

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this 24th day, of March 2026 by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **KT Development LLC** authorized to do business in Colorado (the “Developer”). The County and the Developer hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for the program, construction, and future operation of the Zebulon Regional Sports Complex (the “Project”); and

WHEREAS, the County desires to engage the Developer to render certain professional services and assistance in connection with such undertakings of the County specific to this Project;

WHEREAS, the Developer has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth;

WHEREAS, Developer has engaged a design-build contractor, DSP Builder’s, Inc. (“Design-Builder”), to manage the overall design of the Project and construction. Developer and the Design-Builder will select a group of subcontractors and consultants to design, build, construct and deliver to the County the Project. The Project consists of the total design and construction of the Project; and,

WHEREAS, County intends to break the Project into several Phases. At the time of execution of this Contract, only the terms of Phase I.A and Phase I.B have been agreed to. Upon completion of Phase I.B deliverables, County shall authorize Developer to proceed with additional phases and shall concurrently negotiate and execute a separate Design-Build Agreement, General Conditions and Special Conditions.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY: Tim Hallmark, Director of Facilities, Fleet and Emergency Services, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Developer under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, as identified as Phase I.A and Phase I.B, attached hereto and incorporated herein, shall be performed by Developer (the “Work”).

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Developer’s compensation, which are mutually agreed upon between the County and the Developer, shall be in writing and shall become part of this Contract upon execution.

The Developer shall be responsible to the County for acts and omissions of the Developer’s employees, consultants, contractors, subcontractors, agents and parties in privity of contract with it to perform any portion of the Work, including all design elements of the Project.

2.1 Design Professional Services. The Developer shall prepare or provide to the County's Authorized Representative for review and approval the Design Documents and detailed specifications, including but not limited to those items set forth in Exhibit A Scope of Work. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Developer.

2.2 Standard of Care for Professional and Design Services. The Developer shall perform all services required by this Agreement with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Developer's designers shall be registered and licensed in the State of Colorado.

3. COMPENSATION: Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Developer, and the Developer agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein (the "Contract Amount").

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is) TWO MILLION SEVEN HUNDRED THOUSAND AND NO CENTS (\$2,700,000) for the Term of this Contract (the "Guaranteed Maximum Price" or "GMP"). In no event shall the County be liable for payment under the Contract for any amount in excess of the GMP, except as otherwise provided herein in Exhibit B or as modified under the terms of this Contract. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Developer. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Developer shall not continue work for subsequent phases without execution of a design-build agreement for Phases 2 through 4, and then shall not continue work for subsequent phases without a written Notice to Proceed under the design-build agreement from the County stating the revised funding limit. Each Notice to Proceed must be signed by the County's Authorized Representative, otherwise it is invalid and the Developer is without authority to proceed. Developer shall be entitled to a day for day extension of the Substantial Completion Deadline and equitable adjustment in the Contract Amount for any delay and for any and all costs, including without limitation extended general conditions, incurred during such periods.

5. TERM: It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on the Effective Date of the Contract and terminate December 31, 2026 ("Term"). This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

5.1 Contract Time. The Contract Time shall be the period of performance beginning on the Phase 1 Notice to Proceed for design until substantial completion, as defined below, subject to modification in accordance with this Contract.

5.2 Substantial Completion. The date of Substantial Completion of the Work, or any designated portion thereof, is the date certified by the County when the Phase 1.A and Phase 1.B deliverables are submitted to the County per Exhibit A.

5.3 Suspension of the Work for the County's Convenience. An order suspending all of the Work for the County's convenience, will extend the Contract Time for the number of days of such

suspension and entitle Developer to an equitable adjustment in the Contract Amount, and GMP for the costs and expenses incurred by Developer and as a result of such suspension. If the suspension applies to only a part of the Work, a time extension will not be authorized until the partial suspension has been lifted and its effect on the date for completing the Work has been evaluated and determined by the County, subject to Developer's right to assert a request for equitable adjustment.

5.4 Suspension Because of Order of State or Federal Court or Agency. The order of suspension will identify the court or agency order which caused the suspension and will extend the Contract by the amount of time specified by the court or agency order. If the order causes suspension for an indefinite period of time and, as a result, a time extension cannot be established, the order of suspension will also be for an indefinite period of time. If the order is issued because of acts or omissions of the Developer, the Developer shall not be entitled to a time extension or payment for any additional costs it incurs.

