

CUNDALL FARMS METROPOLITAN DISTRICT
REGULAR MEETING
via Teleconference
Tuesday, January 4, 2022 at 5:30 P.M.

David Scott, President/Treasurer	Term to May 2022
Reuben Patrick Maes, Vice President	Term to May 2023
Bradley Mark Nelson, Director	Term to May 2023
Paula Juhrs, Director	Term to May 2023
Darren Fresquez, Secretary	Term to May 2022

This meeting will be held via teleconferencing and can be joined through the directions below:

Link:

<https://us06web.zoom.us/j/85737026946?pwd=RmxYUEVueXJlQktKTGU4QnNIQTBSUT09>

Meeting ID: 857 3702 6946

Passcode: 037927

Phone: 1-720-707-2699

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. Please sign in.
5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board. **(5 minutes)**
 - a. Approval of November 2, 2021 Regular Meeting Minutes (**enclosure**)
 - b. Ratification of Independent Contractor Agreement with Schultz Industries, Inc. (**enclosure**)
6. Director Matters **(20 minutes)**
 - a. Consider Approval of Proposal from Merrick & Company for Engineering Study on Tract D (**enclosure**)
 - b. Consider Approval of Proposal from Frontier Mechanical, Inc. for Lighting Upgrades (**enclosure**)

- c. Consider Approval of Park Light Repairs with Best Lighting & Electrical Service (**enclosure**)
 - d. Discussion Regarding Directional Lines Painted on Streets and on Elizabeth Circle
 - e. Update Regarding Asphalt Paving
 - f. Update on Tree Project including Replacement of Trees and Insurance Coverage for New Trees
 - g. Update Regarding Basketball Court Installation
7. Financial Matters **(10 minutes)**
- a. Consider Ratification of Cash Position and Interim Claims Report (**to be distributed**)
 - b. Consider Approval of Wipfli Engagement Letter for 2021 Audit (**enclosure**)
 - c. Other Financial Matters
8. Management Matters **(20 minutes)**
- a. Manager Report (**enclosure**)
 - b. Other Management Matters
9. Legal Matters
- a. Discussion Transition of Legal Services
 - b. Consider Approval of Engagement Letter with Paul C. Rufien, P.C. for Legal Services (**enclosure**)
 - c. Consider Appointment of Paul C. Rufien as Designated Election Official for May 2022 Election
 - d. Other Legal Matters
10. Adjourn

MINUTES OF A REGULAR MEETING OF THE BOARD
OF DIRECTORS

OF

CUNDALL FARMS METROPOLITAN DISTRICT

Held: Tuesday, November 2, 2021, at 5:30 p.m. via
Teleconference.

Attendance

A regular meeting of the Board of Directors of the Cundall Farms Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

David Scott
Reuben Patrick Maes
Bradley Mark Nelson
Paula Juhrs
Darren Fresquez

Also present were Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Melissa Sykes, Advance HOA Management, Inc., District Manager; and Gigi Pangindian and Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant

Call to Order

Director Scott noted that a quorum of the Board was present and called the meeting to order.

**Declaration of Quorum/Director
Qualification/Reaffirmation of
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Murphy inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda

The Board reviewed the proposed agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda.

Public Comment

None.

Consent Agenda

Following a summary by Ms. Murphy the items on the consent agenda were approved, adopted and/or ratified by one motion duly made and seconded, and unanimously carried.

- October 4, 2021 Special Meeting Minutes;
- 2022 Annual Administrative Resolution – subject to the change of meeting dates to bi-monthly starting in January;
- Renewal of Property and Liability Coverage and Workers Compensation Coverage and SDA Membership; and
- Second Amended and Restated Public Records Policy.

Director Matters

Update on Trees Replacement and Insurance Coverage

Director Fresquez noted the Tree Farm will purchase approximately 26 trees, bushes and shrubs for a total of \$19,927.24 of the \$35,000 authorized at the last meeting.

Consider Approval of 1st Green Colorado

Director Fresquez presented the proposal for the 1st Green Colorado for anti-desiccant for all evergreens and deep root winter watering to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal for \$2,551.50.

Discussion Regarding Winter Watering

Director Fresquez presented the winter watering proposals from Co Smart Landscape to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved up to two winter watering services not to exceed \$3000.

Discussion Regarding Resolution Imposing Operations Fee

The Board engaged in discussion regarding the Resolution Concerning Imposition of the Operations Fee. No action was taken.

Financial Matters

Consider Ratification of Cash Position and Interim Claims Report

Ms. Ferreira presented the August 31, 2021 schedule of cash position updated as of October 25, 2021 to the Board. Ms. Ferreira presented claims in the amount of \$57,934.42 to the Board for ratification. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the schedule of cash position and ratified the claims.

Conduct 2021 Budget Amendment Hearing and Consider Adoption of Resolutions to Amend 2021 Budget

Director Scott opened the public hearing on the 2021 Budget Amendment to the Board. Ms. Murphy noted that the notice of the public hearing was published in accordance with Colorado law in the *Northglenn-Thornton Sentinel*. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Ferreira reviewed the 2021 Budget Amendment with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the General Fund to \$91,000 and the Operations Fee Fund to \$600,000.

The Board directed legal counsel and the District's accountant to file the 2021 Budget Amendment.

Conduct 2022 Budget Hearing and Consider Adoption of Resolution to Adopt 2022 Budget and Set Mill Levies

Director Scott opened the public hearing on the proposed 2022 Budget. Ms. Murphy noted that the notice of public hearing was published in accordance with Colorado law in the *Northglenn-Thornton Sentinel* and/or posted as required by Colorado law. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Ferreira reviewed the 2022 Budget Resolution with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budgets as discussed, appropriating funds therefore and certifying the following mill levies: General Fund – 16.133 mills; and Debt Service Fund: 45.238.

The Board directed legal counsel and the District's accountant to certify the mill levies by December 15, 2021 and file the 2022 Budget by January 30, 2022.

Other Financial Matters

None.

Management Matters

Manager Report

Ms. Sykes reviewed the Manager Report with the Board.

Consider Approval of Proposal from Weed Wranglers for Spraying of Native Weeds

Ms. Sykes reviewed the Weed Wranglers Proposal for spraying of native weeds to the Board for consideration. Following discussion, the Board determined not to approve the proposal.

Consider Approval of Independent Contractor Agreement with Schultz Industries for 2022 Snow Removal and Landscape Services

Ms. Sykes reviewed the Independent Contractor Agreement with Schultz Industries for 2022 snow removal and landscape services to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement for \$73,500 with two native mows and three native sprays subject to final review by Director Juhrs.

Update Regarding Lights in the Park

Ms. Sykes noted she has not heard from the lighting installation vendor. Director Nelson has also followed up and has not been able to contact him. Following discussion, upon a motion duly made and seconded, the Board unanimously terminated the contract.

Update Regarding Water Costs

Ms. Murphy provided an updated regarding water costs. No action was taken.

Update Regarding Prairie Dog Removal

Ms. Sykes noted the first treatment was on October 11, 2021 and the second treatment is scheduled for November 15, 2021.

