

TALLYN’S REACH AUTHORITY
 TALLYN’S REACH METROPOLITAN DISTRICT NOS. 2 AND 3
www.TallynsReachMetroDistrict.com

NOTICE OF JOINT SPECIAL MEETING AND AGENDA

DATE: June 6, 2022
TIME: 4:00 p.m.
LOCATION: **VIA TELECONFERENCE**

ACCESS: You can attend the meetings in any of the following ways:

1. To attend via Microsoft Teams Videoconference use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTUwOGNiZWItN2U0Ny00ZThmLTg3NzMtNzQ4MzhiZTMzNjEz%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

2. To attend via telephone, dial 1-720-547-5281 and enter the following additional information:
Phone Conference ID: 348 662 097#

| AUTHORITY: Board of Directors | Office | Term Expires |
|--------------------------------------|----------------------------------|---------------------|
| David Patterson | President | May 2023 |
| BJ Pell | Vice Pres. / Assistant Secretary | May 2025 |
| Harry Yosten | Treasurer | May 2025 |
| Mike Dell’Orfano | Assistant Secretary | May 2025 |
| Brian Crandall | Assistant Secretary | May 2023 |

| DISTRICT 2: Board of Directors | Office | Term Expires |
|---------------------------------------|----------------------------|---------------------|
| BJ Pell | President | May 2025 |
| William Barcus | Vice President / Treasurer | May 2025 |
| Brian Baisch | Secretary | May 2025 |
| VACANT | Assistant Secretary | May 2023 |
| VACANT | Assistant Secretary | May 2023 |

| DISTRICT 3: Board of Directors | Office | Term Expires |
|---------------------------------------|----------------------------|---------------------|
| Mike Dell’Orfano | President | May 2025 |
| Harry Yosten | Vice President / Treasurer | May 2025 |

| | | |
|-----------------|---------------------|----------|
| David Patterson | Secretary | May 2023 |
| Julie Huygen | Assistant Secretary | May 2025 |
| Brian Crandall | Assistant Secretary | May 2023 |

Note: For ease and presentation, the Tallyn’s Reach Authority (as the “Authority”), and the Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “District,” and collectively, the “Districts”) will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts (“Board”) will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public comment.

Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.

II. CONSENT AGENDA

- A. **Authority, MDs 2 & 3:** Approval of Minutes of Joint Special Meeting of April 19, 2022 (enclosure).
- B. **Authority & MD 3:** Approval of Minutes of Joint Special Meeting of May 4, 2022 (enclosure).
- C. **Authority:** Agreements to be ratified:
 - a. Independent Contractor Agreement with Axiom of Purpose for strategic communication services, dated May 18, 2022 (enclosure).
 - b. Independent Contractor Agreement with Colorado Designscapes, Inc. for landscape improvements, cobble and entry monuments, dated April 19, 2022 (enclosure).
 - c. Independent Contractor Agreement with Brightview Landscape Services, Inc. for median landscape planting, dated March 3, 2022 (enclosure).
 - d. Independent Contractor Agreement with Brightview Landscape Services, Inc. for Briarwood entry monument renovation, dated May 18, 2022 (enclosure).
 - e. Independent Contractor Agreement with Colorado Stoneworks LLC for monument installation, dated May 18, 2022 (enclosure).
 - f. Independent Contractor Agreement with American Awning Co. for pool shade structure, dated May 10, 2022 (enclosure).

- g. Independent Contractor Agreement with IMEG Corp. for roadway pavement assessment, dated May 10, 2022 (enclosure).
- h. Independent Contractor Agreement with Brown Brothers Asphalt and Concrete, LLC, for pool deck concrete repair, dated May 10, 2022 (enclosure).

III. LEGAL MATTERS

- A. **MD 2:** Consider Adoption of Resolution Initiating Consolidation (enclosure).
- B. **MD 3:** Consider Adoption of Resolution Concurring with Consolidation (enclosure).
- C. **MDs 2 & 3:** Consider November 2022 Ballot options (enclosure).
- D. **MDs 2 & 3:** Consider Adoption of Joint Resolution Calling Election (enclosure).
- E. **Authority:** Update on CORA Request.

IV. OTHER MATTERS

- A. **Authority:** Next regular Board meeting – July 19, 2022 at 6:00 p.m.
- B. **MDs 2 and 3:** Next regular Board meeting – November 15, 2022 at 5:30 p.m.

V. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for July 19, 2022 at 6:00 p.m.
MDs 2 and 3 - The next regular meeting is scheduled for November 15, 2022 at 5:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY AND
TALLYN'S REACH METROPOLITAN DISTRICT NOS. 2 AND 3
HELD
APRIL 19, 2022

A joint special meeting of the Board of Directors of the Tallyn's Reach Authority, and Tallyn's Reach Metropolitan District Nos. 2 and 3 (referred to hereafter as the "Board" and/or "Boards") was convened on Tuesday, April 19, 2022, at 6:00 p.m. This Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

David Patterson, President
BJ Pell, Vice-President/Assistant Secretary
Harry Yosten, Treasurer
Mike Dell'Orfano, Assistant Secretary

Director Craig Wagner was absent.

Directors in Attendance for MD 2:

BJ Pell, President
William Barcus, Vice President/Treasurer
Brian Baisch, Secretary

Directors in Attendance for MD 3:

Mike Dell'Orfano, President
Harry Yosten, Vice President/Treasurer
David Patterson, Secretary
Brian Crandall, Assistant Secretary

Director Craig Wagner was absent.

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Denise Denslow, Nic Carlson, Shelby Clymer, and Terri Boroviak;
CliftonLarsonAllen LLP ("CLA")

Public in Attendance:

Julie Andersen, Julie Huygen, John Portwood, Art Lehl, and Derek Stephens.

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 6:01 p.m.

Agenda: Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Board approved the Agenda, as amended, and excused the absence of Director Wagner.

RECORD OF PROCEEDINGS

Disclosures of Potential Conflicts of Interest: Attorney Dickhoner advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Dickhoner 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 Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Attorney Dickhoner inquired into whether members of the Boards 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 quorums or to otherwise enable the Boards to act.

Quorum: A quorum was confirmed for each Board for the meeting, the meeting location and posting of meeting notice.

Public Comment: None.

CONSENT AGENDA

Ms. Denslow reviewed the Consent Agenda with the Boards and noted that any item may be removed from the Consent Agenda to the regular Agenda upon the request of any Director. Upon a motion duly made and seconded, upon vote, unanimously carried, the following items on the Consent Agenda were approved, ratified and/or adopted, as appropriate and amended, except for Item C. which was pulled from the Consent Agenda for further discussion:

- A. **Authority:** Approval of Minutes of March 15, 2022 regular meeting.
- B. **MDs 2 & 3:** Approval of Minutes of November 16, 2021 special meeting.
- C. **Authority:** Approval of Sean Walsh Consulting, Inc. Independent Contractor Agreement.
- D. **Authority:** Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for annual bed transition to perennial beds.

SEAN WALSH CONSULTING AGREEMENT

Authority – Sean Walsh Consulting, Inc. Independent Contractor Agreement: Director Yosten stated that he believes that the Authority does need assistance in this process but that he would like to better understand what the proposal entails, and potentially solicit other proposals. Director Patterson stated that other vendors were contacted but did not respond. However, if there are other options, and if the Board determines that they would like to proceed with the use of a consultant, then other proposals should be sought. Discussion followed regarding receiving prices in the format of an hourly engagement and the solicitation of other proposals. Consensus of the Board was to engage a consultant to assist with the election. The Board determined that they would wait to have further discussions with Mr. Walsh. Discussion followed regarding the process. The consensus was to have a committee review and then make a recommendation to the Board. No Board action was taken at this time.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

MDs 2 & 3 - 2021 Audits: Ms. Clymer introduced Ms. Boroviak, the new accounting controller, to the Boards. She then provided an overview of the 2021 Audits to the Boards. Ms. Clymer noted that the auditors are still finalizing and that comments from legal counsel have already been incorporated. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Boards approved the 2021 Audits.

LEGAL MATTERS

MD 2 – Resolution Initiating Consolidation: Attorney Dickhoner reviewed the summary memorandum that was provided prior to the meeting. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board adopted the Resolution to Initiate the Consolidation of Two or More Special Districts.

MD 3 – Resolution Concurring with Consolidation: Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board adopted the Resolution Concurring with the Consolidation of Two or More Special Districts.

MD 2 – Resolution Affirming Appointment of Representatives to the Authority Board of Directors: Attorney Dickhoner reviewed the Resolution with the Board. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board appointed Directors Yosten and Pell to the Authority Board, appointed Director Crandall to replace the vacancy left by Director Wagner’s resignation and adopted the Resolution Appointing Board Members to Serve on the Board of Directors of the Tallyn’s Reach Authority. All other current appointees would remain the same.

