field investigation was conducted in January 2022. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment C.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment B and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$191,713.36**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Stan Fowler, P.E.

Attachments

Attachment A

Vendor Participation

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Attachment A

Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

A.G. Wassenaar, Inc. Consultant for the development who provided a geotechnical site development study on PA 2. These expenditures were considered eligible for public financing at site percentage.

AzTec Consultants, Inc. Surveying consultant who provided a final plat for Filing 1 and subdivision plat for PA 2 of the Project. These expenditures were considered eligible for public financing at site percentage.

CTL Thompson Engineering consultant for the development who provided a phase 1 environmental site assessment for PA 2 due diligence. These costs were not considered eligible for public financing.

Felsburg Holt & Ullevig Transportation engineering firm who conducted a traffic study for PA 2 of the Project. This amount is considered fully eligible for public financing.

Innovative Land Consultants, Inc. Civil engineering consultant for the development who started the site design process for PA 2 of the Project. These expenditures were considered eligible for public financing at site percent.

Kimley-Horn and Associates, Inc. Civil engineering consultant for the development who provided construction documents such as the Site Plan, Final Grading Plan, and Final Drainage Plan for PA 2 of the Project. These expenditures were considered eligible for public financing at site percent.

Plan West, Inc. Landscaping consultant who provided conceptual plans and entitlement work for PA 2 of the Project. Planning and entitlement costs were considered eligible at site percent. Landscaping design costs were considered eligible for public financing.