Other Management Matters

Update Regarding Basketball Court

Director Nelson noted the Basketball documents are being drafted this week and asked Ms. Sykes to have the irrigation system located to avoid damage.

Update Regarding Asphalt

Director Nelson noted they need to clean the tar off from decorative concrete areas.

Executive Session

Upon motion of Director Scott, seconded by Director Fresquez, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 6:52 P.M. for the purpose of receiving legal advice on specific legal questions related to a fine waiver request for account 1824283 and account 1845776 pursuant to § 24-6-402(4)(e), C.R.S. determining positions relative to matter that may be subject to negotiations, developing

strategy for negotiations, and instructing negotiators related to a fine waiver request for account 1845776.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of the District's/Districts' attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Boards reconvened in regular session at 7:02 P.M.

Legal Matters

Adoption of Resolution Amending Design Guidelines (Lighting and Decorations)

Ms. Murphy presented the Resolution Amending the Design Guidelines for lighting and decorations to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution subject to changing to allow Christmas decorations from November 21st through January 15th.

Adoption of Resolution Calling May 2022 Election and Designation of Method for Providing Notice of Call for Nominations

Ms. Murphy discussed the method for providing notice of the Call for Nominations for the May 2022 Election with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved to publishing the Call for Nominations in the District newsletter.

Consider Approval of Engagement Letter for Special Legal Counsel for Foreclosure Matters

Ms. Murphy presented the engagement letter for Special Legal Counsel with IDEA Law Group, LLC for Foreclosure Matters to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement letter.

Discussion Regarding Storage of Meeting Recordings

Ms. Murphy presented the storage of meeting records to the Board for discussion. Follow discussion, the Board agreed to keep the recording of the last two meetings on the website and directed Ms. Sykes to send out email communication to residents regarding this.

Consider Adoption of Resolution Regarding Acceptance and Acquisition of Public Improvements (Mainline Underdrain)

Ms. Murphy presented the Resolution Regarding Acceptance and Acquisition of Public Improvements (Mainline Underdrain) to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Other Legal Matters

None

Adjourn

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the 5th day of January, 2022.

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Cundall Farms Metropolitan District, I attended the executive session meeting Cundall Farms Metropolitan District convened at 6:52 P.M. and November 2, 2021 for the sole purpose of legal advice on specific legal questions related to a fine waiver request for account 1824283 and account 1845776 pursuant to § 24-6-402(4)(e), C.R.S. determining positions relative to matter that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to a fine waiver request for account 1845776 as authorized by § 24-6-402(4)(e), further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICE FOR 2022)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 1st day of December, 2021, by and between CUNDALL FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and SCHULTZ INDUSTRIES INCORPORATED, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

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

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 15th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 15th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Cundall Farms Metropolitan District
c/o Advance HOA Management, Inc.
P.O. Box 370390
Denver, Colorado 80237
Attention: Melissa Sykes
Phone: (303) 482-2213
Email: melissa.sykes@advancehoa.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Schultz Industries Incorporated
13451 E. 43rd Drive
Golden, CO 80403
Attention: Joshua Schultz
Phone: (720) 299-5619
Email: josh@schultzindustries.net

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

23. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

24. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

26. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under

this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

27. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

28. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

29. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

30. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

31. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

32. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable

building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work

is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

33. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

34. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
CUNDALL FARMS METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Landscape Maintenance
and Snow Removal Services for 2021 with Schultz Industries Incorporated, dated December 1,
2021*

CONTRACTOR:
SCHULTZ INDUSTRIES INCORPORATED, a
Colorado corporation

Joshua Schultz

JOSHUA SCHULTZ

Printed Name

GENERAL MANAGER

Title

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

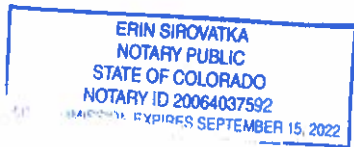
The foregoing instrument was acknowledged before me this 30th day of December, 2021, by Joshua Schultz, as the General Manager of Shultz Industries Incorporated.

Witness my hand and official seal.

My commission expires: 9/15/2022

Erin Sirovatka

Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Landscape Maintenance and Snow Removal Services for 2021 Cundall Farms Metropolitan District, dated December 1, 2021

EXHIBIT A

SCOPE OF SERVICES

Below are the minimum landscape standards that Contractor shall meet. This is not an exclusive list. Contractor is expected to provide all maintenance as reasonably determined by the Board and the District Manager at all times. Items requested may not appear on this list but shall be considered as maintenance within the Scope of Services.

1. Landscaping Maintenance Provider Requirements

A) Staffing

- 1) Contractor will supply a dedicated supervisor.
- 2) Contractor will provide all necessary labor, materials, and equipment to perform the work in accordance with the attached specifications.
- 2) Contractor will supply a certified irrigation technician to inspect and manage the irrigation systems.
- 3) Contractor's staff will, at all times on site, wear clearly marked clothing showing the provider's company logo so that homeowners can identify the contractor's employees.
- 4) Contractor will provide a labor force, which is trained to perform landscape management services of an acceptable standard, consistent with recommended standards of the Professional LandCare Network.
- 5) Weekly maintenance services will be provided March – October, on any assigned week day (Monday through Friday).

B) Services

- 1) Contractor will conform to the specific requirements for landscape maintenance listed in Section II of this Exhibit A entitled "Landscape Maintenance Requirements by Classification".
- 2) Contractor will inspect all maintenance areas on a weekly basis.
- 3) Contractor will maintain weed control (including noxious weeds) throughout the contract term using pre- and post-emergent herbicides, manual weeding, line-trimming and by maintaining healthy turf and desirable plants; including appropriate records for all chemical applications utilizing District-approved forms.

- 4) Contractor will monitor for insect/disease damage and apply treatments as needed following appropriate practices using the most effective and least toxic control methods.
- 5) Contractor will have the capability to replace and/or install new trees, shrubs, perennials, crushed rock or other groundcover at the request of the Community Manager under separate billing.
- 6) Contractor will promptly remove debris, litter and sediment from common area sidewalks and roadways after landscape work or washouts from rain.
- 7) Contractor will maintain a 24-hour emergency contact system in order to respond within 2 hours when needed.
- 8) Contractor will maintain an effective communication program with clients, which includes:
 - a) Meetings with the Community Manager as requested,
 - b) Monthly summary reports of activities,
 - c) Prompt identification of potential problems,
 - d) Proposals for landscaping improvements, plant selection guidance and cost savings,
 - e) Estimated cost proposals for requested projects,
- 9) Contractor will maintain the irrigation systems including the following:
 - a) Develop an annual irrigation schedule,
 - b) Monitor status and settings for the irrigation system,
 - c) Maintain up-to-date record of timer settings for all controllers,
 - d) Adjust risers and sprinkler patterns to optimize coverage,
 - e) Monitor moisture content of soil to adjust watering schedules,
 - f) Monitor effectiveness of drip system on a monthly basis,
 - g) Adjust, replace and/or remove emitters to maximize effectiveness,
 - h) Identify irrigation equipment malfunctions and repair as needed,
 - i) Coordinate irrigation settings with fertilization, aeration, and drainage activities.
- 10) Contractor will respond to unplanned events and damage to landscaping as requested by the Community Manager.