MD 3 – Resolution Affirming Appointment of Representatives to the Authority Board of Directors: Attorney Dickhoner reviewed the Resolution with the Board. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board appointed Directors Dell’Orfano and Patterson to the Authority Board, appointed Director Crandall to replace the vacancy left by Director Wagner’s resignation and adopted the Resolution Appointing Board Members to Serve on the Board of Directors of the Tallyn’s Reach Authority. All other current appointees would remain the same.

Authority – Bill of Sale and Assignment by the Authority to and for the Benefit of TREA SH Tallyn’s Reach, LLC: Director Yosten provided background and context on this item, noting that the only party who benefits from this meter/controller is the Sanctuary. The Sanctuary has indicated willingness to participate in this assignment. TREA will not turn the water on until the transfer is complete. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board approved the Bill of Sale and Assignment.

RECORD OF PROCEEDINGS

MANAGER MATTERS

Authority – Landscape Committee Report: Director Yosten reviewed the memorandum that was included in the packet. Discussion followed regarding the requests for lights at the dog stations. Consensus was to not install the dog station lights.

Director Yosten reported to the Board that funds that were allocated to trees will be used for flower beds. The overall operations budgets will not be exceeded.

The Capital Budget will be over this year, as work on the retaining walls scheduled for last year was not completed. This rolled over into the current year budget.

Director Yosten informed the Board that Ms. Julie Huygen has joined the Landscape Committee.

Additionally, Brightview Landscape Services, Inc. has requested a fuel surcharge due to current economic conditions. The contract does not permit for the use of a surcharge without Board consent. Discussion followed regarding the structure and amount of the surcharge, which will be approximately \$400 per month. The Board indicated that they would consent to this, as presented, but that no further increases will be accepted without prior notice. Attorney Dickhoner will draft the letter stating that the Board will consent to 2.5% fuel surcharge for no more than 6 months, and that any further adjustments would require additional consent.

Director Yosten informed the Board that there are two parcels that need to be reseeded. The Landscape Committee will be reviewing the proposals and make recommendations.

Mr. Carlson provided an overview on the hammerhead repairs. He also stated that the ESRI mapping is nearly ready to go live.

Director Pell noted that she is drafting an email to go out to the community to inform them of various landscaping improvements and projects.

OTHER MATTERS

Director Pell brought up the swim meet schedule. Discussion followed. The swim team is proposing less meets, but they will then be longer. As this was not an item on the agenda, the Board determined that there needs to be an opportunity for the residents to provide input. This item will be addressed at the same time as the election consultant is considered. CLA staff will provide information to the Board on what was previously approved and get details from the YMCA as to what is being requested.

Authority – Quorum for Next Regular Board Meeting on July 19, 2022 at 6:00 p.m.: The Board confirmed an anticipated quorum.

MDs 2 & 3 – Quorum for Next Regular Board Meeting on November 15, 2022 at 5:30 p.m.: The Board confirmed an anticipated quorum.

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ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards adjourned the meeting at 7:47 p.m.

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

Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY AND
TALLYN'S REACH METROPOLITAN DISTRICT NO. 3
HELD
MAY 4, 2022

A joint special meeting of the Boards of Directors of the Tallyn's Reach Authority and Tallyn's Reach Metropolitan District No. 3 (referred to hereafter individually as a "Board" or collectively as the "Boards" was convened on Wednesday, May 4, 2022, at 4:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

David Patterson, President
Harry Yosten, Treasurer
Mike Dell'Orfano, Assistant Secretary
Brian Crandall, Assistant Secretary

Director BJ Pell was absent.

Directors in Attendance for MD 3:

Mike Dell'Orfano, President
Harry Yosten, Treasurer
David Patterson, Secretary
Julie Huygen, Assistant Secretary
Brian Crandall, Assistant Secretary

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Denise Denslow, Nic Carlson, Shauna D'Amato, Shelby Clymer, and Terri Boroviak; CliftonLarsonAllen LLP ("CLA")
Kimberly Armitage, Ezekiel Evens, Debbie Guth, and Isabel Rodau; Denver YMCA

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 4:03 p.m.

Agenda: Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Board approved the Agenda, as amended, and excused the absence of Director Pell.

Disclosures of Potential Conflicts of Interest: Attorney Dickhoner advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Dickhoner 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 Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Attorney Dickhoner inquired

RECORD OF PROCEEDINGS

into whether members of the Boards 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 quorums or to otherwise enable the Boards to act.

Quorum: A quorum was confirmed for each Board for the meeting, the meeting location and posting of meeting notice.

Public Comment: None.

MD 3: Acknowledge the Resignation of Craig Wagner from the Board of Directors: Upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board acknowledged and accepted the resignation of Craig Wagner.

MD 3: Appointment of New Board Member & Administer Oath of Office: Following discussion, upon a motion duly made by Director Dell'Orfano, seconded by Director Yosten and, upon vote, unanimously carried, the Board appointed Brian Crandall to the Board of Directors. Chairman Dell'Orfano administered the Oath of Office to Mr. Crandall.

MD 3: Appointment of Officers: Following discussion, upon a motion duly made by Director Patterson, seconded by Director Yosten and, upon vote, unanimously carried, the Board appointed the Directors to the following offices:

| | |
|------------------------|------------------|
| President | Mike Dell'Orfano |
| Treasurer | Harry Yosten |
| Secretary | David Patterson |
| Assistant Secretary | Julie Huygen |
| Assistant Secretary | Brian Crandall |
| Secretary to the Board | District Manager |

Authority: Appointment of Officers: Following discussion, upon a motion duly made by Director Dell'Orfano, seconded by Director Yosten and, upon vote, unanimously carried, the Board appointed the Directors to the following offices:

| | |
|----------------------------------|------------------|
| President | David Patterson |
| Vice-President / Asst. Secretary | BJ Pell |
| Treasurer | Harry Yosten |
| Assistant Secretary | Mike Dell'Orfano |
| Assistant Secretary | Brian Crandall |
| Secretary to the Board | District Manager |

RECORD OF PROCEEDINGS

CONSENT AGENDA

Mr. Carlson reviewed the Consent Agenda with the Boards and noted that any item may be removed from the Consent Agenda to the regular Agenda upon the request of any Director. Upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board ratified approval of the Consent Agenda.

A. Authority: Ratify Approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for Dog Station Installation

FINANCIAL MATTERS

None.

LEGAL MATTERS

Update on Consolidation Process: Attorney Dickhoner provided an update.

MANAGER MATTERS

Authority: Engagement of Consulting Firm for Consolidation Election Services: Directors Yosten and Huygen provided an overview of the proposals to the Board. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the engagement of Axiom of Purpose for consolidation election services.

Director Yosten recommended a committee to work with Axiom of Purpose. Following discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board appointed Directors Bell, Patterson and Huygen to the committee.

Authority: Pool Hours and Swim Team Meets: Ms. Armitage introduced new YMCA team members to the Board - Ezekiel Evens, Debbie Guth, and Isabel Rodau.

Ms. Armitage and Ms. Rodau reviewed the suggested shade structure locations with the Board. Ms. Rodau noted that the estimate has changed but is still within the budget originally approved by the Board. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the shade structure locations as presented.

Ms. Armitage reported on the swim meet options with the Board. Following discussion, Ms. Armitage suggested that the Aurora YMCA host the afternoon swim meet on June 4th and Tallyn's Reach host one of the swim meets. Following discussion, upon a motion duly made by Director Patterson, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the one swim meet at Tallyn's Reach.

Ms. Rodau asked the Board for permission to send a newsletter and/or flyer with a trial card to residents to promote the YMCA. The Board approved the flyers and an email blast. Mr. Carlson will prepare an invoice to the YMCA for one email blast at \$125.

RECORD OF PROCEEDINGS

Director Yosten reported that the concrete has moved/shifted at the pool and would like to see it repaired. The YMCA staff will coordinate the repairs and provide final amounts for approval.

Authority: Flags for Poles and Monuments: The Board determined to defer this matter until 2023 when the monuments are ready to be refreshed. The flags and poles will be taken down during this time.

IMEG Corp. Proposal for Road Pavement Assessment: Mr. Carlson reviewed the proposal for road pavement assessment from IMEG Corp. with the Board. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the proposal with the exception of reducing the amount from \$150,000 to \$131,000.

OTHER MATTERS

Authority – Quorum for Next Regular Board Meeting on July 19, 2022 at 6:00 p.m.: The Board confirmed an anticipated quorum.

MD 3 – Quorum for Next Regular Board Meeting on November 15, 2022 at 5:30 p.m.: The Board confirmed an anticipated quorum.

ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made by Director Dell'Orfano, seconded by Director Yosten and, upon vote, unanimously carried, the Boards adjourned the meeting at 5:33 p.m.