Attachment B

Expenditure Data

DRAFT

Attachment B

Harvest Crossing Metropolitan District No. 4

Engineer's Summary for Cost Certification 5

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Area	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
A.G. Wassenaar, Inc.										
337384	8/19/21	Yes	ACH: 25398	9/23/21	PA 2	Geotechnical Survey	\$22,500.00	\$11,978.89	\$10,521.11	PA 2 Site Percentage Applied
Subtotal A.G. Wassenaar, Inc.							\$22,500.00	\$11,978.89	\$10,521.11	
AzTec Consultants, Inc										
112229	7/29/21	Yes	1135852	8/13/21	PA 2	Surveying Services	\$5,700.00	\$3,034.65	\$2,665.35	PA 2 Site Percentage Applied
129111	5/10/22	Yes	ACH: 47042	7/15/22	PA 2	Subdivision Platting	\$9,360.00	\$4,983.22	\$4,376.78	PA 2 Site Percentage Applied
131293	6/9/22	Yes	ACH: 51038	9/9/22	PA 2	Subdivision Platting	\$6,240.00	\$3,322.15	\$2,917.85	PA 2 Site Percentage Applied
Subtotal AzTec Consultants, Inc							\$21,300.00	\$11,340.02	\$9,959.98	
CTL Thompson										
597821	9/30/21	Yes	ACH: 26968	10/15/21	PA 2	Environmental Site Assessment	\$2,700.00	\$0.00	\$2,700.00	Phase 1 ESA and Preliminary Biological Evaluation are for Due Diligence
Subtotal CTL Thompson							\$2,700.00	\$0.00	\$2,700.00	
Felsburg Holt & Ullevig										
32339	12/20/21	Yes	ACH: 32289	12/30/21	PA 2	Traffic Study	\$1,995.00	\$1,995.00	\$0.00	
32416	1/11/22	Yes	ACH: 37856	3/18/22	PA 2	Traffic Study	\$7,300.97	\$7,300.97	\$0.00	
33303	4/14/22	Yes	ACH: 47053	7/15/22	PA 2	Traffic Study	\$577.50	\$577.50	\$0.00	
33736	5/16/22	Yes	ACH: 47053	7/15/22	PA 2	Traffic Study	\$420.00	\$420.00	\$0.00	
34017	6/17/22	Yes	ACH: 51051	9/9/22	PA 2	Traffic Study	\$822.50	\$822.50	\$0.00	
Subtotal Felsburg Holt & Ullevig							\$11,115.97	\$11,115.97	\$0.00	
Innovative Land Consultants, Inc.										
2021-252	9/3/21	Yes	1138116	10/12/2021	PA 2	Civil Engineering	\$14,461.55	\$12,770.98	\$1,690.57	PA 2 Design Percentage applied
2021-316	11/5/21	Yes	ACH: 30973	12/13/2021	PA 2	Civil Engineering	\$160.15	\$85.26	\$74.89	PA 2 Site Percentage applied
2021-354	12/6/21	Yes	ACH: 32295	12/30/2021	PA 2	Civil Engineering	\$546.90	\$291.17	\$255.73	PA 2 Site Percentage applied
2022-03	2/4/22	Yes	ACH: 37861	3/18/2022	PA 2	Civil Engineering	\$179.25	\$95.43	\$83.82	PA 2 Site Percentage applied
2022-37	3/4/22	Yes	ACH: 38595	3/25/2022	PA 2	Civil Engineering	\$337.00	\$179.42	\$157.58	PA 2 Site Percentage applied
2022-72	4/1/22	Yes	ACH: 41248	4/28/2022	PA 2	Civil Engineering	\$315.50	\$167.97	\$147.53	PA 2 Site Percentage applied
Subtotal Innovative Land Consultants, Inc.							\$16,000.35	\$13,590.23	\$2,410.12	
Kimley-Horn and Associates, Inc.										
196284001-0322	3/31/22	Yes	ACH: 43538	5/27/2022	PA 2	Civil Engineering	\$76,912.50	\$67,715.30	\$9,197.20	PA 2 Site Percentage applied
196284001-0422	4/30/22	Yes	ACH: 47058	7/15/2022	PA 2	Civil Engineering	\$33,390.00	\$28,487.16	\$4,902.84	PA 2 Site Percentage applied
196284001-0522	5/31/22	Yes	ACH: 51058	9/9/2022	PA 2	Civil Engineering	\$10,787.50	\$9,138.02	\$1,649.48	PA 2 Site Percentage applied
Subtotal Kimley-Horn and Associates, Inc.							\$121,090.00	\$105,340.48	\$15,749.52	
Plan West, Inc.										
3712	10/31/21	Yes	1140053	12/10/2021	PA 2	Planning / Entitlement / Landscape	\$5,000.00	\$2,661.98	\$2,338.02	PA 2 Site Percentage applied
3713	10/31/21	Yes	1140053	12/10/2021	PA 2	Planning / Entitlement / Landscape	\$700.00	\$372.68	\$327.32	PA 2 Site Percentage applied
3740	11/30/21	Yes	1140720	12/30/2021	PA 2	Planning / Entitlement / Landscape	\$300.00	\$159.72	\$140.28	PA 2 Site Percentage applied
3741	11/30/21	Yes	1140720	12/30/2021	PA 2	Planning / Entitlement / Landscape	\$900.00	\$479.16	\$420.84	PA 2 Site Percentage applied
3742	11/30/21	Yes	1140720	12/30/2021	PA 2	Planning / Entitlement / Landscape	\$1,350.00	\$1,350.00	\$0.00	
3770	12/31/21	Yes	1142479	2/11/2022	PA 2	Planning / Entitlement / Landscape	\$800.00	\$425.92	\$374.08	PA 2 Site Percentage applied
3808	1/31/22	Yes	1143940	3/18/2022	PA 2	Planning / Entitlement / Landscape	\$337.50	\$179.68	\$157.82	PA 2 Site Percentage applied
3809	1/31/22	Yes	1143940	3/18/2022	PA 2	Planning / Entitlement / Landscape	\$3,900.00	\$3,900.00	\$0.00	
3863	2/28/22	Yes	1144408	3/25/2022	PA 2	Planning / Entitlement / Landscape	\$602.50	\$320.77	\$281.73	PA 2 Site Percentage applied
3864	2/28/22	Yes	1144408	3/25/2022	PA 2	Planning / Entitlement / Landscape	\$3,000.00	\$3,000.00	\$0.00	
3882	3/31/22	Yes	1146529	5/27/2022	PA 2	Planning / Entitlement / Landscape	\$1,913.75	\$1,018.87	\$894.88	PA 2 Site Percentage applied
3883	3/31/22	Yes	1146529	5/27/2022	PA 2	Planning / Entitlement / Landscape	\$2,500.00	\$2,500.00	\$0.00	
3920	4/30/22	Yes	1146529	5/27/2022	PA 2	Planning / Entitlement / Landscape	\$1,200.00	\$638.87	\$561.13	PA 2 Site Percentage applied
3921	4/30/22	Yes	1146529	5/27/2022	PA 2	Planning / Entitlement / Landscape	\$1,000.00	\$532.40	\$467.60	PA 2 Site Percentage applied
3922	4/30/22	Yes	1146529	5/27/2022	PA 2	Planning / Entitlement / Landscape	\$4,500.00	\$4,500.00	\$0.00	
3948	5/31/22	Yes	1147956	7/15/2022	PA 2	Planning / Entitlement / Landscape	\$941.25	\$501.12	\$440.13	PA 2 Site Percentage applied
3949	5/31/22	Yes	1147956	7/15/2022	PA 2	Planning / Entitlement / Landscape	\$6,500.00	\$3,460.57	\$3,039.43	PA 2 Site Percentage applied
3950	5/31/22	Yes	1147956	7/15/2022	PA 2	Planning / Entitlement / Landscape	\$12,000.00	\$12,000.00	\$0.00	
3986	6/30/22	Yes	114950	9/9/2022	PA 2	Planning / Entitlement / Landscape	\$650.00	\$346.06	\$303.94	PA 2 Site Percentage applied
Subtotal Plan West, Inc.							\$48,095.00	\$38,347.78	\$9,747.22	
Total							\$242,801.32	\$191,713.36	\$51,087.96	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District

"Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion

These amounts do not include interest

Attachment B

Harvest Crossing Metropolitan District No. 4

Engineer's Summary for Cost Certification 5

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Area	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
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Work that is both District and Non Eligible in nature was prorated at the Site % found below.
 Eligible design consultant expenses were considered eligible at the Design % also found below.

Site Percentages

Filing 1

District Site % 41% eligible
 Of this amount, 89% is for streets,
 and 11% is for parks and recreation
 Assumed Design % 85% eligible
 of that amount, 10% is water,
 15% is sanitary,
 15% is storm,
 35% is streets,
 and 25% is overall grading / parks and recs.

PA 5-9

District Site % 53% eligible
 Of this amount, 54% is for streets,
 and 46% is for parks and recreation
 Assumed Design % 88% eligible
 of that amount, 10% is water,
 15% is sanitary,
 15% is storm,
 35% is streets,
 and 25% is overall grading / parks and recs.

PA 5-7

District Site % 46% eligible
 Of this amount, 72% is for streets,
 and 28% is for parks and recreation
 Assumed Design % 86% eligible
 of that amount, 10% is water,
 15% is sanitary,
 15% is storm,
 35% is streets,
 and 25% is overall grading / parks and recs.
 District No. 3 is 59% of the PA 5-7 invoices
 And District No. 4 is 41% of the PA 5-7 invoices

PA 2

District Site % 53% eligible
 Of this amount, 100% is for streets,
 and 0% is for parks and recreation
 Assumed Design % 88% eligible
 of that amount, 10% is water,
 15% is sanitary,
 15% is storm,
 35% is streets,
 and 25% is overall grading / parks and recs.

PA 1-2

District Site % 42% eligible
 Of this amount, 100% is for streets,
 and 0% is for parks and recreation
 Assumed Design % 86% eligible
 of that amount, 10% is water,
 15% is sanitary,
 15% is storm,
 35% is streets,
 and 25% is overall grading / parks and recs.

Attachment C Project Photos

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Harvest Crossing Metropolitan District Site Photos



Harvest Crossing Maintenance Path



Harvest Crossing Boundary

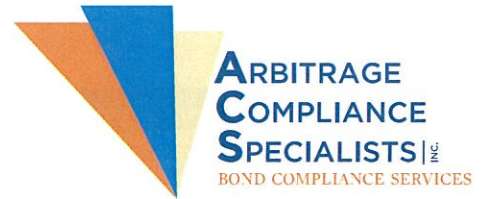


Harvest Crossing Boundary



Harvest Crossing from Jewell Ave.

December 06, 2022



Mr. James Steven Beck, MBA, CPA, CGM, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
on behalf of:
Harvest Crossing Metropolitan District No.3 ("Issuer")

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #1.00

\$12,358,000.00 LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2021A

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule, listed on page 2, to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the complexity of the issuance and the number of years included in the computation period. Each calculation includes a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to assist the Issuer comply with the IRS arbitrage compliance requirements. If we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7520.

Sincerely,
Arbitrage Compliance Specialists, Inc.

Nicole McKenna
Nicole McKenna, Account Manager

Please acknowledge acceptance of this engagement by signing, scanning and e-mailing this letter in its entirety to Arbitrage Compliance Specialists, Inc at Nicole@rebatebyacs.com.