II. Landscape Maintenance Requirements

The Cundall Farms Metropolitan District landscape maintenance areas have been mapped (see **Exhibit A-1**).

A) Class 2: Common Area Irrigation

1) Irrigation Activation

Spring activation of the irrigation system will be activated in March/April. A proposal will be generated to address any major repair work. Upon activation, the system will be set accordingly and will comply with the applicable water district's mandates.

2) Irrigation Winterization

Fall winterization of the irrigation system will occur in October/November, contingent on weather conditions. The system will have forced air injected into the lines and all backflow devices will be shut down to prevent any water from damaging lines during the winter.

3) Weekly Inspections

Weekly monitoring of the irrigation systems will occur throughout the growing period. Programming will be based on the needs of the landscape and will comply with the applicable water district's mandates. Unless notified or restricted by the irrigation system, watering will occur primarily during evening hours. Irrigation repairs will be made, as needed, at an hourly rate. Any one repair exceeding \$500 will require prior approval. Additional requests for repairs outside of the normal weekly visit will be billed accordingly.

4) Water Conservation

To conserve water, irrigation of turf areas shall be regulated to maintain the health of the grass.

B) Lawn Care

1) Mowing is to be completed each week throughout the season on the following schedule:

- a) For April and October all turf areas to be mowed every seven to ten days as necessary.
- b) Mowers will be set at the same level for the entire property. All turf areas will be mowed to approximately 2.5 to 3.5 inches during the growing season. Riding mowers will only be allowed in large open areas.
- c) For May through September all turf areas will be mowed at least every seven days. At the time of winterization, which should occur at the discretion of the contractor, a final mowing and trimming will be done.

2) During extended rainy or dry periods mowing will take place as conditions dictate.

3) All lawn areas of the property are to be completely mowed as follows:

- a) The cutting height will be consistent throughout the property regardless of equipment used.
- b) Except for problems of terrain or other ground conditions, uneven cutting, excessive scalping and inconsistent cutting due to poor equipment are not acceptable.
- c) Clippings should not be caught or removed from lawn area unless they are lying in swaths which may damage the lawn area. Heavy amounts of clippings will be raked and removed from the property at no additional cost to the District.

Clippings shall be removed from all walkways, curbs, steps, decks and streets. At no time may any excess clipping material be left on the property.

- d) Litter and debris on lawn areas shall be removed prior to mowing.
 - e) Areas adjacent to all buildings, signs, fences and lights and other areas inaccessible to mowers shall be line trimmed at the time of mowing so as to present a well-groomed appearance. Line trimmer “scalping” is not acceptable. All areas where tree bark damage may occur must be trimmed by hand.
 - f) Edging of all turf areas along walks and drives will be performed with a steel-bladed edger to maintain a neat appearance.
- 4) Fertilization:
- a) Lawns shall be fertilized as warranted with a commercial fertilizer. The number of treatments will be determined by the type of nitrogen used and the type of turf, but will be at a minimum applied three (3) times per growing season, unless otherwise agreed upon by the District.
 - b) Spreading will be by mechanical cyclone type spreader (hand operated or tractor mounted) with proper overlapping technique to prevent streaking. Adequate cleaning of sidewalks to be accomplished after each fertilization.
- 5) Weed, Disease, and Pest Control:
- a) The Contractor shall provide a complete program for the control of broad leaf weeds (dandelions, crabgrass, etc., including any growing in the cracks of sidewalks and street curbs adjacent to property owned and/or maintained by the District), insects, pests and diseases common to the turf. All turf will receive application of a pre-emergent weed control chemical in accordance with manufacturer’s recommendations.
 - b) The Contractor shall use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf.
 - c) Disease control is minimized through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.
 - d) Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.
 - e) Contractor shall monitor turf for damaging pests and will provide the District with recommended treatment options and associated pricing should pests be discovered.
 - f) During application of chemical controls, the contractor shall notify the District in writing of the application at least 24 hours prior to the work commencing and

shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

6) Shrub and Ground Cover Areas

a) Edging:

i) Ground cover shall be edged as needed to keep within bounds of bedding areas and away from obstacles.

b) Pruning:

i) Contractor shall monitor bed areas for damaging pests and shall provide options for treatments with associated cost. Shrubs are to be monitored for pest and/or disease problems on a regular basis with reports regarding problems and treatment options with associated pricing provided in a timely manner.

ii) Structural pruning of shrubs (flowering varieties excepted) shall be done during the dormant season. Structural pruning shall include the removal of deadwood and the shaping of the shrub to provide for a neat, groomed, attractive appearance. All clipping will be removed from the bed areas and from within, and under the plant material. Structural pruning shall be done in a professional manner to allow for proper growth as specified for the individual shrub.

iii) "Traffic pruning" of shrubs shall be done throughout the growing season. Traffic pruning shall provide a clean, safe walking/driving path throughout the community. Sidewalk areas shall be clear of overhang as is reasonable to provide for a safe, unobstructed walking path. Contractor will trim back any overhang, after the initial pruning, as requested by the District. The initial pruning shrubs will be no later than July 15th. A follow-up pruning of the overall property will be done in late September or early October.

iv) The only exception to this initial pruning will be flowering shrubs which have not yet bloomed or which are in mid-bloom at the time.

v) All trimmings will be removed from the site on the same day they are trimmed. All shrubs will be pruned in accordance with the District's pruning policy. Dead and dying plants, excluding flower beds, will be removed immediately upon written notification to the District from the Contractor and subsequent written approval by the District. The contractor may at the District's approval replace plants of a size, condition and variety acceptable to the District, to be paid for by the District unless due to the negligence of the Contractor. All previous and future replacements authorized by the District, will be fully warranted by the Contractor for one calendar year.

c) Weed, Disease, and Pest Control:

i) Beds will be kept free of broadleaf and grassy weeds, preferably with pre-emergent and/or selective post-emergent contact herbicides or by manual removal (hand-pulling).

ii) Contractor shall monitor shrubs and planting materials for disease and damaging pests and will provide the District with recommended treatment options and their associated costs.

- iii) Disease control options will be presented with associated pricing as needed.
- iv) During application of chemical controls, the contractor shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.
- d) Aeration has been proven to improve water and fertilization penetration to the root zone. It also reduces runoff and assists in conserving water use. All turf areas will be aerated twice a year, once in the Spring, and in the Fall.