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

Secretary for the Meeting

INDEPENDENT CONTRACTOR AGREEMENT
(STRATEGIC COMMUNICATIONS SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 18th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and AXIOM OF PURPOSE, a California limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof] and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Greenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

Axiom of Purpose
1311 La Presa Ave.
Spring Valley, CA 91977
Attention: Revekka Balancier
Phone: (720) 641-3026
Email: revekka@axiomofpurpose.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYNS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0088456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

1BCBCF3D5C884CA
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Strategic Communications Services with Axiom of Purpose, dated May 18, 2022

CONTRACTOR:

AXIOM OF PURPOSE, a California limited liability company

Revekka Balancier

Revekka Balancier

Printed Name

Founder

Title

STATE OF COLORADO)

COUNTY OF San Diego)

ss.

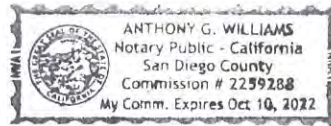
The foregoing instrument was acknowledged before me this 23 day of May, 2022, by Revekka Balancier as the founder of Axiom of Purpose.

Witness my hand and official seal.

My commission expires: 10/10/2022

Anthony G. Williams

Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Strategic Communications Services with Tallyn's Reach Authority, dated May 18, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



**INSPIRE PEOPLE.
IMPACT THE WORLD.**



Strategic Communications Services

Client: Tallyn's Reach Metro District

Delivered on: April 26, 2022

**Submitted by: Revekka Balancier, Axiom of Purpose
Angela Casias, Casias Consulting**

Denise Denslow, Principal
Nic Carson, Assistant Public Manager
Tallyn's Reach Metro District
c/o CLA
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111

Tuesday, April 26, 2022

Dear Denise Denslow,

Thank you in advance for allowing us to provide a proposal to Tallyn's Reach Metro District for Strategic Communications Services. We would be honored to support your team in delivering information about how the district consolidation and mill levy will support your community.

Please allow us to introduce ourselves - Axiom is a collective model working collaboratively to meet the needs of clients with specialized expertise. Together, partners Angela Casias, Niambi Nicholes and Revekka Balancier have over 75 years of experience in public affairs, marketing and communications for a wide variety of public and private sector organizations including the Denver International Airport and City & County of Denver, Denver Broncos Football Club, Walt Disney Studios, State of Colorado and Port of San Diego.

Along with a bench of trusted partners, including designers, photographers, videographers and other specialists, we are able to provide full-service support to our clients, as-needed. Each of our partners is intentionally chosen for their talent, commitment to our purpose and the idea of culture-add rather than culture-fit, to create a diverse team that helps bring your organization a variety of perspectives.

On the following pages, we have outlined the services we believe would be valuable for this engagement, along with a proposed schedule for how we will accomplish development and implementation for this campaign. If you have any questions, please don't hesitate to contact us.

Sincerely,

Revekka Balancier
Partner, Axiom of Purpose
720-641-3026

Angela Casias
Partner, Casias Consulting
303-968-7349

INTRODUCTION



Strategic Communications Services | 1

ABOUT AXIOM OF PURPOSE

axiom: self-evident truth, accepted for intrinsic merit

purpose: the reason something exists, a goal to achieve

At Axiom, we live by a simple truth: connecting your audience to your purpose is powerful. Now, more than ever, people want to make a difference and want to work with organizations that improve people's lives. We believe in aligning purpose-driven brands with the audiences who want to make an impact.

Axiom of Purpose focuses exclusively on branding, marketing and communication strategies designed to ensure you and your audience make an impact together.

Our Mission

We inspire people to buy into products, services and brands that incorporate purpose into their core business model.

Our Vision

We imagine a world where purpose is valued as a pillar of all successful brands, businesses and leaders.

Our Promise

We connect people, purpose and brands together to make a positive impact on the world around us.

Our Values

- We are **collaborators** – we appreciate people.
- We are **dreamers** – we envision a better world.
- We are **doers** – we create our own future.
- We are **solvers** – we embrace every challenge.
- We are **believers** – we trust that purpose transcends.

Let us help you define your purpose, and share it with the world.

OVERVIEW



Strategic Communications Services | 2

WHY AXIOM OF PURPOSE?

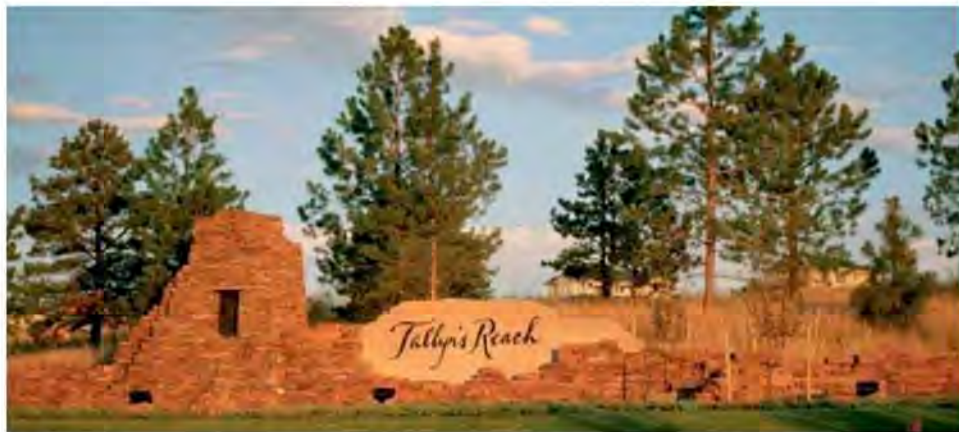
WHY AXIOM OF PURPOSE FOR TALLYN'S REACH?

Axiom's core principal is that purpose is valuable. We do not have to sacrifice for meaning, and in fact, we can achieve success while having a positive impact on the world around us. At Axiom, we believe purpose and prosperity are not mutually exclusive - we are here to prove we can be successful by putting purpose, and people, first.

With over 25 years of combined public sector experience, we understand the Tallyn's Reach Metro District is part of what we like to call the purpose-sector. Though publicly funded, we know the community service aspect of your work and the opportunity to make a difference is what drives the people who make your organization successful.

A few reasons why we'll make excellent partners for this project:

- We are familiar with special districts. We have worked in and with multiple types of regional, special services, business, community and metropolitan districts and are comfortable messaging the unique aspects of these government organizations.
- We understand the political process. We have helped lobby and pass legislation, build community buy-in and message a variety of ordinances, ballot measures, and political campaigns.
- We care! We have dedicated the majority of our careers to purpose-driven work and are committed to public service.



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OUR SERVICES

A FULL-SERVICE MODEL

We believe in getting the right message to the right audience through the right medium at the right time. This requires a thoughtful approach, meticulously crafted campaigns and unprecedented client collaboration. Through our network of partners, we are able to offer the following services.

Strategic Planning & Business Consulting

- Defining your purpose
- Market and audience research
- Operational alignment
- Long-term strategic plans
- Start-up business plans
- Campaign frameworks

Branding & Creative

- Brand development
- Logo and visual identity
- Graphic design
- Website development
- Video production
- Photography assets

Marketing & Media Buying

- Concept development
- Campaign execution
- Broadcast and digital media
- Social media
- Direct marketing
- Print and out-of-home display
- Content creation

Communications & Media Relations

- Key message development
- Public relations management
- Crisis communications
- Media training
- Copywriting
- Grantwriting
- Publicity pitching

Government Affairs & Community Outreach

- Campaign support
- Ballot initiatives
- Coalition building
- Presentation development
- Collateral creation
- Stakeholder briefings
- Workshop facilitation

Performance Analytics

- Measure multiple indicators
- Track engagement
- Ongoing optimization
- Campaign results
- Quantitative and qualitative analysis
- Operational outcomes



SCOPE OF WORK: STRATEGIC COMMUNICATIONS

Dream big - then get busy making your dreams come true. Sound easier said than done? Let us put our DREAM plan to work for you.



Discover

In our DISCOVER phase we conduct research using a variety of quantitative and qualitative methods, review existing and new data and materials, analyze our findings, and provide custom insights.

Roadmap

Our ROADMAP phase is our strategic planning process, beginning with defining your purpose. We'll determine your audience and messages so we can map the tactics needed to achieve your goals.

Explore

We love to EXPLORE creatively by using our strategic foundation to brainstorm different concepts, develop your tone and voice, and apply your final concept to both copywriting and design elements.

Action

Once we have a complete set of assets ready, we jump into ACTION, which includes executing all plan tactics we have outlined, managing ads, posting social media, distributing press releases, etc.

Measure

Finally, we MEASURE our progress, provide you with regular reports on agreed upon Key Performance Indicators (KPIs) and continually look for opportunities to optimize our efforts.

DREAM PLAN



APPLYING OUR PROCESS TO MEET YOUR NEEDS

We will apply our process to the needs of the Tallyn's Reach Metro District consolidation and mill levy campaign using the outline below to guide our work.

