

EXHIBIT A
SCOPE OF SERVICES

- (a) Serve as the liaison between Owner and the Project Team, and have primary management responsibility for coordinating Redevelopment matters in the best interests of Owner.
- (b) Advise Owner in the negotiation of the PSA and the 2019 Agreement.
- (c) Advise Owner and make recommendations concerning the following (it being understood that Owner's Representative shall not assume any of the Project Team responsibilities for design, engineering or construction means, methods or costs):
 - (i) The review and monitoring of Redeveloper's contract with Kimley-Horn to confirm the scope and description is appropriate for the Redevelopment;
 - (ii) Within two (2) business days of receipt, the review and approval (or disapproval) of the Project Team's engineering plans consistent with the PUD Permit and Exhibit C Scope of Improvements (as defined in the 2019 Agreement);
 - (iii) Within two (2) business days of receipt, the review and approval (or disapproval) of Project Team applications and submittals to the City for all necessary permits and land use designations up through issuance of building permits;
 - (iv) Within two (2) business days of receipt, the review and approval (or disapproval) of the Schedule and any modifications thereto, to be set forth in the 2019 Agreement.
- (d) Verify that Redeveloper has obtained all permits in accordance with the PSA and Legal Requirements.
- (e) Provide monthly reports to Owner regarding Redeveloper's progress and whether the quality of the work is in accordance with the PSA, the 2019 Agreement, and the Design Guidelines and any other information concerning the Redevelopment as Owner may reasonably request.
- (f) Ensure that Redeveloper is complying with the following obligations set forth in the PSA:
 - (i) Redeveloper insurance obligations, including compliance with Owner's existing environmental liability insurance policy; and
 - (ii) the notice, entry and presence of Owner's Representative or other party authorized by Owner during the Inspection Work (as defined in the PSA).
- (g) Represent Owner and coordinate with the City on the redevelopment of the regional storm water facility.
- (h) Review and monitor Redeveloper's budget and Redeveloper Draw Requests under the Escrow Agreement (as defined in the PSA) related to the Improvements (as defined in the PSA), for which Redeveloper is escrowing \$9,500,000, which will include hard and soft costs, contingencies for the design and construction and reviewing estimates and invoices of construction costs. Within two (2) business days of receipt, the review and approval (or disapproval) of Draw Requests and preparation for final Owner signoff within the ten (10) days required in the Escrow Agreement. Prepare and coordinate a clear process with the Escrow Agent and Redeveloper in order to facilitate Draw Requests.

(i) Represent Owner in its communications with the Project Team; attend pre-application and other Project Team meetings with the City; schedule, attend, and conduct progress meetings on at least a monthly basis; attend on-site meetings to review construction progress.

(j) Assist Owner to cause Redeveloper and the Redevelopment to comply with any law, statute, ordinance, resolution, rule, regulation, order or determination of any governmental authority (or other body exercising similar functions), or any recorded restrictive covenant or deed restriction affecting the Property, including, without limitation, all applicable zoning ordinances and building codes, health and environmental laws and regulations, and laws and regulations governing accessibility by the disabled.

(k) Promptly furnish to Owner, upon receipt by Owner's Representative, copies of any and all legal notices received by Owner's Representative respecting Redeveloper, Redevelopment or the Property, or of any suit, proceeding or other action threatened, commenced or taken against Redeveloper, Redevelopment or the Property, or any part thereof, or against Owner or Owner's Representative, with respect to Redeveloper, Redevelopment or the Property or any part thereof.

(l) Notify Owner if Owner's Representative becomes aware that Redeveloper is not performing in accordance with the requirements of the 2019 Agreement, the PSA, the Design Guidelines or the PUD Permit. With written authorization of Owner, Owner's Representative shall reject work which does not conform to the requirements of the 2019 Agreement, the PSA, the Design Guidelines or the PUD Permit.

(m) Assist Owner in the final close-out of the Redevelopment by: (i) obtaining from the Project Team copies of record drawings or, if required by the applicable construction contract, "as-built" drawings; and (ii) representing Owner at meetings and inspections scheduled by Owner or Project Team and help to resolve problems relating to design, physical condition or operation of the Redevelopment to seek enforcement of warranties.

(n) Review any land sale or 3rd party development agreements proposed by Redeveloper in the course of the Redevelopment.

(o) Review and approve or disapprove the construction contract between Redeveloper and the general contractor or any sub-contractors selected by Redeveloper to perform work on the Redevelopment.

(p) Review and approve or disapprove bids from the general contractor and the sub-contractors for work to be performed by Redeveloper and paid from the Escrow Agreement.

(q) Review any changes to the Redeveloper contract with the general contractor including any changes in scope, pricing, or schedule proposed by either the general contractor or Redeveloper.

(r) Modify existing pro formas and financial models to assist Owner in evaluating economics related to land sales and redevelopment of the remaining un-contracted portions of the Project.

(s) Review and approve proposals for fulfilling the project art component of the Redevelopment work.

(t) Coordinate between Redeveloper and the Adams 14 School District on the timing and payment due under the School District IGA (defined in the PSA).

(u) Evaluate offers made from 3rd parties for development of the commercial (Parcel #2) and the educational (Parcel #1) quadrants of the Project.

(v) Review and track annual receipts of Incremental Revenues (as defined in the MDA).

(w) Coordinate with CDOT, Owner, and Redeveloper on the planning, funding, and construction of road improvements impacting the State Highway 2 right of way.

(x) Assist as needed in the completion of the Design Guidelines for the Redevelopment.

Specifically excluded from this scope of work is assisting the Owner in selling, issuing TIF supported debt, or otherwise monetizing the TIF revenue stream created by the Redevelopment. The Owner's Representative is qualified to perform this work and will consider doing so on behalf of the Owner, subject to an agreement on additional compensation for such work.