C) Tree Care

- 1) Pruning:
 - a) Structural pruning of trees under 20 feet and shall be done as needed. Structural pruning shall include the removal of deadwood and the shaping of the tree to provide for a neat, groomed, attractive appearance. On trees over 20 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. All clippings will be removed from the bed areas and from within, and under the plant material. Structural pruning shall be done in a professional manner to allow for proper growth as specified for the individual tree/shrub.
 - b) "Traffic pruning" of trees shall be done throughout the growing season. Traffic pruning shall provide a clean, safe walking/driving path throughout the community. Sidewalk areas shall be clear of overhang as is reasonable to provide for a safe, unobstructed walking path. Contractor will trim back any overhang, after the initial pruning, as requested by the District. The initial pruning of trees will be no later than July 15th. A follow-up pruning of the overall property will be done in late September or early October.
 - c) All trimmings will be removed from the site on the same day they are trimmed. Trees will be pruned so as to provide a "tree-like" appearance while maintaining proper scaffolding and structural integrity of the trees.
 - d) Damaged, dead or dying trees will be removed by July 15th, except damaged trees or those which constitute health or safety hazards will be pruned or removed at any time of the year as required.
 - e) Fallen leaves will be cleaned up twice per year from all turf and bed areas. Once between April 1st and May 1st and the second time between November 1st and December 1st.
 - f) Dead and dying trees will be removed immediately upon written notification to the District from the Contractor and subsequent written approval by the District. Trees larger than a 4" caliper may require additional costs for removal to be paid for by the District. The contractor may, subject to the District's approval, replace plants of a size, condition and variety acceptable to the District, to be paid for by the District (time and materials) unless due to the negligence of the Contractor. All previous, as may be applicable and future replacements authorized by the District installed by the Contractor, will be fully warranted by the Contractor for one calendar year.
 - g) Staking:

- i) Staking and guying activities will generally apply to newly installed plant materials. If present, stakes and guys will be inspected on an ongoing basis. Removal of stakes and guying material shall be done as necessary, no later than one year following the planting of any tree.
- h) Insect Control:
 - i) During application of chemical controls, the contractor shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.
- j) Tree Wells:
 - i) The Contractor shall provide a unit pricing proposal to the District per tree in the turf areas and otherwise recommended by Contractor to chemically treat and to apply cedar mulch around the base of the tree trunk to provide an aesthetic appeal as well as provide some barrier from mowing equipment. Once approved Contractor is to provide services to maintain weed free as part of this agreement.

D) Wood and Rock Mulched Bed Areas

- 1) Wood or rock mulch areas will be inspected in the beginning of the contract period for areas in need of improvement. If necessary, weeds and grasses shall be hand-pulled or controlled with recommended, legally approved herbicides. In those areas with excessive mulch build up alternatives will be discussed with the District. Wood and rock mulched beds will be evenly distributed and replenished to maintain a neat appearance, with material cost only to be paid by the District.

E) Native Areas

- 1) All Native areas will be mowed in their entirety once per season so long as climate and plant health conditions will allow. Recommendation will be given by Contractor to the District if such activities are not needed. These areas include the access trails owned by the District, as well as the utility trail easements on the east and west boundaries of the property. Contractor will not mow or disturb wetland plants that are considered protected. Beauty banding, or mowing of a single path along all District owned areas abutting to privately owned lots will be done as needed but no less than once a month.

F) Landscape Debris Cleanup

- 1) All landscape areas shall be inspected on days of service and excess landscape debris removed. In-scope sidewalk and curb areas will be kept clean with the use of power operated blowers. Debris cleanup will include pet waste stations and trash cans. Weeds shall be removed from the landscaped areas on a weekly basis to provide a weed-free landscape, using either chemical or manual means. Weeds in paved areas, including sidewalks shall be included in the weed control program. Cleanup of debris caused by vandalism, dumping, improperly contained

dumpsters, or acts of God are not covered under this agreement and will be billed on a time and materials basis upon approval of the District.

Additional Provisions

During the growing season, the Contractor will employ approximately 140 employees. During the winter season, the Contractor will employ approximately 105 full time employees and 25 part time employees. The Contractor does not use third-party staffing services (day labor) or rely on the federal H2B guest worker program.

The Contractor projects the following number of employees to manage the District:

- Weekly mowing crew will be 4 employees
- Weekly sprinkler check crew will be 1-2 irrigation technicians
- Native mowing crew will be 3 employees
- Fertilizers and chemicals will be applied by 1 certified chemical applicator
- Tree pruning will be done by 1-2 certified arborist
- Shrub pruning will be done by a crew of 3 employees.

Contractor shall provide the District with a task calendar that explains when each task will be done while this Agreement is in effect. Once approved by the Board of Directors this calendar will be followed.

An account manager will be assigned to manage the District. That manager will act as the point of contact and ensure every tasks is being completed during their weekly visit to the property.

Frequency of Services

Service	Amount Occurs
Weekly Mowing	26
Bi-Weekly Edging	13
Weekly Weed Control	26
Native Mowing	3
Spring Aeration	1
Fertilization/Weed Control	3
Shrub Prune – Spring	1
Shrub Prune- Fall	1
Tree Pruning	1
Tree Rings	1
Spring Clean-Up	1
Fall Clean-Up	2
Irrigation System Activation	1
Irrigation System Winterization	1
Weekly Irrigation System Inspections	26
Litter pick up – landscaped areas including pet waste stations	52

III. Snow Removal Requirements

The Cundall Farms Metropolitan District snow removal areas have been mapped (see **Exhibit A-1**).

- A) Provide snow removal on an hourly basis. Payment for snow removal will be made within sixty (6) days of billing set forth **Exhibit B**.
- B) **Sidewalk Requirements.** If snowfall is **FOUR (4)** inches or more, sidewalks, and mail kiosk areas, if any, will be cleared. When clearing sidewalks, the emphasis will be upon providing a means of getting to and from homes. All sidewalks will be cleared as per map. Snowmelt will be applied, as necessary, to assure a safe walking surface. Snowmelt material used will be of a non-corrosive type, which will not cause damage to concrete, asphalt, or sod. The Contractor is expected to be familiar with the sidewalk layout.
- C) **Cost Effectiveness Efficiency.** Snow will be piled in locations, which are agreed upon by the District Manager and Contractor. Snow will not be piled in locations that would impede drainage or block accessibility to areas that are vital to the District. The Contractor will remove snow in the most efficient manner possible. Snow will not be piled or furrowed behind parked cars, in front of garage doors, on or in front of driveway.
- D) **Communication.** The Contractor will inform the District Manager as early as possible of their anticipated snow removal commencement and completion times and will report again once snow removal is finally completed.

EXHIBIT A-1

LANDSCAPE MAINTENANCE AREA MAP/SNOW REMOVAL MAP

EXHIBIT B

COMPENSATION SCHEDULE

COST FOR LANDSCAPING SERVICES

Contractor shall perform all landscaping Services for a total annual cost of **\$73,500.00**, which shall be billed in twelve equal installments of **\$6,125.00**.

ADDITIONAL HOURLY LABOR RATES

Additional Hourly Labor Rates are set forth below, which shall be charged for work outside the scope of this Agreement:

General Labor (Hourly)	\$45.00
Supervisor (Hourly)	\$60.00
Irrigation Tech (Hourly)	\$65.00
Emergency Request (Per)	\$130.00/hour
Certified Master Arborist (Hourly)	\$75.00
Certified Landscape Technician (Hourly)	\$60.00
Qualified Pesticide Applicator	\$65.00
ISA Certified Arborist – Inspections	\$75.00
Native mowing (Hourly)	\$85.00

SNOW REMOVAL RATES

Truck with plow	\$105.00/hour
ATV with plow	\$95.00/hour
Hand Shovel	\$65.00/hour
Ice Melt Application	\$65.00/hour
Ice Melt Material	\$0.75 per pound
1 yard loader	\$175.00 per hour
Ice Slicer Application	\$125.00 per hour
Ice Sliver Material	\$195.00 per ton

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Schultz Industries, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.