- **DISCOVER** - We will work with your team to determine to develop a through understanding of your district, your community, background on this issue, and potential barriers to success. This will include by hosting facilitated discussions, conducting interviews, reviewing materials and available first and third-party data. In this phase we will work with you to develop a community survey and deliver online to get a better understanding of resident sentiment, perceptions and messaging challenges.
- **ROADMAP** - We will use the data and insights gathered to develop an outline for the campaign, including defining your purpose, target audience, objectives, and key messages to help your audience connect with the information. In this phase we will map out all needed tactics to deliver a comprehensive public campaign.
- **EXPLORE** - For the creative phase, we will provide two design concepts in the form of a sample postcard and digital ad, then refine the selected concept and layout approved content in the chosen design theme. We will take this opportunity to infuse concept language into the materials and provide supportive graphics and content for release such as press releases, speaking points, social media posts and other assets.
- **ACTION** - We will provide full execution of the campaign including facilitating any required printing and targeted delivery, sending out content such as newsletter articles, managing all digital ad buys such as Google or Facebook ads, posting on social media as required, and guiding responses to media inquiries.
- **MEASURE** - Finally, we will monitor community response on social media, track media coverage, and pull google analytics to determine how we can optimize the campaign to better connect with the community.



TIMELINE



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SCHEDULE OF WORK

Week of May 2: Set up 90-minute kick-off meeting to determine research needs and work through strategic plan outline. Conduct materials audit and draft high-level strategic plan outline including defining purpose, campaign objectives, segmented target audiences, and KPIs.

Week of May 9: Draft community survey, work collaboratively to refine questions. Provide draft of overarching campaign key messages and proof points for all campaign components to complete the strategic plan foundation.

Week of May 16: Revise strategic communications plan foundation based on team feedback; add in strategies and tactics for each identified objective including determining media mix for advertising (such as Google ads, Facebook and Instagram ads, local community papers or other media opportunities); provide second draft of plan.

Week of May 23: Revise strategies and tactics based on district feedback; add in outreach calendar with clear flowchart of when all media buys and out reach efforts will occur including budget along with projected impressions; finalize messaging and develop creative brief for ad design.

Week of May 30: Revise media and outreach schedule and budget based on district feedback. Provide final draft of plan for approval.

Week of June 6: Move into creative development, provide two creative concepts for approval, to include a sample postcard and sample digital ad.

Week of June 13: Refine art based on district feedback, develop launch materials and prepare for execution.

Week of June 20: Upon approval of all outreach materials, prepare for execution, placing ads, and finalizing all materials for launch.

Week of June 27: Provide library of content needed to support implementation of strategic communications plan. Launch plan to include pitching media, coordinating interviews as-needed, posting on and monitoring social media (or ad placement only) and other launch activities.

Ongoing Monthly implementation: Beginning in July, move into ongoing execution of plan as outlined, with fresh content added as-needed to remain relevant, current and responsive to community sentiment.



PROJECT TEAM

A CURATED TEAM OF PURPOSE-DRIVEN TALENT

Revekka Balancier | *Hard Worker - Change Driver - Contagious Laugh*

Revekka brings 25 years of experience, bold creativity, passion for purpose and fun to her work! She spent 15 years in purpose-driven marketing for the public sector, most recently as VP of Creative Strategy for JPW Communications, an agency specializing in government. Prior to that she led marketing for the Port of San Diego as Marketing & Communications Manager after moving from Denver, CO where she was Communications Director for Colorado Lt. Governor Joe Garcia. She also spent several years as Communications & Community Relations Director for Denver Human Services. The first decade of her career was spent as a film publicist for Disney, Paramount, Universal and other major motion picture studios.



Angela Casias | *Relationship Builder - Straight Shooter - Trustworthy*

Angela has nearly 30 years of experience serving the needs of purpose-driven organizations. She began her career working in non-profits for education and public health before transferring to the public-sector to spend 18 years with the City & County of Denver. Angela led local government affairs at Denver International Airport, the fifth largest airport in the U.S. as well as Denver Public Works. She managed communications for Denver Parks & Recreation after spending time in the Denver mayor's office. She most recently served the needs of multiple cities and special districts as Marketing & Communications Director for JPW Communications.



Niambi Nicholes | *Inclusive - Creative - Optimistic*

Niambi has been combining strategic vision with tactical excellence to bring brand campaigns to life for more than 20 years. She has experience in both the public and private sector as well as non-profit work. She began her career in media relations and marketing for the Denver Broncos Football Club. She went on to spend years at agencies that specialize in hospitality and retail where she managed local, regional and national campaigns for major consumer brands. She served as the Director of Communications for Denver Human Resources, where she led the agency's rebranding initiative and launched the first City University for Denver.



Frankie Mondo | Designer - Illustrator - Outdoor Enthusiast

Originally from a little town outside of Baltimore City, Frankie spent most of her life in Charm City where she completed her BFA degree in Graphic Design at Towson University. She loves all things outdoors and all things design and takes every opportunity to combine the two. Frankie promotes inclusion and communication through design with informative, aesthetically pleasing work. She enjoys branding, illustration, ux/ui, print, and social media marketing and spends her free time snowboarding, climbing, trail running and exploring yummy new recipes.



Arash Afshar | Creator - Burner - Spreader of Mindfulness

Photographer, artist and community builder, Arash is driven to present the stories of passionate people who move society and culture forward. He captured stunning images as photographer for the Port of San Diego and now contracts with different agencies to provide visual storytelling. In addition to shooting commercial and portrait photography, Arash founded the Justified Hype creative collective and hosts Burner Podcast, the longest-running show on Burning Man culture and creatives.



YOUR INVESTMENT

strategic communications campaign costs

We have created the following estimate for a seven month engagement to include development of a comprehensive outreach campaign, materials, implementation and measurement.

| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|--|-------|--------------|-----------------|
| Discover Includes research such as community survey, interviews, facilitated discussions, review of data and materials. Estimated timeline one month (May). | \$175 | 36 | \$6,300 |
| Roadmap Includes strategic plan development with defined purpose, key messages, audience, and tactical plan. Estimated timeline two weeks (June). | \$175 | 20 | \$3,500 |
| Explore Includes two creative concepts, refinement of selected concept, copywriting and development of interactive toolkit. Estimated timeline two weeks (June). | \$175 | 20 | \$3,500 |
| Action Includes implementation of plan such as postcard distribution, ad trafficking and monitoring, and social media management. Estimated timeline four months @ 20 hours/month (July - October). | \$175 | 100 | \$17,500 |
| Measure Includes monitoring campaign effectiveness and optimizing for improved effectiveness; provide final report of activities completed. Estimated timeline five months @ 4 hours per month (July - November). | \$175 | 20 | \$3,500 |
| | | Total | \$34,300 |

Engagement Options:

- Project fee - All inclusive flat rate for time and expenses including travel, meals, lodging, printing, and production are charged as part of a flat fee.
- Time & Materials - Actual fees are based on the time required to complete work and will be billed at a fixed rate of \$175.00 per hour throughout the engagement. Expenses are billed with a 15% mark-up to cover all associated costs. Paid media advertising not included in fees and must be paid for separately, or subject to customary 15% mark-up.
- Axiom of Purpose invoices clients based on the agreed upon engagement method at the end of each month for applicable fees and expenses incurred during that month, payable within 30 days.

FEE PROPOSAL



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LET'S WORK TOGETHER

SIGNATURES

1. Please read the fee proposal and payment terms carefully. It's important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. We'll contact you directly via email to set up a kick-off meeting, provide an online project schedule and begin work.
5. If you'd like to speak to us by phone, please don't hesitate to call +17206413026 or email revekka@axiomofpurpose.com. Thank you!