[Signature]
Accepted by - Signature

Daniel Frank 12/9/22
Print Name, Title Date

Bond Compliance Program Services:	Fees
Interim Arbitrage Rebate Calculation (“Calculation Period”): 12/09/2021 to 12/09/2022	\$650.00
TOTAL	\$650.00

Arbitrage Rebate Calculation Services	
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Support Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. Issuer agrees to provide all necessary information within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
 - a. Issuer agrees to provide all necessary Bond documents requested by ACS including, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
 - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Interest Sinking, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
 - i. Running balance or at the least a monthly balance.
 - ii. Expenditures by date
 - iii. Earnings by date.
 - iv. Fair Market Value, if available, at the last day of the computation period.
 - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
 - vi. Fixed Investment records are to include:

1. Settlement Date
2. Purchase Amount
3. Accrued interest paid on settlement date
4. Coupon Rate
5. Maturity Date
6. Maturity Amount

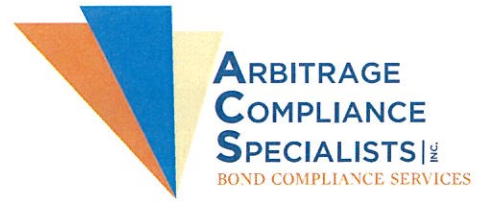
Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections I(a), and Sections I(b).

December 06, 2022



Mr. James Steven Beck, MBA, CPA, CGM, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
on behalf of:
Harvest Crossing Metropolitan District No.4 ("Issuer")

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #1.00

\$12,913,000.00 LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2022A

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule, listed on page 2, to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the complexity of the issuance and the number of years included in the computation period. Each calculation includes a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to assist the Issuer comply with the IRS arbitrage compliance requirements. If we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7520.

Sincerely,
Arbitrage Compliance Specialists, Inc.

Nicole McKenna
Nicole Pahnke, Account Manager

Please acknowledge acceptance of this engagement by signing, scanning and e-mailing this letter in its entirety to Arbitrage Compliance Specialists, Inc at Nicole@rebatebyacs.com.

[Signature]
Accepted by – Signature

David Frank 12/9/22
Print Name, Title Date

Bond Compliance Program Services:		Fees
Interim Arbitrage Rebate Calculation ("Calculation Period"): 06/03/2022 to 06/03/2023		\$650.00
TOTAL		\$650.00

Arbitrage Rebate Calculation Services	
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Support Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. Issuer agrees to provide all necessary information within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
 - a. Issuer agrees to provide all necessary Bond documents requested by ACS including, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
 - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Interest Sinking, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
 - i. Running balance or at the least a monthly balance.
 - ii. Expenditures by date
 - iii. Earnings by date.
 - iv. Fair Market Value, if available, at the last day of the computation period.
 - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
 - vi. Fixed Investment records are to include:

1. Settlement Date
2. Purchase Amount
3. Accrued interest paid on settlement date
4. Coupon Rate
5. Maturity Date
6. Maturity Amount

Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).



HARVEST CROSSING METROPOLITAN DISTRICT NO. 3 PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Services Agreement for Cost Certification – IDES
AGREEMENT NO. 1 AGREEMENT DATE 10/28/21 TASK ORDER NO. 2
CONSULTANT Independent District Engineering Services, LLC
TASK ORDER NAME Cost Certification Services
TASK ORDER DATE 1/13/2023
BASIS OF COMPENSATION Time and Materials – Charge Rate Schedule
SCHEDULE As Required through 2023

AGREEMENT PRICE

Previously Approved Change Orders/Amendments/Task Orders	\$ <u>20,000.00</u>
Current Task Order Price	\$ <u>20,000.00</u>
Total Agreement Price	\$ <u>40,000.00</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the Metro District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVAL

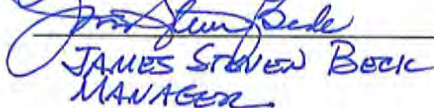
Recommended by



Date

1/13/2023

Approved by


JAMES STEVEN BECK
MANAGER

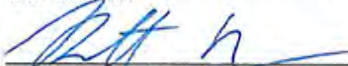
Date

1/13/2023

The undersigned agrees to the above terms and conditions:

Independent District Engineering Services, LLC

Consultant



Authorized Agent

1/13/23
Date

Director

Title

INDEPENDENT



District Engineering
SERVICES

METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM

January 13, 2023

Harvest Crossing Metropolitan District No. 3
Attn: David Solin
141 Union Boulevard, Suite 150
Lakewood, CO 80228