13451 W. 43rd Dr.

6 City, state, and ZIP code

Golden, CO. 80403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

OR

Employer identification number									
8	4	-	1	1	3	1	2	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 9/24/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Network Insurance Services, LLC 7076 S Alton Way Bldg G-1 Centennial CO 80112	CONTACT NAME: PHONE (A/C, No, Ext): 303-805-5000		FAX (A/C, No): 303-708-0202	
	E-MAIL ADDRESS: Certificates@thinkNIS.com			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURED Schultz Industries, Inc. 13451 W. 43rd Drive Golden CO 80403	SCHUL31		INSURER A : Continental Western Ins Group	10804
			INSURER B : Pinnacle Assurance of CO	41190
			INSURER C : Westchester Surplus Lines Ins	10172
			INSURER D :	
			INSURER E :	
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 526465367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CPA2710653	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPA2710653	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CPA2710653	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4117912	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			CPA2710653	10/1/2021	10/1/2022	\$25,000 Limit	\$1,000 Deductible
A	Leased/Rent Equipment			CPA2710653	10/1/2021	10/1/2022	\$225,000 Limit	\$1,000 Deductible
C	Pollution Liability	Y	Y	G24292071-010	10/1/2021	10/1/2022	\$2,000,000/\$1,000,000	\$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cundall Farms Metropolitan District
c/o Advance HOA Management
P.O. Box 370390
Denver CO 80237

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS: AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured(s)

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” performed for that additional insured and included in the “products-completed operations hazard”.
2. The insurance afforded to such additional insured(s) described in Paragraph 1. above is subject to each of the following additional provisions:
 - a. The coverage provided to the additional insured by this endorsement does not apply to “bodily injury” or “property damage” beyond:
 - (1) The period of time required by the written contract or written agreement described in Paragraph 1. above, or 10 years from the date of the completion of “your work” described in Paragraph 1. above, whichever is less; or
 - (2) Two years from the date of the completion of “your work” described in Paragraph 1. above, if the written contract or written agreement does not specify the period of time.
 - b. The insurance afforded to the additional insured(s) only applies to the extent permitted by law.

- c. The written contract or written agreement must have been executed prior to when the “bodily injury” or “property damage” occurs.

- d. The following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

- (1) Required by the written contract or written agreement described in Paragraph 1. above; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations of this policy or coverage part;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this policy or coverage part.

B. Professional Liability Exclusion

With respect to coverage provided by this endorsement, the following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to “bodily injury” or “property damage” arising out of:

Professional Liability

Having rendered or having failed to render any professional architectural, engineering or surveying services, including:

1. The preparation, approval, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Duties In Event Of Occurrence, Claim Or Suit

With respect to the coverage provided by this endorsement, the following replaces Paragraphs 2.a. and 2.b. of **Section IV – Commercial General Liability Conditions**:

a. You and any additional insured must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
 - (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- (ii) "Bodily injury" or "property damage" occurring after:

- (1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company; or

- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and

- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

- 1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations, is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$100,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage:**

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5.** Other Insurance of **B. General Conditions** under Section **IV – Business Auto Conditions:**

- a. The following is added to Paragraph **5.a.:**

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II - Covered Autos Liability Coverage** is deleted in its entirety.

7. The definition of "insured contract" under Section **V – Definitions** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section **III – Physical Damage Coverage**, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

1. In Section III – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:
 - a. Global positioning systems; or
 - b. “Telematics devices”;which are not:
 - (1) Permanently installed in or upon the covered "auto";
 - (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - (3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;
 - (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
2. In the event of a “loss” to a covered “auto”, the most we will pay for “loss” to global positioning systems and “telematics devices” in any one covered “auto” is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of loss;
 - b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500
3. For each covered “loss”, a deductible of \$100 shall apply.

“Telematics Devices” include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or “telematics devices” for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section III – Physical Damage Coverage is increased to \$2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.:**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured of Section II – Covered Autos Liability Coverage:**

For any covered “auto”;

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an “insured” under any other automobile policy or would be an “insured” under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an “insured” under any other automobile policy or would be an “insured” under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to “bodily injury”, “property damage”, expense or “loss” that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered “auto” extends to “loss” to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each “loss” to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged property; or
- (2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSURED

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I. EMPLOYEES AS INSURED**, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable “travel reimbursement expenses” incurred by a “family member” or “designated representatives”, of an “insured” or passenger for travel to visit that “insured” or passenger who was injured in an “accident” involving a covered “auto”, subject to the following conditions:

1. Regardless of the number of traveling “family members” or “designated representatives”, injured “insureds” or passengers, claims made or vehicles involved in the “accident”, the most we will pay for all “travel reimbursement expenses” resulting from any one “accident” is \$ 2,500.
2. Travel must be to visit the injured party at the hospital to which such “insured” has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the \$2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals, and parking for each “family member” or “designated representatives” is \$200 per day.
4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents

per mile for the actual miles driven.

5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **FELLOW EMPLOYEE COVERAGE** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage:**

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR – NO DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the

amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

- b. No deductible will apply to "loss" caused by fire or lightning.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions, Paragraph A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions, Condition B.7.**, paragraph b.(5) is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Paragraph C. **Limit of Insurance** provision of **Section III – Physical Damage Coverage**:

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

- 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
- 2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following;
 - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - 2. 45 days.
- 3. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

(2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

- 4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

- 1. Currency, coins, securities or
- 2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage**, paragraph **A.2.**:

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph **D.** under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization for whom you are performing operations, when you & such person or organization have agreed in writing, in a contract or agreement that such a waiver shall exist

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NCCI #: WC000313B
Policy #: 4117912

Schultz Industries Inc
13451 W 43rd Drive
Golden, CO 80403

Network Insurance Services, LLC-
P O Box 910
Castle Rock, CO 80104
(303) 708-9999

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 27, 2021 Expires on: October 1, 2022
Pinnacol Assurance has issued this endorsement September 27, 2021

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SCHULTZ INDUSTRIES INCORPORATED

is a

Corporation

formed or registered on 01/04/1990 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19901000773 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/01/2021 that have been posted, and by documents delivered to this office electronically through 12/03/2021 @ 12:00:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/03/2021 @ 12:00:56 in accordance with applicable law. This certificate is assigned Confirmation Number 13626978 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

December 7, 2021

Ms. Melissa Sykes
Advance HOA Management, Inc.
PO Box 370390
Denver, CO 80237

SUBJECT: PROPOSAL FOR ENGINEERING STUDY

Dear Ms. Sykes,

Thank you for contacting Merrick & Company (Engineer), and for the opportunity to provide a proposal for Cundall Farms Metropolitan District (Owner). Merrick & Company has conducted an initial review of the site, spoke with Mr. Schultz of Schultz Industries, and reviewed the record drawings provided. The initial diagnosis of the site is that there is an issue with the as-built grading, resulting in water retention, rather than the water drainage to Big Dry Creek as originally designed. To address this issue, Merrick & Company recommends a two phased approach:

Phase 1 – Engineering Study – This phase would entail an in-person site visit by the Engineer, full survey of the area, development of a report to codify findings, and an alternatives presentation to the Owner.