6. INVOICING PROCEDURES: Payments shall be made to the Developer based upon invoices submitted by the Developer, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Developer within twenty (20) days after the County has received complete invoices from the Developer. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Developer's activities and services rendered, as the County deems reasonably appropriate to support the payments to the Developer. The signature of an officer of the Developer shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Developer agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Developer further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Developer by placing the Developer's own interests, or the interest of any party with whom the Developer has a contractual arrangement, in conflict with those of the County. No design consultant or subconsultant, not already approved by the County, shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however, that in unusual circumstances and with full disclosure to the County of such interest, the County may provide a waiver, in writing, in respect to the particular consultant or subconsultant. County and Developer have agreed to use DSP Builders, Inc. as the design-build contractor ("Design-Build Contractor").

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Developer shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the Work performed under this Contract; provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) the Developer need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents, and employees or anyone acting on the County's behalf or for who the County is responsible.

9. INDEPENDENT CONTRACTOR: The Developer is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Developer to perform work under this Contract shall be and remain at all times,

employees, independent contractors, or subcontractors of the Developer for all purposes. The Developer and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Developer is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

11. ASSIGNMENT: The Developer covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Developer to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Developer hereunder.

12. COUNTY REVIEW OF RECORDS: The Developer agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Developer shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, and other documents furnished by the Developer, including those in electronic form, are "Instruments of Service" and the property of the Design-Builder. The Design-Builder shall be deemed the author and owner of the Instruments of Service, including the drawings and specifications and all other deliverables issued by Developer under this Contract, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Developer. Upon execution of the Contract, the Developer grants the County a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the County fully performs its obligations, including prompt payment of all sums when due, under the Contract. The license granted under this section permits the County to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If this Contract is terminated for reasons other than Developer default, or the County does not engage Developer for all phases of the Project (including completion of design, construction and management/operations), the license granted in this Paragraph shall automatically terminate. In the event the County alters the Instruments of Service without the Developer's written authorization or uses the Instruments of Service without retaining the Developer, the County releases the Developer and its consultants and contractors (including without limitation Design-Builder), and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses.

14. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Developer of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. The Developer shall be entitled to receive compensation in accordance with this Contract for any work performed pursuant to the terms of this Contract prior to the date of notice of termination.

14.1 Termination for Convenience by County. County reserves the right, for any reason whatsoever (including, but not limited to, non-appropriation of funding), or without reason, terminate performance under the Contract by Developer for convenience. County shall give thirty (30) days advance written notice of termination for convenience to Developer. Developer shall incur no further obligations in connection with the Contract and Developer shall stop all Work when such termination becomes effective. Developer shall settle the liabilities and claims arising out of any terminated subcontracts or orders. If the County terminates this Contract for convenience, or a termination for cause is converted to a termination for convenience, the County's license to use the Developer's Instruments of Service shall automatically terminate.

14.1.1 When terminated for convenience, Developer shall be compensated as follows:

- a. Developer shall submit a termination claim to the County specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by County. If Developer fails to file a termination claim within three (3) months from the effective date of termination, County shall pay Developer an amount derived in accordance with subparagraph (c) below;
- b. County and Developer may agree to the compensation, if any, due to Developer under this paragraph;
- c. Absent agreement to the amount due to Developer, County shall pay Developer as full compensation for termination for convenience, the following amounts:
 - i. the Cost of all Construction Work and Services performed through the effective date of termination;
 - ii. such of Developer's fee which is earned and unpaid as of the effective date of termination; and
 - iii. reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders as provided for above, and all other costs and expenses incurred as a result of the termination. These costs shall include amounts paid in accordance with other provisions of this Contract.

14.1.2 In the event the Parties are unable to negotiate and execute a design-build agreement while Work is continuing on Phases 1.A and 1.B, either party shall be entitled to terminate this Contract for convenience. In either case, Developer shall be paid in accordance with Paragraph 14.1.1.

14.2 Termination for Cause by County. If Developer defaults under a material provision of the Contract, then County may after seven days' written notice to Developer and Developer's failure to commence and continue with reasonable diligence efforts to cure related to such notice, without prejudice to any other right or remedy against Developer or others, terminate performance of Developer, and may finish the Work by whatever reasonable methods it may deem expedient. In such cases, Developer shall not be entitled to receive any further payments until the Work is finished.

