

WORK ORDER #2020-01
TO MASTER SERVICES AGREEMENT, DATED August 19, 2020

This Work Order is made and entered into this **19th day of August, 2020**, by and between **WEST BOYD METROPOLITAN DISTRICT NO. 1**, (the “District”), and **MCWHINNEY REAL ESTATE SERVICES, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **August 19, 2020** (the “Agreement”).

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

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **on an hourly basis**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 19th day of August, 2020.

WEST BOYD METROPOLITAN DISTRICT NO. 1:

By: David Crowder

Its: President

MCWHINNEY REAL ESTATE SERVICES, INC.:



By: Peter Lauener

Its: EVP, Master Planned Communities


MRES Logo
Digitally signed
by Abby
Kilbride
Date: 2020.10.14
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EXHIBIT A-1 TO WORK ORDER #2020-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



West Boyd Metropolitan District
C/o Pinnacle Consulting Group, Inc.
Attn: Kirsten Starman
550 W. Eisenhower Blvd.
Loveland, CO 80537

April 27, 2020

Re: District Project Management Services; Request for Proposal

Pursuant to the process required by the District Board's recent selection of McWhinney Real Estate Services, Inc as the qualified consultant for Project Management services, please find attached a full proposal for the quoted services.

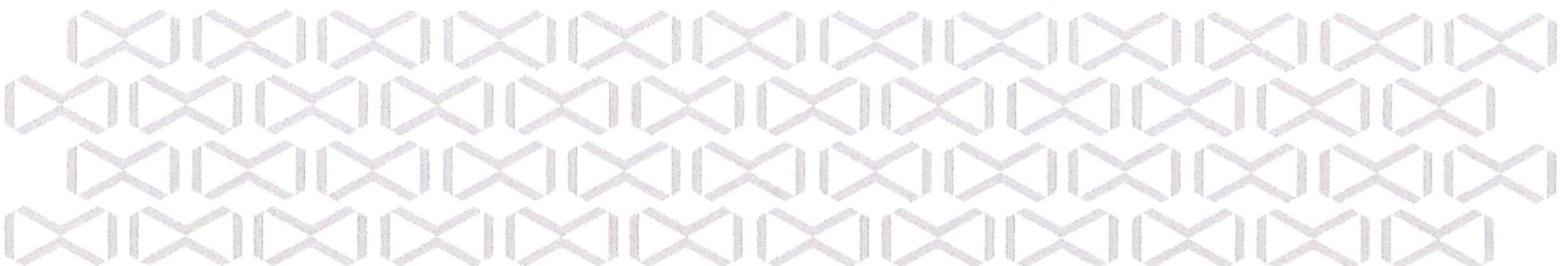
This attached proposal is consistent with both existing rates and the process proposed in the 2018 bid process, which generally sets billing for all services performed by MRES to 5% of the expended project total cost (excluding any costs reserved for warranty and contingency).

McWhinney Real Estate Services, Inc, and specifically the Land Development team within MRES, is uniquely experienced with Metropolitan District and municipal operations for public infrastructure. This includes the design and construction of more than \$150M worth of infrastructure projects for several districts in the past 5 years. We firmly believe that our rates for management of this scope of work are competitive in the market, and the efficiency of which we operate/interact with our clients is of specific note when considering this proposal.

Should Pinnacle or the West Boyd Metropolitan District board have any additional questions on the attached proposal, please contact any member of our team at your convenience.

Respectfully:

Jim Niemczyk
Director of Land Development, McWhinney
jim.niemczyk@mcwhinney.com
970-776-4052





PROPOSAL- District Project Manager Services

Company Information

McWHINNEY is a Colorado-based Real Estate Development firm with offices in Loveland and Denver, comprising a team of talented professionals who are passionate about creating great places and providing fabled experiences. Since 1991, McWHINNEY has planned and developed more than 6,000 acres of innovative and sustainable master-planned communities and more than 6.5 million square feet of vertical commercial and mixed-use properties throughout the Rocky Mountain region and the West Coast. Over the years, McWHINNEY has been recognized for significant real estate development contributions, including being named Colorado's "Developer of the Year" by the National Association of Industrial and Office Properties (NAIOP), winner of the Urban Land Institute's (ULI) Global Awards for Excellence, The Denver Business Journal (DBJ) Real Estate Champions – Catalyst Award for Denver Union Station and the Development Deal of the Year for Denver Union Station by NAIOP. McWHINNEY has been ranked 11 and 13 on the list of the Best Small and Medium-Sized Companies to work for in America.

Statement of Qualifications

Please refer to the prior submitted RFQ titled *2020 Metro District Project Manager RFQ_ West Boyd MD*

Billing Structure

Stage 1: Regional Planning, Project Diligence

MRES will perform all necessary scope items prior to project authorization into the design phase of a project, or as needed for regional and master engineering and capital planning accommodation on an hourly basis, billed monthly at the following rates:

Director:	\$208.00/Hr
Senior Project Manager:	\$157.00/Hr
Project Manager II:	\$130.00/Hr
Project Manager I:	\$115.00/Hr
Senior Project Coordinator:	\$90.00/Hr
Project Coordinator:	\$76.00/Hr
Administrative/Clerical:	\$76.00/Hr

Stage 1 will be considered complete upon presentation by the Project Manager of a conceptual project budget and project schedule that includes costs and timing for all anticipated engineering, regulatory approvals, and construction and approval (by the District Board) of contracts to enter into the design and approval phase of the project. Regional and Master Planning/Engineering work that is not tied to specific projects would continue to be billed at hourly rates.