 SIGNATURE
Denise Denslow

Denise Denslow
Principal, Tallyn's Reach Metro District

 SIGNATURE
Revekka Balancier

Revekka Balancier
Founder, Axiom of Purpose



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EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.
Axiom of Purpose LLC

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) **S**
 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)

5 Address (number, street, and apt. or suite no.) See instructions.
1311 La Presa Ave.

6 City, state, and ZIP code
Spring Valley, CA 91977

7 List account number(s) here (optional)

Requester's name and address (optional)

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 3 - 1 7 6 3 2 4 2

Part II Certification
 Under penalties of perjury, I certify that:
 1. 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
 2. 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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. 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 *Ronnie B...* Date **05/15/2022**

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.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE

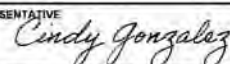
|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 05/16/2022 | | | | | | | | | | | | | | |
|---|---|--|---------------|---|-------------------------------|--|---|-------|---|-------|---|-------|------------|--|------------|--|------------|--|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER 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.</p> <p>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).</p> | | | | | | | | | | | | | | | | | | |
| PRODUCER  STATE FARM INSURANCE 5482 COMPLEX STREET, SUITE 112 SAN DIEGO, CA 92123 | CONTACT NAME: CINDY GONZALEZ, AGENT PHONE (A/C, No, Ext): 858-279-8000 FAX (A/C, No): 858-279-7008 E-MAIL ADDRESS: Cindy@CindyInsures.com | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER C: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: State Farm Mutual Automobile Insurance Company | 25178 | INSURER B: State Farm General Insurance Company | 25151 | INSURER C: State Farm Fire and Casualty Company | 25143 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | | |
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| INSURER B: State Farm General Insurance Company | 25151 | | | | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | |
| INSURED AXIOM OF PURPOSE LLC 1311 LA PRESA AVE SPRING VALLEY, CA 91977 | | | | | | | | | | | | | | | | | | |
| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | | | | | | | | | | | | |
| <p>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.</p> | | | | | | | | | | | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LDC OTHER: | Y Y | 90-E7-E167-B | 05/16/2022 | 05/16/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PRODUCTS - COLL \$ | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input 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 | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COM&COLL Deductible \$ | | | | | | | | | | | | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | | | | | | | | | | | | |
| | 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 | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tallyn's Reach Authority, Tallyn's Reach Metropolitan District 2 & 3, c/o CliftonLarsonAllen, LLP are listed as Additional Insured under the Policy. | | | | | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | | | | | | | | | | |
| Tallyn's Reach Authority Tallyn's Reach Metropolitan District 2 & 3 c/o CliftonLarsonAllen, LLP 8390 E. Crescent Pkwy., Ste 300 Greenwood Village, CO 80111 | | | | 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  | | | | | | | | | | | | | | |

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,

Axiom of Purpose

is an entity formed or registered under the law of California 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 20221495749 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/19/2022 that have been posted, and by documents delivered to this office electronically through 05/20/2022 @ 11:44:17 .

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 05/20/2022 @ 11:44:17 in accordance with applicable law. This certificate is assigned Confirmation Number 14036033



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."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: D5D8875A7D3D49F9AEC3C9252EE00A6A | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach - Axiom of Purpose Agreement for Strategic Communication Services | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 32 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |

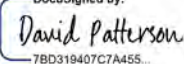
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Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

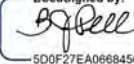
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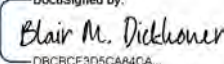
BJ Pell
bjnsteve95@yahoo.com
Secretary
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Blair M. Dickhoner
bdickhoner@wbapc.com
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In Person Signer Events

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Editor Delivery Events

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE IMPROVEMENTS, COBBLE AND ENTRY MONUMENTS)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19th day of April, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and COLORADO DESIGNSCAPES, INC., a Colorado Corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
 c/o CliftonLarsonAllen
 8390 E. Crescent Parkway #300
 Greenwood Village, CO 80111
 Attention: Celeste Terrell
 Phone: (303) 265-7875
 Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

Colorado Designscapes, Inc.
15440 East Fremont Drive
Centennial, CO 80122
Attention: Brian Breed
Phone: (303) 721-9003
Email: bbreed@designscapes.org

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 Authority, 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 Authority. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Authority, 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 Authority shall, at the request of the Authority, 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 A** and shall not be billed separately to the Authority. In the event the

Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Authority 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 Authority, unless otherwise agreed to by the Authority.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the Authority may withhold payment until such warranty issues are resolved to the Authority's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the Authority as set forth in this Agreement, in addition to any other remedy, the Authority may withhold any payment the Authority 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 Authority 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 Authority shall, at the request of the Authority, 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 A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the Authority 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 Authority, or within such other reasonable time as agreed to by the Parties, the Authority may correct or replace the defective Work and the Contractor shall reimburse the Authority for the related costs and fees.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYNS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
D9CBCE3D5CA84GA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Landscape Improvements, Cobble and Entry Monuments with Colorado Designscapes, Inc., dated April 19, 2022

CONTRACTOR:

Colorado Designsapes, Inc., a Colorado corporation

Charlene F. Chacon-Garcia
 Charlene F. Chacon-Garcia
 Printed Name
Residential Construction
 Title Team Manager

STATE OF COLORADO)
) ss.
 COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19th day of April, 2022, by Charlene Chacon-Garcia, as the Residential Construction of Colorado Designsapes, Inc. Team Manager

Witness my hand and official seal.

My commission expires: 01-15-2023

Margaret R. Cavanaugh
 Notary Public

MARGARET R CAVANAUGH
 Notary Public
 State of Colorado
 Notary ID # 20154002147
 My Commission Expires 01-15-2023

Contractor's Signature Page to Independent Contractor Agreement for Landscape Improvements, Cobble and Entry Monuments with Tallyn's Reach Authority, dated April 19, 2022

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION SCHEDULE

ESTIMATE PREPARED FOR:

Mrs. GJ Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjnstve95@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Plimont Drive
 Centennial, Colorado 80112
 Phone: (303)721-9003; Fax: (303)755-7040

Designer Type Today's Date as M/D

PROJECT DESCRIPTION:

RECO Corner of E. Plymouth Drive and S. Aurora Pkwy REFER TO PAGE 1

ID: M420435-H440

bid Date: 23-Mar-2022

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|---|----------|------|------------------|------------------|-------------|-----------------|------------------|
| • Plant Material - See Exhibit A (Attached); includes Delivery and Layout | 227 | Each | 29,370.05 | 22,462.40 | 0.00 | 1,763.32 | 53,596.37 |
| • Mobilization - 0-10 Miles / Job Site Trailer, Sanitary, Disposal, Blading & Review fees if needed | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Demolition & Removal - Will be billed based on actual Time & Materials | 1 | T&M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Ryerson Edging (Installed) - 8 Gauge Green Painted 4" | 70 | LF | 434.50 | 437.77 | 0.00 | 0.00 | 872.27 |
| • Soil Prep & Rough Grade (Installed) - 16 Slip Hand Tiller (Hydric Barriest); 4 Cy/1,100 Sq. Ft. Ground, Composted Organic Mix Of Peat, Cow, Sheep & Turkey manure | 1,300 | SF | 479.42 | 307.22 | 0.00 | 337.71 | 1,124.35 |
| • Sod & Fine Grade (Installed) - Kentucky Blue 434 Blend | 1,300 | SF | 1,627.37 | 1,536.08 | 0.00 | 0.00 | 3,163.45 |
| • Typar (Installed under rock) - Weed Barrier; Including Fabric Pinst | 1,000 | SF | 673.30 | 195.93 | 0.00 | 0.00 | 870.24 |
| • Pea Gravel - Pea Gravel in Perennial Beds | 10 | CY | 1,114.82 | 894.47 | 0.00 | 562.85 | 2,572.15 |
| • Small Fiber Mulch (Installed) - Top Dress Mulch; Cascade Cedar | 27 | CY | 3,817.13 | 3,190.32 | 0.00 | 0.00 | 7,007.45 |
| • Irrigation Work (Installed) - BY OTHERS | 1 | LS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Planters Mix -1600# (Installed) | 15 | CY | 1,334.14 | 1,772.40 | 0.00 | 0.00 | 3,106.54 |
| • Permits & Engineering - Not included in this estimate | | | | | | | |
| • Nightscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote. Drew DaHarb - Lighting and Audio Design 303.941.8799 / ddaarb@designscapes.org | | | | | | | |
| TOTALS | | | 39,283.25 | 30,797.59 | 0.00 | 2,663.88 | 72,744.72 |

NOTES:

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$70/hr. MSRP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground pavers/drain pipe(s) unless by Homeowner request. Designscapes Colorado is not responsible for drainage problems.

ESTIMATE PREPARED FOR:

Mrs. Bj Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjnstev95@yahoo.com

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7040

Designer Type Today's Date as M/D

EXHIBIT A ~ PLANT DETAIL
 Includes Delivery and Layout

ID: M420435-H440

Bid Date: 23-Mar-2022

Mrs. Bj Pell

| UNITS | COMMON NAME | LATIN NAME | PLANTS PRICE EACH | EQUIPMENT FOR PLANTS | PLANTS & EQUIPMENT EXTENDED TOTAL |
|--------------------|--------------------------------------|------------------------------------|----------------------|-------------------------|--|
| TREES: | | | | | |
| 2 | Spruce, Colorado (16' BB) | Picea Pungens And Pungens 'Glauca' | 2,205.60 | 750.47 | 5,161.68 |
| 3 | Spruce, Colorado (14' Bb) | Picea Pungens | 1,770.04 | 562.85 | 5,872.98 |
| 1 | Spruce, Colorado (15' BB) | Picea Pungens And Pungens 'Glauca' | 1,946.12 | 225.00 | 2,171.12 |
| 1 | Spruce, Colorado (13' Bb) | Picea Pungens | 1,575.43 | 225.00 | 1,800.43 |
| 8 | Crab, Spring Snow (White) (2.50" Bb) | Malus 'Spring Snow' | 750.65 | | 6,005.17 |
| SHRUBS: | | | | | |
| 12 | Dogwood Red Twig (5' BB) | Cornus Sericea 'Bailey' | 172.15 | | 2,065.78 |
| 50 | Grass, Blue Avena/Dal Grass (G5) | Helictolobos Sempervirens | 69.76 | | 3,488.19 |
| PERENNIALS: | | | | | |
| 150 | Assorted Perennial #1 | Various | 15.12 | | 2,268.62 |

227 of 227 Plant Units

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this 'Agreement'), dated March 23, 2022 is between Mrs. Bj Pell whose address is Talyns reach West Subdivision, City, State, Zip Code ('Owner') and COLORADO DESIGNSCAPES, INC., hereinafter called 'Contractor,' whose address is 15440 East Fremont Drive, Centennial, CO 80112.