14.3 Erroneous Termination for Cause. In the event the employment of the Developer is terminated by the County for cause pursuant to Paragraph 14.2 above and it is subsequently determined by the dispute resolution process or by a court of competent jurisdiction that such termination was without cause, such termination shall be deemed a termination for convenience under paragraph 14.1 above and the provisions of paragraph 14.1.1 regarding compensation shall apply. In such event, however, as an additional payment term under paragraph 14.1.1, the County shall pay as a termination fee, the fee the Developer would have received for the phases of work authorized by the County, and the County's license to use the Instruments of Service shall automatically terminate.

14.4 Suspension by Developer. The Developer may suspend work, upon ten (10) days written notice to the County, for failure of the County to make payments when due. The Contract Time shall be extended appropriately and the Contract Amount and GMP shall be increased by the amount of the Developer's reasonable costs caused by such suspension, plus interest.

14.5 Termination by Developer. The Developer may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Developer or a trade partner or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Developer, for any of the following reasons:

- 14.5.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 14.5.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- 14.5.3 Because the County has not made payment on an Application for Payment that complies with the terms of this Agreement.

If one of the reasons described above exists, the Developer may, upon ten days' prior written notice to the County, in order to give the County an opportunity to cure the non-payment, thereafter the Developer may terminate the Contract and recover from the County payment for all Work performed, including costs incurred by reason of such termination and damages. If the Developer terminates this Contract for cause, the County's license to use the Developer's Instruments of Service shall automatically terminate.

15. NOTICES: Notices concerning Termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Developer to:

Douglas County Facilities
Attn: **Tim D. Hallmark**
100 3rd Street
Castle Rock, CO 80104
Phone: (303) 663-7275
E-mail: thallmar@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 3rd Street
Castle Rock, CO 80104
Phone: (303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to:

KT Development LLC
Attn: **B. Luke Taylor – Managing Member**
7951 E. Maplewood Avenue, Suite 122
Greenwood Village, CO 80111
Phone: (303) 906-9002
E-mail: ltaylor@kt-development.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Developer agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Developer expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Work performed under the Contract by the Developer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Developer shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

21. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Developer, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Developer shall not include any reference to this Contract or services pursuant to this Contract in any of the Developer's advertising or public relations materials without first obtaining the written approval, which shall not be unreasonably withheld, of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant Manager, and the Board of County Commissioners.

24. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 31
- 2nd Exhibit C - Insurance Requirements
- 3rd Exhibit A - Scope of Services (Phase I.A and Phase I.B only)
- 4th Exhibit A-1- Project Schedule
- 5th Exhibit B - Method of Payment

25. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

26. ENTIRE CONTRACT: The Parties acknowledge and agree that the provisions contained herein constitute the entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

27. INSURANCE: The Developer shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Developer shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Developer's insurance coverage during the Term of this Contract.

28. COUNTY EXECUTION OF CONTRACT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

29. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if the failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, pandemic, military conflict, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or actions of government authorities.

30. CLAIMS FOR CONSEQUENTIAL DAMAGES: The Developer and County waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

30.1 damages incurred by the County for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

30.2 damages incurred by the Developer for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

30.3 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

31. LIMITATION OF DAMAGES: All damages, costs, expenses or fees against Developer or DBT shall not exceed the greater of total amount of fees paid by the County to the Developer or maximum insurance proceeds paid out by the underlying insurance providers under this Contract.

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Exhibit A
SCOPE OF WORK

Cost: KT Development Fees of Phase 1A and 1B will not exceed \$2,700,000 for scope as described below, and paid as shown in Exhibit B.

The scope summarized within each phase is only within the red Phase I boundary shown on Exhibit D. Out of scope items are located on Table 1.

Schedule

The duration of each phase, including milestones and deliverable dates, will be incorporated into each agreement at execution. Project schedule shall be tracked with updates at regular intervals (no less than monthly) and changes to the dates of the end of each Phase within the schedule will be formalized by an executed change order.