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3 COST CERTIFICATION SERVICES TASK ORDER #2

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide District Oversight Services for the Harvest Crossing Metropolitan District No. 3 (District) in the county of Arapahoe County, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. The District will plan to provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for cost certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

Aerial Photography – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the

services. Based on our experience, a Not to Exceed amount of \$20,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Senior Contract Administrator	\$ 145.00 per hour
Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Project Manager	\$ 180.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC

Barrett Marrocco
Director

Attachment

IDES ADDITIONAL SERVICES

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreement and contract files, plan files, schedules, and other program administration activities as need to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

Invoice Creation Assistance –This task includes helping the construction manager set up pay applications so that costs can easily be tracked between District eligible and Developer costs. IDES will review the current invoice format of the consultants and contractors and make recommendations for future invoices to track District eligible and Developer costs.

Pay Application Review – IDES can meet with the construction manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) site inspection and Infrastructure Acquisition Report will be submitted to the District.

Consultant Selection – IDES can develop scope of services, conduct request for proposal processes and provide recommendations to the District to select consultants to provide services to complete the project. IDES can prepare agreements and task orders for review and approval by the District.

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stakeholders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Draw Reports – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

January 18, 2023

Harvest Crossing Metro District #3
% Paula Williams
McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203-1254

Attention: Mr. Daniel Frank

Subject: **Proposed Pavement Study**
Harvest Road
Harvest Crossing Subdivision, Filing 1
Harvest Road and East Jewell Avenue
Aurora, Colorado
Proposal Number 230136

As requested, A. G. Wassenaar, Inc. (AGW) is pleased to submit this proposal for a pavement study for Harvest Road as part of the subject site improvements. It is our understanding that the proposed construction will include approximately 2,000 feet of 3-lane collector. It is our understanding that maximum cuts and fills will not exceed 1 foot across the site. In addition, we assume on-site soils will be used as the fill source. Based on our understanding of the proposed construction and requested scope-of-work, we have outlined the following program:

1. Drill 10 pavement test borings at a spacing of approximately 200 feet in the new pavement areas. The vicinity of the pavement borings must be within 1 foot of final grade. Pavement test borings will be drilled to a depth of approximately 10 feet.
2. Samples of the soils/bedrock material encountered will be taken during drilling and tested in the laboratory to determine the AASHTO and Unified Classifications. Conduct swell-consolidation testing in our laboratory on relatively undisturbed samples obtained at a depth of 2 feet. Conduct one R-value or resilient modulus test to determine subgrade support strength.
3. Recommend pavement sections and alternates based on the engineering properties of the subgrade materials. The design will be in accordance with the appropriate jurisdictional regulations.
4. Provide general recommendations on the design of the proposed pavement sections and related construction considerations as dictated by the subsurface conditions encountered.
5. Submit an electronic copy of the report signed by a licensed professional engineer upon completion of the work.

This proposal and the scope-of-work detailed above does not include a formal slope stability analysis, retaining wall criteria or an environmental/geologic hazard assessment.

A site plan should be provided to our office prior to commencement of drilling operations, if available. Your Civil Engineer or Surveyor should be provided a copy of our boring locations so they can be accurately staked in the field with elevations and proposed cut and/or fill depths.

In terms of locating underground utilities/structures, it must be understood that penetrating the ground surface is inherently risky. It is impossible to determine with certainty the precise location of all utilities/structures that may be buried underground. The cost estimate provided in this proposal is insufficient to compensate our firm for both our outlined scope of services and the assumption of risk of damage to underground utilities/structures. Therefore, disruption/damage to underground utilities/structures will be the responsibility of the Client.

Prior to drilling operations, we will notify the Utility Notification Center of Colorado so the underground facility locators can mark their facility with paint and/or flags. Included in our cost estimate will be a site meeting with the underground facility locators. Facility owners have three or more business days to perform utility locating services.

It is our understanding that the subject site is accessible using a truck-mounted drill rig. If the site is inaccessible (e.g., overhead obstructions, heavy vegetation, steep slopes, etc.), additional costs will be incurred and the cost estimate provided will be revised accordingly. We will try to limit damage to the existing landscape (e.g., ruts in lawn, broken tree branches, broken sprinkler heads, cracked flatwork, etc.); however, because of the size of the equipment, we will not be liable for damage that may occur.