1. **DESCRIPTION OF THE WORK.** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the 'Project') upon the following real property: Mrs. Bj Pell's Property at:, Talyns reach West Subdivision, City, State, Zip Code (the 'Project Site'). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.
2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$72,744.72 payable as follows: 25% down which is \$18,100.00 at contract signing, and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.
3. **PLANS, SPECIFICATIONS AND PERMITS:** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HOA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus 0.1 foot and in a clean condition.
4. **COMPLETION/DELAY:** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-out (i.e., an unexpected scheduling change). Additional move-outs will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments. Installation is based on the Contractor's schedule and is estimated to take place AUG - OCT. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strife or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.
5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.
6. **PHYSICAL CONDITIONS:** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.
7. **INSURANCE:** Contractor shall carry and pay for i) Worker's Compensation Insurance, and ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.
8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received.
9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.
10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

11. **WARRANTY:** The warranties below are subject to receipt of payment in full by Owner and to subsection 11(f).
- a. **PLANT MATERIAL:** Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.
 - b. **IRRIGATION:** Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.
 - c. **CONCRETE:** Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCT standards and guarantees that concrete installed by it will have proper drainage from standing structures.
 - d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.
12. **LIMITATION OF LIABILITY:** Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amount paid to Contractor under this Agreement.
13. **STRUCTURES:** Soils test and structural engineering are not part of the scope of services provided under this Agreement.
14. **DISPUTE RESOLUTION:** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.
15. **MISCELLANEOUS:** This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

By: _____
Name: _____
Date: _____

OWNER:

Mrs. Bj Pell

By: _____
Name: _____
Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

ESTIMATE PREPARED FOR:

Mrs. GJ Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjsteve95@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)735-7040

Designer Type Today's Date as M/D

PROJECT DESCRIPTION:

Landscaping Improvements at Corner of Arapahoe Road and E. Plymouth Drive REFER TO PAGE 2

ID: M42043-H284

Old Date: 23-Mar-2022

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|---|----------|------|------------------|------------------|-------------|-----------------|------------------|
| • Plant Material - See Exhibit A (Attached); includes Delivery and Layout | 147 | Each | 12,793.34 | 10,855.67 | 0.00 | 562.85 | 24,211.86 |
| • Mobilization - 0-10 Miles / Job Site Trailer, Sanitary, Disposal, Bonding & Review fees if awarded | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Demolition & Removal - Will be billed based on actual Time & Materials | 1 | T&M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Granite Boulders (Installed) - 2'-3' Roundish | 10 | TON | 2,463.18 | 2,240.00 | 0.00 | 562.85 | 5,266.03 |
| • Soil Prep & Rough Grade (Installed) - 16 5/8" Hand Tiller (Hydrolic Borettor); 4 Cy/1,000 Sq. Ft. Ground, Composed Organic Mix Of Peat, Cow, Sheep & Turkey manure | 500 | SF | 279.70 | 118.16 | 0.00 | 337.71 | 735.65 |
| • Sod & Fine Grade (Installed) - Kentucky Blue A34 Blend | 500 | SF | 721.29 | 590.80 | 0.00 | 0.00 | 1,312.09 |
| • Typar (Installed under rock) - Weed Barrier; including Fabric Pins | 700 | SF | 517.81 | 137.85 | 0.00 | 0.00 | 655.67 |
| • 1 1/2" Brown River Rock-3000H (Installed) | 5 | CY | 595.46 | 1,193.54 | 0.00 | 0.00 | 1,789.00 |
| • Small fiber Mulch (Installed) - Top Dress Mulch; Cascade Cedar | 12 | CY | 1,767.50 | 1,017.92 | 0.00 | 0.00 | 3,385.42 |
| • Irrigation Work (Installed) By OTHERS | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Planters Mix -1600H (Installed) | 8 | CY | 783.88 | 945.28 | 0.00 | 0.00 | 1,729.16 |
| • Dry Stream Bed (Installed) - Native Mix Of 33% Local River Rock And 67% Local Cobble | 4 | CY | 673.30 | 2,367.07 | 0.00 | 0.00 | 3,060.37 |
| • Permits & Engineering - Not included in this estimate | | | | | | | |
| • Nightscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote. Drew DaHarb - Lighting and Audio Design 303.941.8799 / ddaaharb@designscapes.org | | | | | | | |
| TOTALS | | | 21,927.47 | 19,886.29 | 0.00 | 1,463.41 | 42,377.17 |

NOTES:

- Bid expires 30 Days from Bid Date (unless otherwise indicated)
- Demo, removal, and irrigation to be billed time and materials (\$70/hr; M55P)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground utilities (rain pipes) unless by Professional report. Designscapes Colorado is not responsible for drainage problems.

ESTIMATE PREPARED FOR:

Mrs. Bj Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjnsteeve95@yahoo.com

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7040

Designer Type Today's Date as M/D

ID: M420443-M284

Bid Date: 23-Mar-2022

EXHIBIT A ~ PLANT DETAIL
 Includes Delivery and Layout

Mrs. Bj Pell

| UNITS | COMMON NAME | LATIN NAME | PLANTS PRICE EACH | EQUIPMENT FOR PLANTS | PLANTS & EQUIPMENT EXTENDED TOTAL |
|----------------|--|-----------------------------|----------------------|-------------------------|--|
| TREES: | | | | | |
| 3 | Spruce, Colorado (12" Db) | Picea pungens | 1,362.28 | 562.85 | 4,649.71 |
| 6 | Creech Spring Snow White(Clump 6/10" Db) | Mazus 'Spring Snow' (Clump) | 590.51 | | 3,543.05 |
| SHRUBS: | | | | | |
| 38 | Grass, Blue Avena/Oat Grass (G5) | Helictotrichon Sempervirens | 69.76 | | 2,651.02 |
| 100 | Assorted Perennial #1 | Valerius | 15.12 | | 1,512.41 |

147 of 147 Plant Units

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this "Agreement"), dated March 23, 2022 is between Mrs. Bj Pell whose address is Talyns reach West Subdivision, City, State, Zip Code ("Owner") and COLORADO DESIGNSCAPES, INC., hereinafter called "Contractor," whose address is 15440 East Fremont Drive, Centennial, CO 80112.

1. **DESCRIPTION OF THE WORK.** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the "Project") upon the following real property: Mrs. Bj Pell's Property at: Talyns reach West Subdivision, City, State, Zip Code (the "Project Site"). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.
2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$42,377.17 payable as follows: 25% down which is \$10,500.00 at contract signing and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.
3. **PLANS, SPECIFICATIONS AND PERMITS.** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HOA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus 0.1 foot and in a clean condition.
4. **COMPLETION/DELAY.** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-on (i.e., an unexpected scheduling change). Additional move-ons will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments. Installation is based on the Contractor's schedule and is estimated to take place AUG- OCT. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strike or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.
5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.
6. **PHYSICAL CONDITIONS.** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.
7. **INSURANCE:** Contractor shall carry and pay for i) Worker's Compensation Insurance, and ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.
8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received.
9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.
10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

11. WARRANTY. The warranties below are subject to receipt of payment in full by Owner and to subsection 11(d).

a. PLANT MATERIAL. Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.

b. IRRIGATION. Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.

c. CONCRETE. Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCI standards and guarantees that concrete installed by it will have proper drainage from standing structures.

d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.

12. LIMITATION OF LIABILITY. Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amounts paid to Contractor under this Agreement.

13. STRUCTURES. Soils test and structural engineering are not part of the scope of services provided under this Agreement.