Cost Summary

- Total cost of Phase 1 is not to exceed \$2,700,000
 - Phase 1A: Programming \$1,200,000
 - KT Fee
 - Subconsultant Fee – DSP (including Arch, Structural, MEP, Pre-Engineered Consulting), Civil, Landscape Architecture
 - Phase 1B: Schematic Design & Cost Estimating \$1,500,000
 - KT Fee
 - Subconsultant Fee – DSP (including Arch, Structural, MEP, Pre-Engineered Consulting, Ice Plant, Specialty etc.) Civil, Landscape Architecture, Photometric

Phase 1A: Program Development Phase: Timeframe, see Exhibit A-1: KT Project Schedule

- **Exhibit D:** Land Development Area Map – State Parcel #222932400003
- Desired amenities: Regional sports and recreation center. Programming may include, but is not limited to:
 - Ice Rinks: 3 full NHL-sized hockey rinks + 1 practice rink
 - Hard Court Space: 8 full basketball courts (multi-sport adaptable)
 - Sports Dome: 160,000 sq ft indoor turf field with removable roof
 - Fitness & Lifestyle: 15,000 sq ft gym, classrooms, meeting rooms
 - Dining & Recreation: Full-service restaurant or multi-restaurant (i.e. “food hall” concept, full-service bar, family entertainment)
 - Outdoor Amenities: Quad of baseball fields, minimum of (2) synthetic soccer/multi-purpose fields
 - Parking: 700+ off-street spaces and compliant with code requirements for simultaneous operation of constructed amenities

- If additional sports and recreational uses can be accommodated within the space and budget indicated, then they should be so as to maximize the use of this site.
- KT Development is not expected to engage general public for input on program development.
- KT Development will raise concerns regarding potential discrepancy with County staff or board expectations and will coordinate resolution with staff communication through County channels. KT will not release any information to the public or media without first getting approval from the County communication staff.

Phase 1A Deliverables

1. Report with up to three options regarding
 - a) Amenities to include in Zebulon Sports Complex
 - i. Deliver hard and digital conceptual drawings of external and internal design
 - b) Recommended operating partners for each amenity with business plan to support recommendation
 - i. Deliver individual operating partner pro forma and total roll-up to overall site operating pro forma
 - c) Site plan representing amenities, access, roads and parking
 - i. Deliver detailed map including locations and dimensions

2. Partners
 - a) Interview potential tenants, users & key partners
 - i. Include County identified potential tenants, users and key partners as well as additional tenants, users and key partners identified by Developer.
 - b) Recommend to the County, for Approval, key partners, tenant mix and amenities to be constructed
 - i. Provide business plan and pro-forma illustrating projected operations to support recommendation

3. Conceptual Design
 - a) Conceptual Drawing illustrating recommended amenities on the identified land area
 - b) Determine locations for site access, intersections and ring road of entire complex
 - c) Incorporate parking in compliance with required code, conveniently located and tailored for each amenity; provide justification for proposed parking solution.

4. County Design Coordination with County Authorized Representative
 - a) Does not include stakeholder or BOCC meetings.
 - b) This effort shall run concurrently with L&E Preparation. If this process requires additional time and the L&E cannot proceed as planned, or design modifications are required, the schedule will be extended accordingly.

5. Cost Impression

Provide high-level construction cost impression to establish baseline costs for initial business plan based on efforts in 1A that shall not exceed a combined total of \$65 million through all phases.

Items to be delivered by County to Developer PRIOR to Phase 1A Conceptual Design Commencing:

- Underlying Design Files (PDF and CAD) for overlot grading, Ring Road design, design of access points, drainage and utilities (dry and wet). This includes grading civil 3D surface files.
- Due Diligence Items including, but not limited to, Geotechnical report, Traffic Study results that have been completed for Waterton Road and the Ring Road (if available), Environmental Phase I and Phase II (if available), survey.
- CDPHE – to the extent available, approval of SWMU resolution. As of March 2026, the County can confirm that no additional work is known or anticipated.

Phase 1B: Schematic Design Services - Timeframe, see Exhibit A-1: KT Project Schedule:

Parties to enter into a Design-Build Contract at the initiation of this phase upon County approval of a recommendation at the conclusion of Phase 1A: Program Phase. Lead collaborative process incorporating input from County staff and future operating partners in completing Schematic Design for construction of Zebulon Regional Sports Complex.