Phase 2 – Design, Bid, Construct – Following the completion of Phase 1, the Engineer would design the selected alternative, lead the Owner through bidding, and provide observation, quality assurance, and quality control during construction.

There is a significant amount of unknown with this project. An Engineering Study with alternatives analysis will help to identify the true *root-cause* for the drainage issues and help ensure that the *right* solution can be designed and constructed. The following scope and cost summaries listed herein are only for **Phase 1 – Engineering Study**. Scope and Cost summaries for **Phase 2 – Design, Bid, and Construct** would be provided at a later date, when a proper Engineering Study is completed, and accurate estimates could be assessed.

SCOPE SUMMARY – PHASE 1 – ENGINEERING STUDY:

- (1) **Site visit and initial field report** – The Engineer will walk the site and surrounding area, take photos and measurements, and develop an initial report documenting findings and possible root causes of drainage issues.
- (2) **Record review and analysis** – The Engineer will review of record drawings, grading plan(s), flood plain permits, flood plain jurisdiction, and local permitting requirements.
- (3) **Site Survey** – The Engineer will dispatch a 2-person field crew to survey the area and develop a scaled drawing with as-built elevation and topographic data.
- (4) **Engineering Study Report** – The Engineer will develop a report that will codify all pertinent information discovered under scope items (1) – (3) above and detail the suspected root causes of the drainage water issues at the site.
- (5) **Alternative’s presentation and recommendation** – The Engineer will develop alternatives to solve the surface water drainage issues at the site and present these

Employee Owned



5970 Greenwood Plaza Blvd
Greenwood Village, CO 80111



Tel: +1 303-751-0741



hello@merrick.com
www.merrick.com

alternatives to the Owner, along with an opinion of probable cost for each alternative and the Engineer's recommendation.

COST SUMMARY – PHASE 1 – ENGINEERING STUDY:

Item:	Cost (\$):
Project Management, QA/QC, Investigation, Expenses	\$3,654.00
Site Survey	\$3,703.00
Engineering Study Report & Alternatives Development	\$2,422.00
Total:	\$9,779.00

**Time and materials estimated*

SCHEDULE SUMMARY – PHASE 1 – ENGINEERING STUDY:

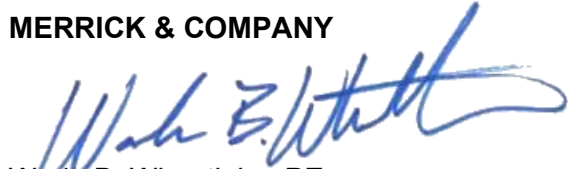
The Engineer will begin the work as soon as possible after receiving the Notice to Proceed (NTP). The expected period of performance for Phase 1 is eighty (80) calendar days.

CLOSING:

Thank you again for contacting Merrick & Company and for the opportunity to provide a proposal for Cundall Farms Metropolitan District. If you have any further questions, please contact Wade Wheatlake at 303-353-3683 or by email at wade.wheatlake@merrick.com.

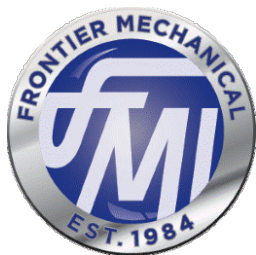
Respectfully,

MERRICK & COMPANY



Wade B. Wheatlake, PE
Project Manager





FRONTIER MECHANICAL, INC.
2771 W. MANSFIELD AVENUE
ENGLEWOOD, CO 80110

(303) 806-5400 Phone
(720) 881-3070 Fax

PROPOSAL

To: Trailside HOA Thornton, CO.

ATTN: Mr. Darren Preston
15887 Clayton St.
Thornton, CO. 80602

PHONE:

DATE: 12-10-2021

JOB NAME/LOCATION:

Trailside HOA

FAX/ EMAIL:

QUOTE #: 121021.01

We hereby submit specifications and estimates for:

RE: Trailside HOA lighting upgrades

This proposal includes the following scope of work:

Eastside HOA pedestrian pathway lighting

1. Take 13 existing mercury vapor pedestrian sidewalk pathway way light pole top fixture down and replace them with New 100-watt LED pole top fixture head with top mounted photocell. LED Lighting Solutions sku: cstv100

Total price \$4627.16 acceptance initials _____

Canopy at Park

1. Take down existing light fixture and replace it with a new 65-watt LED slim canopy surface mounted light fixture. Surface mount new light fixture in center of canopy and Extend existing power feed to fixture.

LED Lighting Solutions sku: ccsq065

Total Price \$450.00 acceptance initials _____

Park Area Pole Lighting

1. Take 8 existing pole light fixture internal magnetic ballasts components out of light fixture housings and retrofit a new 240-watt LED driver and diode 5k in color into light fixture housing.

LED Light Expert sku: 38-134

Total Price \$4314.88 acceptance initials _____

Trailside monument sign

1. Install (2) in use weatherproof single gang duplex receptacle outlets one per each side of Trailside Monument sign on York street and highway 7 intersection. Hand dig trench to nearest light fixture for power tap to new gfci protected receptacle.

Total Price \$1800.00 acceptance initials _____

Work to be completed during normal business hours 7 am – 5 pm Monday through Friday.

Exclusions: Anything not mentioned above / also does not include after hours

Part ETA –

Thank you for the opportunity to submit this proposal

We propose to furnish material and labor complete in accordance with the above specifications, for the sum of:
to be determined based upon the sum of work accepted

Payment to be made as follows: Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Authorized

Signature Efrain Cordova

Efrain Cordova
Electrical Department

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Date of Acceptance: _____



"Committed to providing the BEST service", Micah Bailey - Owner

December 14, 2021

Proposal submitted to:

Contact Name	Paula Jurhs
Company	Cundall Farms Metro District
Address	Trailside Community Park
City, State ZIP	Thornton, CO 80602

Contact Information:

Micah Bailey, Owner
 BEST Lighting & Electrical Services, LLC
 3879 E 120th Ave #289
 Thornton, CO 80233
 Bestlighting.mb@gmail.com

Work to be performed: Replace 8-150 watt MB H.P.S lamps in the pole lights in the community central park at Trailside. Clean fixture lens and test for proper operation. Price includes replacing the pole light fixture lamps and fixture cleanings only. *If there are any internal ballasts that need replaced then the price is subject to change at a cost of \$195.00 installed for each ballast that may need replaced*.

Proposed costs:

Materials:	\$320.00
Service:	\$525.00
Tax:	\$24.96
Total:	\$869.96

Payment Terms: Due upon completion.

Upon completion BEST Lighting & Electrical Services, LLC. proposes to provide material and labor for the services outlined above. BEST also proposes to complete said services in a timely manner being excused for any delays beyond this company's control. BEST carries workers compensation, property damage, and personal liability insurance's.