Stage 2: Design and Regulatory Approvals

Based on approvals granted by the Board in Stage 1 and an established conceptual project schedule and budget, the Project Manager will establish a monthly billing amount based on the application of 5% of the total anticipated project budget (including all construction and indirect construction costs), billed equally for each of the total months anticipated through construction acceptance of the project. For smaller projects that are not anticipated to exceed \$500,000 in total project costs, a minimum monthly billing shall be established by the Project Manager and approved by the District Board for the anticipated scope required.

Stage 2 shall be considered complete upon the occurrence of:

1. Regulatory approval of all necessary Plats, construction plans (Public Improvement Construction plans), or other documents and permits necessary to begin construction of the project.
2. Completion of a Detailed (Long form) project budget and schedule, as may be revised from the conceptual budget and presentation of such to the District Board.

Stage 3: Project Construction

Based on approvals and budgets/schedules as presented to the Board of Directors in Stage 2, the monthly billing amount for District Project Management shall be calculated based on the following criteria:

1. 5% of the total anticipated costs in the Detailed (Long Form) budget, adjusted to the projected (or as updated) total project duration and cost.
2. With exception to projects less than \$500,000 in cost, the total amount billed by the District Project manager for both Stages 2 and 3 (aggregate) will not exceed a total of 5% of the project costs. Projects less than \$500,000 in total cost shall continue to be billed at specific billing rates as approved by the Board of Directors.
3. Pursuant to the above, any amounts advanced in Stage 2 shall amend the prorated amount calculated for monthly billing in Stage 3. The District Project manager shall not be paid for the final billing period until all necessary construction approvals have been granted by regulatory agencies.
4. If, during the duration of the Stage 3, the budget(s) or schedules for the project(s) are amended that result in a modification to the total cost or duration of the project, the District Project Manager shall amend the remaining billing amounts to match those projected through the duration of the project.

5. If a Project is suspended, the District Project Manager shall suspend all monthly billings following the last month of work performed.
6. The Project Manager shall promptly inform the Board if a project budget (greater than \$500,000) is projected to be substantially lower than the Detailed Stage 2 budget, and shall not be entitled to payment of additional billings that would result in an aggregate payment of more than 5% of the revised project total.

**Exhibit A summarizes this three-stage process.*

References

- Katie Allen, City and County of Broomfield, City Engineer, 303.438.6380
- Josh Olhava, City and County of Broomfield, Principal Planner, 303.438.6362
**Please note Josh replaced Russ Applehans from the RFQ as Russ retired.*
- Jeff Bailey, City of Loveland, City Engineer, 970.962.2551
- Noreen Smyth, City of Loveland, Senior Planner, 970.962.2522
- Alan Pogue- Icenogle, Seaver, Pogue, District Counsel, 303.867.3006



Top: New construction of Boyd Lake Ave Bridge over GLIC & new pedestrian box. Bottom: New alignment of Kendall Parkway.

EXHIBITS

EXHIBIT A: PROJECT STAGE WORKFLOW

Concept/Diligence	Design, City Approval	Construction
<p>Stage 1: Project Diligence/Regional & Master Infrastructure Management</p> <p>Includes initial development of District infrastructure to support new development projections, Billed Hourly at the following rates:</p> <ul style="list-style-type: none"> • Director of Infrastructure: \$208.00/HR • Senior Project Manager: \$157/HR • Project Manager II: \$130/HR • Project Manager: \$115/HR • Project Coordinator: \$90/HR • Clerical: \$76/HR <p>Work shall include scope up to high-level costing, procurement of all necessary consultant proposals, and initial budget sets at a concept level. The scope transitions to Stage II upon the successful award by the District Board of design contracts.</p>	<p>Checkpoint #1: Concept Budget Formation, Start of Design</p> <p>Stage 2: Design to City Approvals</p> <p>Upon formation of concept (i.e. short form) budgets and schedules by the District Project Manager, and approval of these concept budgets and District design contracts by the District Board, the Consultant (MRES) shall bill the District a monthly fee between 5-7% as approved by the District of the total estimated project costs*. The percentage billed will default to 5% of total project costs, prorated to the projected length of the project, during this phase unless otherwise approved by the District for projects requiring additional effort during this stage.</p> <p>Any project budgeted less than \$500,000 in total costs shall have a minimum monthly billing rate as presented by the District Project Manager for the hours projected to support the project, and as approved by the District Board.</p> <p>Stage 2 shall be considered complete with the:</p> <ol style="list-style-type: none"> 1. Completion of all City Approvals of necessary entitlements, plats and construction plans, procurement of a Development Construction Permit (DCP) 2. The generation and approval by the District board of a Detailed (Long Form) cost estimate that includes all projected project costs. 3. Calculation of billing rates for Project Manager services for Stage 3. This shall include any modification (positive or negative) of billing rates that may be adjusted by variances between the Concept and Detailed Budgets and Project Schedule. 	<p>Checkpoint #2: City Approval, Start of Construction</p> <p>Stage 3: Construction to City Acceptance</p> <p>Consultant (MRES) shall invoice up to 5% of the remaining monthly project fees for the duration of the project.</p> <p>If, during the duration of project construction, the project schedule or budget is amended in a manner which raises or reduces total projected PM fee amounts or the monthly projected billing amount, a final accounting shall be performed to ensure that remaining billings do not cause an amount greater than 5% of the projected final budget.</p> <p>The client shall not bill for the final month of project management fees until the project is substantially complete, as evidenced by acceptance into warranty by all relevant regulatory agencies.</p>

*The District Project Manager fee amount during both Stages 2 and 3 will scale to the reasonable effort (as approved by the District Board) required by MRES staff to support the project, but in no case will the total billed fee over the life of the project exceed 5% of the total hard costs. Any project with budgeted costs less than \$500,000 will not be subject to the 5% rate cap.