Phase 1B: Schematic Design Services Deliverables

- Negotiate usage agreement(s) with selected partner(s) identified in Phase 1A.
- L&E Plan Development
 - Lead process to fulfill L&E requirements; participate in Planning Department sessions to facilitate successful submission; partner with County project team staff to complete steps, forms and produce required documents.
- 50% Schematic Design Development
 - Civil design services including preliminary site planning, grading, drainage (compliance letter only), utilities, and erosion control within red Phase I boundary shown on Exhibit D.
 - To be defined upon completion of Phase 1A: extent of Site preparation design / grading and over-ex for proper foundation to support construction
 - Architectural, structural and MEP 50% schematic design for all amenities accepted into project as a result of Phase 1A.
 - Design installation of utilities from back of curb to site destination as required to meet code requirements and operating needs, including but not limited to wet and dry utilities for fire flow, water, stormwater, electrical, fiber, gas to support defined operations
- Cost Estimate
 - 50% Schematic Design Construction Cost Estimate targeted within 15% of Final Guaranteed Maximum Price (GMP).
 - Developer Procured Items
 - All building and operating systems to be procured and included by Developer within project funds
 - All FF&E items to be procured and included by Developer within project funds

Phase 1B items to be delivered by County to Developer PRIOR to L&E PC Hearing:

- Receipt of L&E Submittal Items Prepared by others.
- Additional Due Diligence Items needed for Phase I upon establishing scope/site plan in Phase 1A.

Phase 1B items to be delivered by County to Developer PRIOR to Phase 2 Commencing:

- Additional Due Diligence Items needed for Phase I upon establishing scope/site plan in 1A).
- Delivery of Build-Ready site (Overlot Grading, Utility stubs installation coordination to property etc.)

Phase 2: Construction Design Services –100% Construction Drawings. See Exhibit A-1: KT Project Schedule.

Phase 2 Cost: Not to exceed \$2,284,000; TBD upon completion of Phases 1A and 1B

- Lead collaborative process incorporating input from County staff and future operating partners in completing Schematic Design for construction of Zebulon Regional Sports Complex.
- Phase 2 includes the scope below, only within the red Phase I boundary shown on Exhibit D. All design outside of the boundary, including dry and wet utility infrastructure, is being designed under a separate scope and will be brought to the Phase I boundary for connection to this project.
- Prior to beginning Phase 2, all out of scope items identified on Table 1 below, must be delivered to Developer.
- Scope outlined below is contingent on cost estimates/scope established as part of earlier phases and subject to change.

Phase 2: Construction Design Services Deliverables - 100% Construction Drawings

1. Civil design services include site planning, detailed grading, drainage (compliance letter only), utilities, and erosion control within red Phase I boundary shown on Exhibit D. Civil design will begin at the top back of curb of the ring road and Waterton, or red boundary line at a location not along a roadway.
2. Development of an indoor sports complex, fitness facility, sports dome, sports fields, and associated parking, landscaping and internal drives. Size, location, and specific amenities of each component shall be determined during the project programming phase.
3. Architectural, MEP and structural design and PEMB Shop Drawings for sports complex.
4. Landscape and Irrigation Design
5. Permitting
 - Coordinate full entitlement, planning design, final design and construction drawings
 - Plan review processes, including all required submittals, as required by all governing agencies (County, Fire, Special District, Water and Sanitation, Health Department, etc.)
 - All required fees and permitting costs carried by Developer
 - All required permits, including Building Permits, issued with approval to begin construction
 - To meet schedule, the project requires an early foundation and grading permit, ahead of final approvals, per the Project Schedule. This shall commence, at risk, in Phase 2 after the County's first review of CDs.

6. Guaranteed Maximum Price (GMP) 15% Schematic Design Cost Estimate
7. Establish Final GMP construction amount to be change ordered into AIA 141 Design Building contract between KT Development and DSP Builders. This effort will extend into Phase 3.

**Items to be delivered PRIOR to early foundation and grading Permits (during Phase 2).
Milestone date identified in Project Schedule:**

- Fill material shall be brought in by others prior to construction start.
- Offsite water, sewer, storm and all private utilities- Brought to five-feet inside top back of curb or Phase I boundary line.

Table 1: Out of Scope Services:

(Services to be completed under separate scope and constructed by others)

If the County requests out-of-scope services, KT shall provide a proposed scope and associated fee to perform those services.