ACCEPTANCE OF PROPOSAL: Customer agrees that the above stated terms, prices and extra charges stated within this Agreement are satisfactory and are hereby accepted. BEST is authorized to perform the work specified within this Agreement. Materials installed remain the property of BEST until paid in full. Payment for work performed will be made as stated within this agreement. This proposal may be withdrawn by BEST if not accepted within 30 days of submittal date.

ALL PAST DUE INVOICES will be charged 1.5% per month, a late fee, and customer will pay all attorney's fees and costs incurred in obtaining performance under this Agreement.

Authorized Signature: *Micah Bailey*

Date: 12/15/21

November 5, 2021

Cundall Farms Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Cundall Farms Metropolitan District (“Client”) for the year ended December 31, 2021. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5,100. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended [December 31, 2021](#), and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Partner

Greg Livin will be your audit engagement partner.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Illegal Aliens

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Wipfli LLP does not knowingly employ or contract with an illegal alien to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Wipfli LLP shall:
 - (i) notify the subcontractor and the District within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

Wipfli LLP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: **CUNDALL FARMS METROPOLITAN DISTRICT**

By: _____

(Print Name and Title)

Date: _____

GHL/tp
Enc.

Cc: David Scott, Board of Directors

Wipfli LLP
Engagement Letter
Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

If, during the course of Wipfli’s engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of

Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

For additional information related to client personal information, please see Wipfli’s Privacy Statement located at www.wipfli.com/privacy-statement.

Wipfli LLP
Engagement Letter
Terms and Conditions – Attest Engagements

8. Wipfli Owners

Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all information provided or developed throughout the duration of this engagement. Any use of this material, other than for the stated purposes in this Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

10. Governing Law

All agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

11. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

13. Termination

An Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in an Engagement Letter (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of an Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement, at our discretion, if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

14. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

MANAGEMENT REPORT

Report Date: **January, 2022**

Community: **Cundall Farms Metro District**

Community Website: <https://cfmd.co/>

<p>Meetings Schedule: Bi-Monthly – First Tuesday</p> <p>Operations Fee: \$47.00/month</p>	<p>Board term: 5 members</p> <p><u>Vice President Term Expires 5/2023:</u> Reuben Maes: reuben.maes@cfmd.co</p> <p><u>Member at Large Term Expires 5/2023:</u> Bradley Nelson bnelsonco158@gmail.com</p> <p><u>Secretary Term Expires 5/2022:</u> Darren Fresquez darrendfresquez@msn.com</p> <p><u>Director at Large Term Expires 5/2022:</u> Paula Juhrs</p> <p><u>President/Treasurer Term Expires 5/2022:</u> David Scott david@cfmd.co</p>
<p>Insurance: Expires 12/31/2022</p>	<p>Total Units: 362</p>
<p>District Services: Trash, Common Area Landscape Maintenance, Snow Removal on common area sidewalks, Pet Stations</p>	<p>Dates to Note: Irrigation turn on: April 15, 2022</p>

Design Reviews: Reuben Maes (BOD) and Judy Poor and David Stribling (homeowners) will be reviewer with assistance of Advance as of 8/3/21.

KB Homes/City of Thornton concrete project contacts:

DINS Services – contractor: admin@dinsservices.com

PM – Andy Laycock: andy@ascentld.com; 970-556-5858

KB Homes - Morris Barbera: mbarbera@kbhome.com; 303-232-1130

Current Projects / Action Items

PROJECT	STATUS
<p>Grading in Open Space on East end of Saint Paul St homes</p>	<p>5/13: Received email from owner at 15932 Saint Paul St about standing water in open space behind home. Sent to Schultz for review and repair advice.</p> <p>5/19: Received email from Schultz about open space. Needs civil plans.</p> <p>5/24: Sent plans to Schultz, needs regraded to comply with plans.</p> <p>7/2: To be discuss at July Board meeting.</p> <p>7/12: Megan to obtain proposals for costs of engineer report.</p> <p>8/3: Obtain proposals from engineers for cost of report.</p> <p>9/7: Megan advised vendors declined to work on this project due to not having availability.</p> <p>10/19: Provided as builds to Merrick via email.</p> <p>12/7: Sent engineer proposal to Board for review.</p> <p>12/17: Included in January 4, 2022 board packet.</p>
<p>Playground Inspection</p>	<p>1/5: Need proposals for 2021 playground inspections.</p> <p>1/6: Megan Murphy provided contacts for Colorado Playground Inspections LLC and Playground Safety Solutions. Melissa requested proposals from Playground Inspections LLC, left VM for Playground Safety Solutions.</p> <p>1/13: Received call back from Playground Safety Solutions. Sent email with community park location information and community map for proposal. Proposal received.</p> <p>2/5: Playground Safety Solutions - Requested updated proposal for contract cost for 4 or more inspections per year, detailed information on what exactly is done for the inspection and what the current inspection standards are now. Second proposal request from Rocky Mountain Playground Services.</p> <p>2/24: RMPS provided email with addl info. and agreement.</p> <p>3/2: Playground Solutions can do impact testing, recommends 1 inspection per year.</p>
<p>Irrigation</p>	<p>Need to obtain proposals for irrigation audit?</p> <p>1/5: Melissa to meet with Schultz/DINS in Spring for necessary irrigation repairs needed due to concrete work that was completed.</p> <p>Megan Murphy with WBA to provide contacts to Melissa for irrigation smart system proposals.</p> <p>1/6: Megan provided contact information for ET Irrigation; proposal requested. Melissa requested recommendations from Schultz.</p> <p>2/4: Received proposal from ET Irrigation for irrigation assessment.</p> <p>2/23: Contacted Irv with Aqua Corp to discuss project. Sent maps/specs for his review.</p> <p>3/2: BOD approved assessment with ET Irrigation.</p> <p>3/8: Received proposal with signature line.</p> <p>4/27: Emailed ET Irrigation on status of report, not available for May meeting but will be for June.</p> <p>6/4: Irrigation report not yet provided by ET Irrigation.</p>