14. DISPUTE RESOLUTION: All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.

15. MISCELLANEOUS: This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

OWNER:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

Mrs. Bj Pell

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

ESTIMATE PREPARED FOR:

Mrs. D.J. Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjsteve95@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9903; Fax (303)755-7040

Designer Type Today's Date as M/D

PROJECT DESCRIPTION:

Landscaping Improvements at end of Cul De Sac on S Buchanan Street REFER TO PAGE 3

ID: M420439-147

Bid Date: 23-Mar-2022

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|--|----------|------|-----------------|-----------------|-------------|---------------|------------------|
| • Plant Material - See Exhibit A (Attached); Includes Delivery and Layout | 38 | Each | 2,939.13 | 1,116.47 | 0.00 | 0.00 | 4,055.60 |
| • Mobilization - 1-10 Miles / 1-10 Site Trailer, Sanitary, Disposal, Bonding & Review fees if needed | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Demolition & Removal - Will be billed based on actual Time & Materials | 1 | T&M | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Ryerson Edging (Installed) - 8 Gauge; Green Painted 4" | 90 | LF | 405.51 | 562.85 | 0.00 | 0.00 | 968.36 |
| • Soil Prep & Rough Grade (Installed) - 36 5-Tip Hand Tiller (Hydraulic Barrette), 4 Cy/1,000 Sq. Ft. Ground, Composed Organic Mix Of Peat, Cow, Sheep & Turkey manure | 1,500 | SF | 529.33 | 354.48 | 0.00 | 337.71 | 1,221.52 |
| • Native Seeding (Installed) - Hand Broadcast 6 lbs Native Seed/1,000 Sq. Ft. (No Guarantee) | 1,500 | SF | 529.33 | 268.29 | 0.00 | 0.00 | 797.62 |
| • Typar (Installed under rock) - Weed Barrier Including Fabric Pins | 900 | SF | 621.47 | 177.24 | 0.00 | 0.00 | 798.71 |
| • 1 1/2" Brown River Rock-3000# (Installer) - 100% Access | 8 | CY | 859.74 | 715.58 | 0.00 | 562.85 | 2,138.17 |
| • Planters Mix -1600# (Installed) | 1 | CY | 233.61 | 118.16 | 0.00 | 0.00 | 351.77 |
| • Irrigation Work (Installed) - By Others | 1 | LS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Permits & Engineering - Not included in this estimate | | | | | | | |
| • Nightscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote. Drew DaHarb - Lighting and Audio Design 303.941.8799 / ddaharb@designscapes.org | | | | | | | |
| TOTALS | | | 6,550.04 | 3,313.07 | 0.00 | 900.56 | 10,763.67 |

NOTES:

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Grms, removal, and irrigation to be billed time and materials (\$70/hy MRRP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground gutters/drain pipes unless by Homeowner request. Designscapes Colorado is not responsible for drainage problems.

ESTIMATE PREPARED FOR:

Mrs. Bj Pell
 Tallyns reach West Subdivision
 City, State, Zip Code
 bjnstve95@yahoo.com

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7040

Designer Type Today's Date as M/D

EXHIBIT A ~ PLANT DETAIL
 Includes Delivery and Layout

ID: M420439-H47

Bid Date: 23-Mar-2022

Mrs. Bj Pell

| UNITS | COMMON NAME | LATIN NAME | PLANTS PRICE EACH | EQUIPMENT FOR PLANTS | PLANTS & EQUIPMENT EXTENDED TOTAL |
|----------------|---------------------------------------|---|----------------------|-------------------------|--|
| TREES: | | | | | |
| 3 | Pine, Bosnian 'Emerald Arrow' (6' Bb) | Pinus Leucodermis 'Emerald Arrow' | 593.10 | | 1,779.31 |
| SHRUBS: | | | | | |
| 5 | Dogwood, Red TWig (#5) | Cornus Sericea 'Bailey' | 32.44 | | 162.18 |
| 10 | Grass, Feather Reed (#5) | Calamagrostis Arundinacea 'Karl Foerster' | 69.76 | | 697.64 |

18 of 18 Plant Units

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this 'Agreement'), dated March 23, 2023 is between Mrs. Bj Pell whose address is Talyns reach West Subdivision, City, State, Zip Code ('Owner') and COLORADO DESIGNSCAPES, INC., hereinafter called 'Contractor,' whose address is 15440 East Fremont Drive, Centennial, CO 80112.

1. **DESCRIPTION OF THE WORK.** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the 'Project') upon the following real property: Mrs. Bj Pell's Property at: Talyns reach West Subdivision, City, State, Zip Code (the 'Project Site'). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.

2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$10,763.67 payable as follows: 25% down which is \$2,600.00 at contract signing and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.

3. **PLANS, SPECIFICATIONS AND PERMITS:** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HUA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus (0) 1 foot and in a clean condition.

4. **COMPLETION/DELAY:** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-on (i.e., an unexpected scheduling change). Additional move-ons will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments. Installation is based on the Contractor's schedule and is estimated to take place AUG - OCT. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strife or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.

5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.

6. **PHYSICAL CONDITIONS:** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.

7. **INSURANCE:** Contractor shall carry and pay for (i) Worker's Compensation Insurance, and (ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.

8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received.

9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.

10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

11. WARRANTY: The warranties below are subject to receipt of payment in full by Owner and to subsection 11(d).

a. PLANT MATERIAL: Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.

b. IRRIGATION: Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.

c. CONCRETE: Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCI standards and guarantees that concrete installed by it will have proper drainage from standing structures.

d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.

12. LIMITATION OF LIABILITY: Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amounts paid to Contractor under this Agreement.

13. STRUCTURES: Soils test and structural engineering are not part of the scope of services provided under this Agreement.

14. DISPUTE RESOLUTION: All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.

15. MISCELLANEOUS: This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

OWNER:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

Mrs. Bj Fell

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

ESTIMATE PREPARED FOR:

Mrs. Bj Pell
 Taylors Reach West Subdivision
 City, State, Zip Code
 bjsteve95@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7040

Designer 44643

ID: M420451-H125

Bid Date: 23-Mar-2022

PROJECT DESCRIPTION:

Add cobble East of 470 on Arapahoe Road

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|--|----------|------|-----------|----------|------|----------|-----------|
| • Plant Material See Exhibit A (Attached); includes Delivery and Layout | 0 | Each | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Mobilization - 0-10 Miles / Job Site Trailer, Sanitary, Disposal, Bonding & Review fees if needed | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Demolition & Removal - Prep area for new cobble | 1 | T&M | 0.00 | 2,450.00 | 0.00 | 1,275.80 | 3,725.80 |
| • Dump Fee - Dump fee to recycle yard. Will be billed based on actual Time & Materials. | 1 | T&M | 579.91 | 0.00 | 0.00 | 0.00 | 579.91 |
| • Typar (Installed under rock) - Weed Barrier, Including Fabric Pins | 3,600 | SF | 2,020.89 | 708.96 | 0.00 | 0.00 | 2,729.85 |
| • 2"-4" Mountain Cobble (Installed) | 44 | CY | 7,180.85 | 5,600.00 | 0.00 | 2,551.59 | 15,332.44 |

• Permits & Engineering - Not included in this estimate

• Nightscaping

Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote.

Drew DaHarb - Lighting and Audio Design 303.941.8799 / ddaharb@designscapes.org

| | | | | | |
|---------------|------------------|-----------------|-------------|-----------------|------------------|
| TOTALS | 10,213.61 | 8,758.96 | 0.00 | 3,827.39 | 22,799.96 |
|---------------|------------------|-----------------|-------------|-----------------|------------------|

NOTES:

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$70/hr; MSRP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground utilities (if any exist) unless by Homeowner request. Designscapes Colorado is not responsible for drainage systems

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this "Agreement"), dated March 23, 2022 is between Mrs. Bj Pell whose address is Taylins Reach West Subdivision, City, State, Zip Code ("Owner") and COLORADO DESIGNSCAPES, INC., hereinafter called "Contractor," whose address is 15440 East Fremont Drive, Centennial, CO 80112

1. **DESCRIPTION OF THE WORK:** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the "Project") upon the following real property: Mrs. Bj Pell's Property at: Taylins Reach West Subdivision, City, State, Zip Code (the "Project Site"). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.
2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$22,799.96 payable as follows: 25% down which is \$5,699.99 at contract signing and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.
3. **PLANS, SPECIFICATIONS AND PERMITS:** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HOA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus 0.1 foot and in a clean condition.
4. **COMPLETION/DELAY:** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-on (i.e., an unexpected scheduling change). Additional move-ons will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments. Installation is based on the Contractor's schedule and is estimated to take place August-October 2022. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing, or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strife or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.
5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.
6. **PHYSICAL CONDITIONS:** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.
7. **INSURANCE:** Contractor shall carry and pay for i) Worker's Compensation Insurance, and ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.
8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received.
9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.
10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