- Everything outside of red Phase I boundary shown on Exhibit D. Civil design will begin at the top back of curb of the Ring Road and Waterton, or red boundary line at a location not along a roadway.
- Ring Road, any other internal roadways, and all associated utilities, curb and gutter, medians and landscaping within them.
- Water storage tank design, if required.
- Site Sewer Lift station, if required.
 - Building specific lift stations, if required, are included in KT scope.
- Regional detention and water quality design by County consultants. KT will provide a drainage compliance memo to confirm adherence to onsite or offsite detention requirements upon receipt of the master drainage study being prepared by County under separate scope.
- Rezoning/PD Process
 - Parking structure design and construction excluded. Ample parking for recommended amenities must be included and delivered within KT scope, within Phase 1 boundary, as identified on Exhibit D.
- Wet and dry utilities (water, sewer, electric, gas, fiber) outside red Phase I boundary.
 - County will bring utility service to back of curb or Phase I boundary shown on Exhibit D; Developer is responsible for extending utility service from designated location onto site to service destination.
- Access points to Waterton Road, including interim full-movement access if not located at primary access points shown on plan (design by County consultants).

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Phase 3: Construction Phase – Timeframe, see Exhibit A-1: KT Project Schedule

- To be negotiated by August 1, 2026 and executed concurrent with County approval of Final Schematic Design and Cost Estimate
- Phase 3 will begin after County issues a notice to proceed
- Fees to be incorporated into final Design Build Agreement
 - Development Fee – 4% of Total Construction Cost
 - GC Overhead & Profit – 3.5% of Total Construction Hard Cost
 - GC General Conditions – Monthly fixed fee of \$130,000/month (estimated; to be determined with GMP)
 - No DSP Labor or indirect OH&P will be carried outside of the General Conditions and Development Fee
 - Insurance – 1.15%
 - Builder’s Risk Insurance to be carried by Owner
 - Progress payments made based on monthly pay application submission for work completed

Phase 3: Construction Deliverables

1. Complete construction of buildings and amenities with Certificate of Occupancy
 - Complete construction as defined in 100% Construction Drawings and Design-Build Contract
 - Developer is responsible for grading, over excavation and other processes associated with establishing proper foundation to support construction
 - Oversee all construction activities on the Zebulon Regional Sports Complex site, as defined in Exhibit D as the primary general contractor for the County of all site work through substantial completion and closeout of site construction
 - Manage project according to County and contract requirements; ensure full transparency in all aspects including subcontractor contractor selection, procurement and expenditures

Phase 4: Operations and Management Phase

- **Amendment to PCS if necessary and mutually acceptable; this phase begins when any part of the project receives Certificate of Occupancy and may overlap the previous phase**
- Minimum of 10-year term for KT to operate and maintain Zebulon Regional Sports Complex including: Staffing management; Program development & implementation; Marketing; Major events; Site and facility scheduling coordination; Use priority; Preventive and reactive maintenance plan; Capital maintenance plan; Financial analysis and reporting
- Payment to be negotiated