Access to the site involves driving vehicles across the ground surface. This access includes driving through areas that may contain storm water management barriers. AGW and their subcontractors will access the site at the locations directed by the Client. Storm water management barriers will be avoided if possible and will be removed and replaced where necessary. If removal causes the destruction of the barrier, the Client will be notified. AGW and their subcontractors will make a good faith effort to clean the vehicles, as necessary, using shovels. AGW and their subcontractors will also make a good faith effort to clean clods of soil from roadway surfaces with a shovel. The replacement of destroyed barriers and the cleaning of roadways or vehicles to a level above that described previously will be the responsibility of the Client.

We propose to provide the above services for a fee of \$6,700.00 due within 30 days after completion of the report. This fee includes City of Aurora submittal and review fees estimated at \$450.00. The costs included for the scope of services outlined above are based on our standard unit rates and estimated man-hours to complete the project. Should the scope of services be revised from that outlined in this proposal, cost estimates provided in this proposal will be revised accordingly to reflect our costs to complete the project.

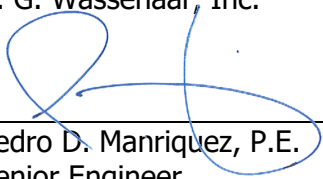
We estimate drilling operations will begin within three to five business days after completion of utility locating services and site staking operations. Drilling operations should take approximately six hours, dependent upon the weather and ground surface conditions of the site. Laboratory testing should be available within approximately three to four weeks of completion of drilling operations. If necessary, verbal recommendations can be discussed at this time. The completed report should be issued within

approximately one to two weeks of completion of laboratory testing. Our estimated time to complete this scope of services is approximately five to six weeks from commencement of drilling operations.

If this proposal and Professional Services Agreement meets with your approval, please sign this proposal as a contract and return it to our office. By signing and returning this proposal, it is assumed that notice to proceed has been given. If provided verbal or written notice to proceed, we assume you have read and understand this agreement. The above proposal will be honored for six months from the date of this proposal. If you have any questions, or if we can provide any additional service, do not hesitate to contact our office.

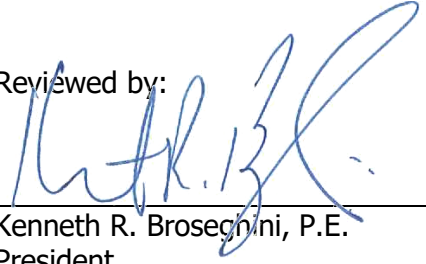
Sincerely,

A. G. Wassenaar, Inc.



Pedro D. Manriquez, P.E.
Senior Engineer

Reviewed by:



Kenneth R. Broseghini, P.E.
President

PDM/KRB/pdm

Agreed to this _____ day of _____ 20 _____

By: _____

Printed Name: _____

Title: _____



PROFESSIONAL SERVICES AGREEMENT

1. Definitions

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

2. Equipment and Access to Site

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

3. Responsibility For Services

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

3. Responsibility For Services (continued)

g. Hazardous Materials

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

4. General Indemnity

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

5. Certificate of Review

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

6. Corporate Protection

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

7. Consequential Damages

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

8. Precedence and Divisibility

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

9. Entire Agreement

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

10. Dispute Resolution

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

11. Statute of Limitations and Repose

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

12. Force Majeure

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

13. No Third Party Beneficiaries

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

14. Applicable Law

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

15. Work Product

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

16. Certifications

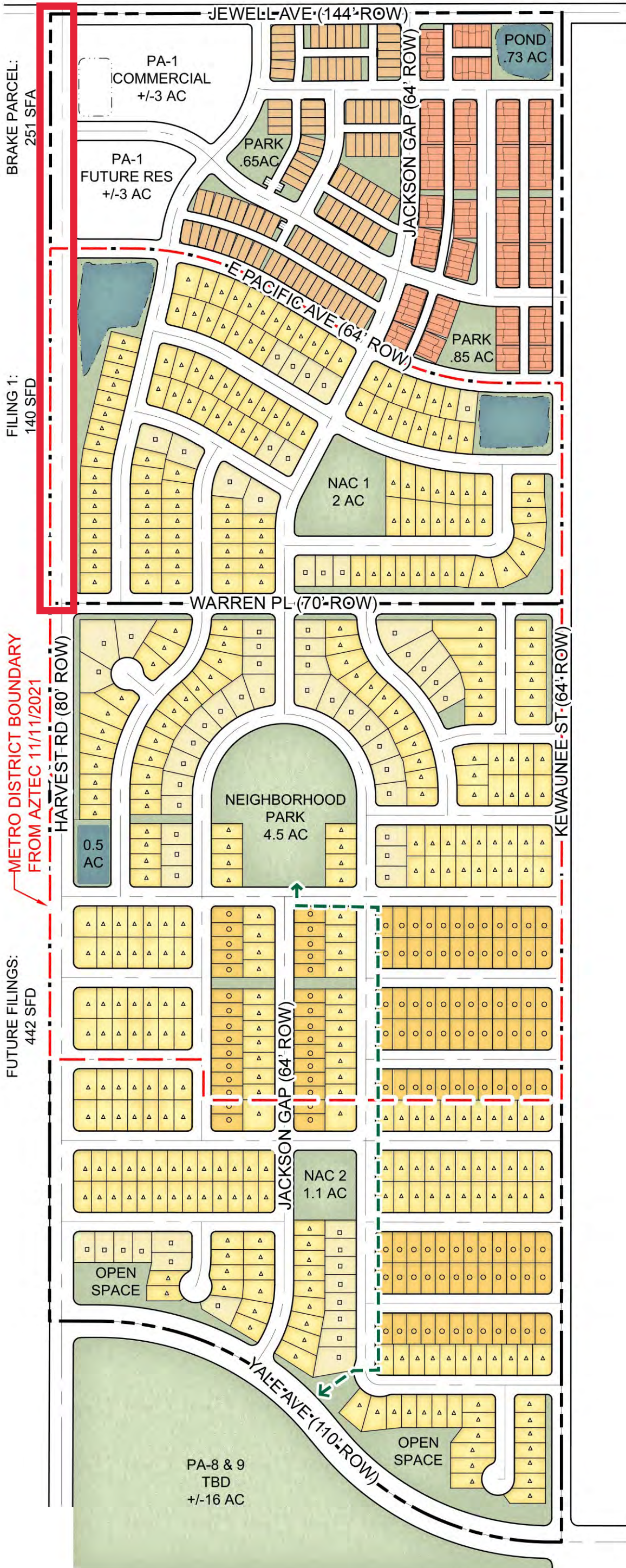
AGW shall sign certifications only if (a) AGW approves the form of such certification prior to the commencement of Services, (b) the subject matter of such certification is included in AGW's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty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

17. Electronic Files

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

18. Payment

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



LAND USE SUMMARY:

□ SFD 60 x 105:	64	(11% of SFD)
△ SFD 50 x 105:	392	
○ SFD 45 x 105:	126	
⊗ SFA-DUPLEX:	112	
● SFA-TOWNHOME:	139	
TOTAL LOTS:	833	

**TOTAL SMALL LOTS: 238 (34%)
(45's & Duplexes)**

126 + 112 = 34% of SFD & Duplex Total
694

PARKS:

NAC 1 REQUIRED: 1.9 AC
NAC 1 PROVIDED: 1.9 AC

NAC 2 REQUIRED: 1.5 AC
NAC 2 PROVIDED: 1.1 AC

NEIGHBORHOOD PARK REQUIRED: 4.5 AC
(UP TO 1500 RESIDENTS)
NEIGHBORHOOD PARK PROVIDED: 4.5 AC

OPEN SPACE:

PA-2 POCKET PARK REQUIRED: 1.26 AC
PA-2 POCKET PARK PROVIDED: .85 AC + .65 AC

LOT BREAKDOWN BY PA:

PA-2 (BRAKE PARCEL): 251 SFA

⊗ SFA-DUPLEX:	112
● SFA-TOWNHOME:	139

PA-4 (FILING 1): 140 SFD

□ SFD 60 x 105:	14 (10%)
△ SFD 50 x 105:	126

PA-5 (FUTURE FILINGS): 442 SFD

□ SFD 60 x 105:	50 (11%)
△ SFD 50 x 105:	266
○ SFD 45 x 105:	126

**HARVEST CROSSING
Lotting Study - All Planning Areas**

Aurora, CO



Job No: 2021-40 & 2021-50
Date: 03/07/2022

767 Santa Fe Drive
Denver, CO 80204
303-741-1411
planwest.com

PLANNING
SITE DESIGN
ENTITLEMENTS
LANDSCAPE ARCHITECTURE

SHEET: 01 of 01