<p>Electrical Outlet at Entry</p>	<p>2/22: The Social Committee has requested status of adding electrical outlets at the entry for additional holiday lighting: In the past it has been proposed to get electricity at the Trailside Sign on the corner of Hwy 7 and York, which would be used to decorate for the holidays. We are proud of our neighborhood and would like the opportunity like so many neighborhoods around us to decorate for the holidays. Can you let our committee know what the status of this request is?</p> <p>3/2: Megan to provide Melissa with RFP from prior proposal to send out for new proposals.</p> <p>4/23: Received prior proposal from Thunderbird Lighting from Megan. Reached out to Thunderbird Lighting, Radiant Lighting and Skyline Lighting & Electrical for park light repairs and monument entry outlet for holiday lighting.</p> <p>5/4: Heard from Skyline Lighting to set up meeting for walk of community lights for proposal.</p> <p>5/5: Met with Skyline Lighting for repair proposal.</p> <p>5/13: Sent main park lighting plans to Skyline Electrical for review.</p> <p>5/14: Requested pole lights at park and along path be fixed.</p> <p>5/18: Requested COI and W9 for Skyline Lighting for repairs to park pole lights.</p> <p>5/24: Received COI and W9 for Skyline.</p> <p>5/25: Requested repairs of park and path pole lights from Skyline.</p> <p>5/25: Heard back from Radiant Lighting: to provide estimate they need an NTE for investigation to locate source with suggestions to replace with LED.</p> <p>6/8: Requested update on repairs from Skyline.</p> <p>6/8: New vendor selected by BOD at meeting: Blue Star Energy.</p> <p>6/15: Moved to Lightning Mobile Electric due to unavailability for Blue Star Electric.</p> <p>6/23: Received signed contract from Lightning Mobile Electric. Requested timeline for completion.</p> <p>7/2: Requested update on ETA for repairs. From Mark: <i>I received our bid from Alyssa to sign it digitally. We need to have that signed by one of your representatives and we can order materials.</i></p> <p><i>We will be sending a truck out early next week to verify the base of the lamps, (medium or mogul), that are currently installed as this is unknown as of now. Once we verify, we will order the materials and return once they arrive to install. I will make sure to keep you in the loop with lead time on materials once ordered. We can schedule within a couple of days after receiving the material.</i></p> <p>7/12: Requested update.</p> <p>7/14: From contractor: <i>I went ahead and ordered the materials. They should be here by the end of the week hopefully. Our manufacturer has not issued tracking on parts as of yet</i></p> <p>7/28: Requested status from Mark.</p> <p>8/30: Sent email and left VM requesting an update. Mark called back. Tracking shows materials to arrive by the end of this week, install after Labor Day.</p> <p>9/7: Req'd update.</p> <p>9/21: Req'd update.</p> <p>9/24: Req'd update.</p> <p>10/4: Brad is going to attempt to contact, possibly ask WBA to reach out as well.</p> <p>12/15: Emailed board proposal from Best Lighting & Electrical Services for \$869.96. Approved same day.</p> <p>12/16: Received signed proposal from David, sent to Paula for contractor.</p>
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Tree Claim	<p>5/24: Received update from Darren for phase 1-3: <u>Phase 1</u> 1st green Colorado to plant thirteen large pine trees, ranging from fifteen feet to eleven feet tall. <u>Phase 2</u> Tree Farm, replacing 170 dead trees thought the subdivision. <u>Phase 3</u> James's nursery, purchase will add an additional 95 trees and 20 grasses. Spices and size are contained in the order acknowledgement pricing attachment. Need to get payment issued to secure product. This is a wholesale purchase with whole sale pricing. 5/25: Received phase three planting plan. 6/3: Emailed Darren to ask about pile of dirt at well site, he is aware and has two options for Board review. 7/2: Project continues to move forward. Next step is shrub replacements.</p>
Landscape	<p>2021 landscape season questions/comments/concerns from the Board/Owners: None yet. 4/12: Schultz is going to activate irrigation for inspection and repairs on 4/15, weather permitting.</p>
Trailside Patio Homes HOA Board	<p>8/17: Reuben would like to close the communication gap between the Metro District and the Patio Home Board. I asked Adam Thompson to provide me with the contact information for the manager for the Patio homes as Metco maintains the landscaping, contact provided: Denise Haas@ 5150 Community Management; 720-961-5150; denise@5150cm.com 10/8: David sent email to Board regarding conversation with Denise at 5150. I provided contact information for two Board members to Kathy.</p>

Current Contracts

Service	Company	Rate	Expiration	Termination Clause
Audit / Tax Prep			annual engagement	n/a
Insurance	McGriff, Seibels & Williams, Inc.		12/31/2022	n/a
Landscaping	Schultz		12/31/2022	30 days
Pet Waste Removal	Schultz		12/31/2022	
Snow Removal	Schultz		12/31/2022	30 days
Trash Removal	City of Thornton	Billed to Homeowners through their utility billing	None	N/A
Legal Services	White Bear Ankele Tanka & Waldron			
Management	Advance HOA Management	\$1560 / month	Auto renew	30 days
Accounting	Clifton Larson Allen LLP			

PAUL C. RUFLEN, P.C.

ATTORNEY AT LAW

3900 East Mexico Avenue
Suite 300
Denver, Colorado 80210

Telephone 720.506.9230
paul@ruffienlaw.com

FEE AGREEMENT

This Fee Agreement ("Agreement") is between Paul C. Ruffien, P.C. ("Law Firm") and Cundall Farms Metropolitan District ("Client").

Client has requested Law Firm to serve as general counsel. To avoid misunderstanding, Client and Law Firm wish to formalize their agreement regarding fees and representation of Client by this written Agreement.

THEREFORE, Client and Law Firm agree as follows:

A. Client agrees to pay the Law Firm for its services. Client acknowledges the factors considered by the Law Firm in determining its fees are: the time involved, difficulties encountered, skill required to perform the legal service properly, responsibility of the Law Firm, familiarity with the area of law involved, time limitation imposed by the Client or the circumstances, amount involved and results obtained. Law Firm makes no warranty as to the adequacy of service rendered by other attorneys.

B. The Law Firm agrees to perform any and all legal services pursuant to this fee agreement faithfully and with due diligence. It is expressly understood there are no guarantees as to the outcome of any matter handled by the Law Firm.

C. Client agrees to pay a per hour fee as set forth below for all work done by the Law Firm and its staff.

a)	Paul C. Ruffien	\$400.00
b)	Contract associate attorney	\$300.00
c)	Contract paralegal (litigation)	\$200.00
d)	Contract paralegal (general)	\$150.00

The above-referenced rates are subject to change at Law Firm's discretion. Additional charges would include, among other items, online and access fees for computer database research in excess of flat-rate charges normally incurred by the firm, court filing fees (including computer filing charges), service of process costs, court reporter fees, expert fees, extraordinary travel and lodging. The Client will receive an itemized statement showing the work that the Law Firm has done and all of the costs incurred on the account each month.

D. This Contract shall be binding upon the Client and the Law Firm, and their legal representatives, successors and assigns.

E. This Contract shall be construed and governed by the laws of the State of Colorado.

F. Client acknowledges reading and signing this Contract and receiving a copy.

G. Client acknowledges the Law Firm may withdraw from representation in this matter at any time if: client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law; client insists that the Law Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; by other conduct render it unreasonably difficult for the Law Firm to carry out its employment; client insists that the Law Firm engage in conduct that is contrary to the judgment and advice of the Law Firm; or deliberately disregards an agreement or obligation to the Law Firm as to expenses or fees for services rendered. In the event of withdrawal from employment the Law Firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client including giving due notice to the Client, allowing reasonable time for employment of other counsel, and delivering all papers and properties to which Client is entitled.

H. Law Firm acknowledges that Client may terminate its services at any time and for any reason. Client agrees that it shall pay Law Firm all amounts then owing as of the date of termination.

DATED this ____ day of December 2021.

CUNDALL FARMS METROPOLITAN DISTRICT

By: _____
Board President

PAUL C. RUFLEN, P.C.

By: _____
Paul C. Rufen