Exhibit A-1 PROJECT SCHEDULE

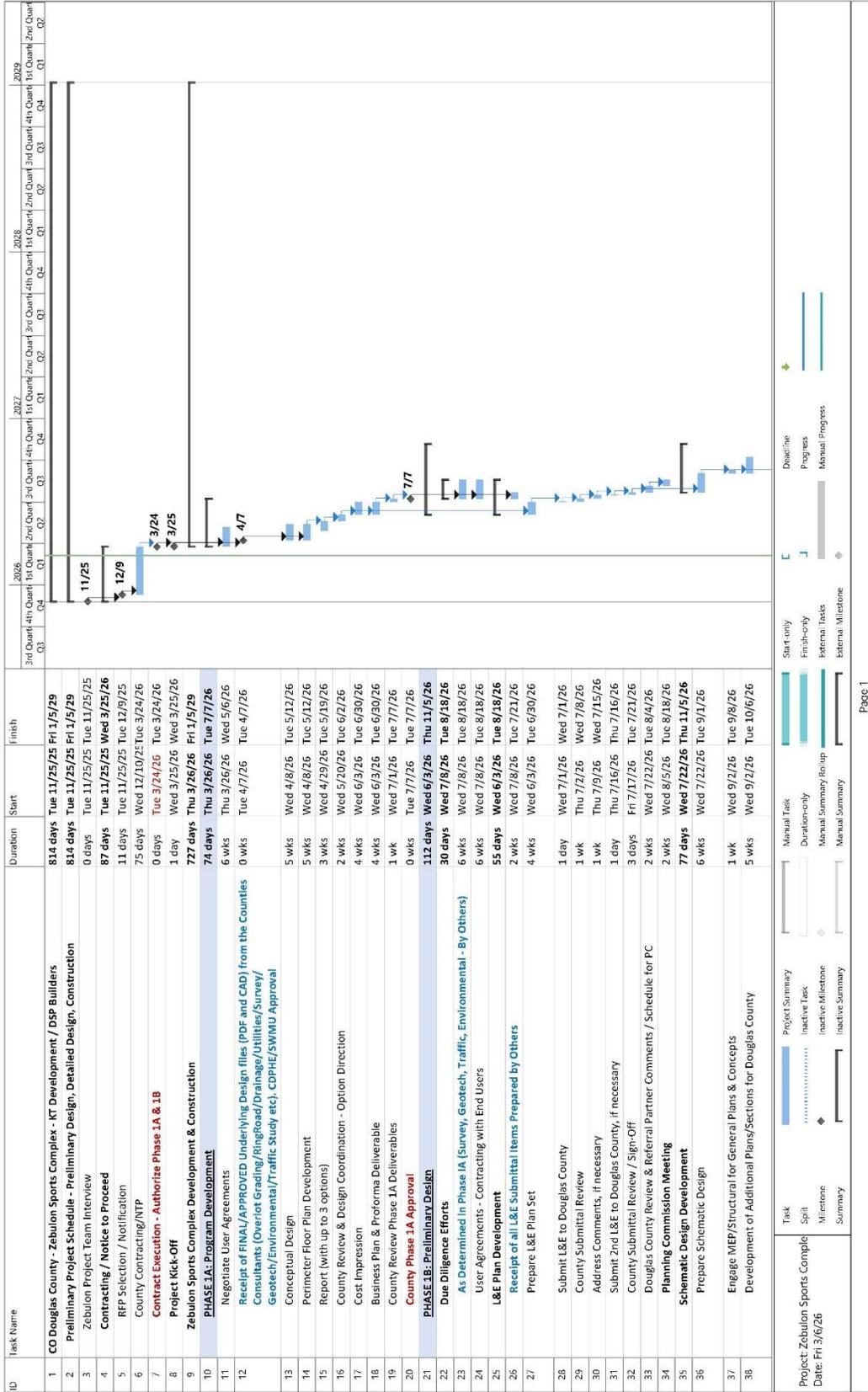


Exhibit B
METHOD OF PAYMENT

Phase 1A: Program Development Phase Fees:

To be paid by pay application for work performed, including detailed back-up documentation such as receipts for incurred costs and labor hours; will not exceed a total of \$1,200,000.

Phase 1B: Schematic Design Services:

To be paid by pay application for work performed, including detailed back-up documentation such as receipts for incurred costs and labor hours; will not exceed a total of \$1,500,000.

Phase 2: Construction Drawings Fees

To be paid in accordance with the provisions of the design-build contract amendment but will not exceed the contracted cost.

Phase 3: Site & Building Construction Fees:

To be paid in accordance with the provisions of the design-build contract amendment but will not exceed the GMP.

- Fees may not exceed:
 - KT Development – 4% of direct construction cost
 - General Contractor Overhead & Profit – 3.5%

Phase 4: Operations & Management Fees:

TBD% of net profit share (total operating revenue minus all operations, maintenance costs, and total debt service obligation), to be paid in accordance with the provisions of the executed agreement.

Exhibit C
INSURANCE REQUIREMENTS

The Developer shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Developer, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if the Developer has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Developer’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the Developer under this Contract.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Developer’s insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Developer’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation. The Developer hereby grants to the County a waiver of any right to subrogation which any insurer of said Developer may acquire against the County by virtue of the payment of any loss under such insurance. The Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Developer agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Developer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Developer will indemnify the County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Developer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Developer shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Developer to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (20) days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

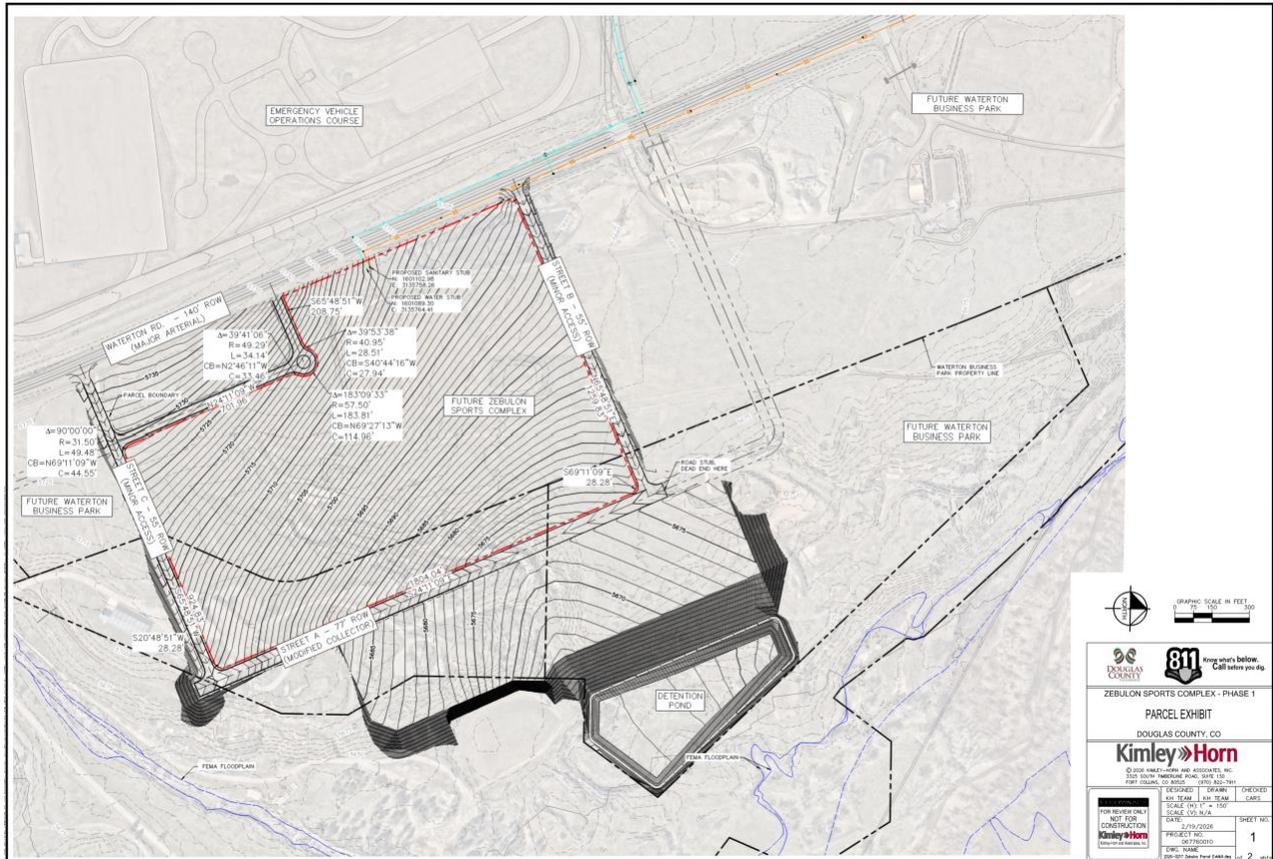
Subcontractors. The Developer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Developer shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Developer will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Developer to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

Governmental Immunity. The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County, its commissioners, officers, officials, employees or volunteers.

Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit D Land Development Area Map



GRAPHIC SCALE IN FEET
1" = 100'

811 King when's below
Call before you dig.

Douglas County

ZEBULON SPORTS COMPLEX - PHASE 1
PARCEL EXHIBIT
DOUGLAS COUNTY, CO

Kimley-Horn

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250 SOUTH HARBORWAY ROAD, SUITE 110
DENVER, COLORADO 80222

DESIGNED	DRAWN	CHECKED
AW/STW	LSW/STW	CAPE
SCALE (HORIZONTAL) 1" = 150'		
SCALE (VERTICAL) 1" = 150'		
DATE	PROJECT NO.	SHEET NO.
2/7/2028	087000003	1
DWG. NAME	SHEET NO.	
087000003	1	

Exhibit E
Design Build Agreement

To be negotiated by August 1, 2026 and executed concurrent with County approval of Final Schematic Design and Cost Estimate