- 11 **WARRANTY.** The warranties below are subject to receipt of payment in full by Owner and to subsection 11(d).
- a. **PLANT MATERIAL.** Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.
 - b. **IRRIGATION.** Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.
 - c. **CONCRETE.** Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes: scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCI standards and guarantees that concrete installed by it will have proper drainage from standing structures.
 - d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.
- 12 **LIMITATION OF LIABILITY.** Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amounts paid to Contractor under this Agreement.
- 13 **STRUCTURES.** Soils test and structural engineering are not part of the scope of services provided under this Agreement.
- 14 **DISPUTE RESOLUTION.** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.
- 15 **MISCELLANEOUS.** This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

By: _____
Name: _____
Date: _____

OWNER:

Mrs. EJ Pell

By: _____
Name: _____
Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

ESTIMATE PREPARED FOR:

Mrs. BJ Pelt
 Talylins reach West Subdivision
 City, State, Zip Code
 bjsteve95@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7040

Designer Type Today's Date as M/D

ID: M42M05-H246

Bid Date: 23-Mar-2022

PROJECT DESCRIPTION:

Add Large Entry Monument at Corner pt E, Plymouth Drive and S. Aurora Pkwy

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|--|----------|------|------------------|------------------|------------------|-----------------|------------------|
| • Plant Material - See Exhibit A (Attached); includes Delivery and Layout | 0 | Each | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Mobilization - 0-50 Miles / Job Site Trailer, Sanitary, Disposal, Bonding & Review fees if needed | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Transplant - Transplant Plants Determined by Brian and BJ. Allowance. NO WARRANTY. One Full Day with Three Guys | 1 | LS | 0.00 | 2,100.00 | 0.00 | 0.00 | 2,100.00 |
| • Site Prep For Sign - One Day For Site Prep for Sign. Excavate for sign, But Back Irrigation, Mow Mulch, excavate for Footer | 1 | LS | 0.00 | 2,800.00 | 0.00 | 637.90 | 3,437.90 |
| • Pour Footer - ALLOWANCE for Concrete Footing and Concrete to hold sign upright | 1 | LS | 700.00 | 1,050.00 | 991.90 | 0.00 | 2,741.90 |
| • Concrete Truck - Concrete Pump Truck | 1 | LS | 0.00 | 0.00 | 637.65 | 0.00 | 637.65 |
| • Flagstone Sign - ALLOWANCE for 8 Ton Flagstone Stone. Includes Freight. Will Bill out actual tonage installed and delivered | 1 | LS | 4,437.72 | 2,450.00 | 0.00 | 1,275.80 | 8,163.52 |
| • Crane Service - 90 Ton Crane Service for one Full Day to Set Two Signs. DOES NOT INC. VOP PERMIT IF NEEDED for sign and/or Traffic control | 1 | LS | 0.00 | 0.00 | 3,879.89 | 0.00 | 3,879.89 |
| • Backfill - Back Fill Sign | 1 | LS | 0.00 | 980.00 | 0.00 | 0.00 | 980.00 |
| • Granite Boulders (installed) - 2-3' Mountain | 40 | TON | 9,713.67 | 7,000.00 | 0.00 | 1,407.13 | 18,120.80 |
| • Excavate For Flagstone Walls - Dig and Cur-In Walls for two Red Flagstone small 20" High +/- in Front and On side to Create Planting for Annuals | 1 | LS | 0.00 | 350.00 | 94.47 | 637.90 | 1,082.37 |
| • Red Flagstone Dry Stay Wall - Red Flagstone small 20" High +/- in Front and On side to Create Planting for Annuals | 200 | LF | 0.00 | 0.00 | 26,383.27 | 0.00 | 26,383.27 |
| • Backfill Walls - Backfill Walls | 1 | LS | 0.00 | 490.00 | 0.00 | 0.00 | 490.00 |
| • Signage NOT INCLUDED - Signage TBD. To be determined on Metal Prices and Installation at time of install | 1 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Permits & Engineering - Not included in this estimate | | | | | | | |
| • Hardscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote. Drew DaHarb - Lighting and Audio Design 303.941.8799 / ddaharb@designscapes.org | | | | | | | |
| TOTALS | | | 15,293.32 | 17,220.00 | 31,987.18 | 3,958.72 | 68,449.22 |

NOTES:

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$70/hr; MSP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground pavers/drain pipes unless by Homeowner request. Designscapes Colorado is not responsible for drainage problems.

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this 'Agreement'), dated March 23, 2022 is between Mrs. Bj Pell whose address is Talyns reach West Subdivision, City, State, Zip Code ('Owner') and COLORADO DESIGNSCAPES, INC., hereinafter called 'Contractor,' whose address is 15440 East Fremont Drive, Centennial, CO 80112.

1. **DESCRIPTION OF THE WORK.** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the 'Project') upon the following real property: Mrs. Bj Pell's Property at: Talyns reach West Subdivision; City, State, Zip Code (the 'Project Site'). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.
2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$68,419.22 payable as follows: 25% down which is \$17,100.00 at contract signing and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.
3. **PLANS, SPECIFICATIONS AND PERMITS:** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HOA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus 0.1 foot and in a clean condition.
4. **COMPLETION/DELAY:** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-on (i.e., an unexpected scheduling change). Additional move-ons will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments, installation is based on the Contractor's schedule and is estimated to take place AUG-OCT. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemic or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strife or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.
5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.
6. **PHYSICAL CONDITIONS:** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.
7. **INSURANCE:** Contractor shall carry and pay for i) Worker's Compensation Insurance, and ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.
8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received.
9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.
10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

11. **WARRANTY:** The warranties below are subject to receipt of payment in full by Owner and to subsection 11(d).

a. **PLANT MATERIAL:** Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.

b. **IRRIGATION:** Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.

c. **CONCRETE:** Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCI standards and guarantees that concrete installed by it will have proper drainage from standing structures.

d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.

12. **LIMITATION OF LIABILITY:** Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amounts paid to Contractor under this Agreement.

13. **STRUCTURES:** Soils test and structural engineering are not part of the scope of services provided under this Agreement.

14. **DISPUTE RESOLUTION:** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.

15. **MISCELLANEOUS:** This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

OWNER:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

Mrs. Bj Pell

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

ESTIMATE PREPARED FOR:

Mrs. GJ Pell
 Talyns reach West Subdivision
 City, State, Zip Code
 bjnstev35@yahoo.com ~ 720-217-1427

DESIGNSCAPES COLORADO, INC.

15440 East Fremont Drive
 Centennial, Colorado 80112
 Phone (303)721-9003; Fax (303)755-7000

Designer Type Today's Date as M/D

PROJECT DESCRIPTION:

Add Large Entry Monument at e Arapahoe Road

ID: M420380-H86

Bid Date: 5-Apr-2022

| ITEM with Description | QUANTITY | UNIT | MATERIALS | LABOR | SUBS | EQUIP | TOTAL |
|---|----------|------|-----------------|-----------------|------------------|-----------------|------------------|
| • Plant Material - See Exhibit A (Attached); includes Delivery and Layout | 0 | Each | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Mobilization - 0-10 Miles / Job Site Trailer, Sanitary, Disposal, Bonding & Review fees if needed | 1 | LS | 431.92 | 0.00 | 0.00 | 0.00 | 431.92 |
| • Site Prep For Sign - One Day For Site Prep for Sign, Excavate for sign, but Back Irrigation, Move Match, excavate for footer | 1 | LS | 0.00 | 700.00 | 0.00 | 637.90 | 1,337.90 |
| • Pour Footer - ALLOWANCE for Concrete Footing and Concrete to hold sign upright | 1 | LS | 700.00 | 1,050.00 | 991.90 | 0.00 | 2,741.90 |
| • Concrete Truck - Concrete Pump Truck | 1 | LS | 0.00 | 0.00 | 637.65 | 0.00 | 637.65 |
| • Flagstone Sign - ALLOWANCE for 8 Ton Flagstone Stone, includes Freight. Will Bill on actual tonnage installed and delivered | 1 | LS | 4,437.72 | 2,450.00 | 0.00 | 1,275.80 | 8,163.52 |
| • Crane Service - 90 ton Crane Service for one Full Day to Set Two Signs. DOES NOT INCLUDE PERMIT if NEEDED for sign and/or Traffic control | 1 | LS | 0.00 | 0.00 | 3,879.69 | 0.00 | 3,879.69 |
| • Backfill - Back Fill Sign | 1 | LS | 0.00 | 980.00 | 0.00 | 0.00 | 980.00 |
| • New Footer For New Side Columns - Pour New Footer for New Flagstone Columns | 1 | LS | 0.00 | 0.00 | 1,086.37 | 0.00 | 1,086.37 |
| • Excavate For Flagstone Columns - Excavate for Footers | 1 | LS | 0.00 | 350.00 | 94.47 | 637.90 | 1,082.37 |
| • Red Flagstone columns - Allowance for Red Flagstone Walls on either side of entry monuments. | 1 | LS | 0.00 | 0.00 | 29,487.18 | 0.00 | 29,487.18 |
| • Backfill Walls - Backfill Walls | 1 | LS | 0.00 | 490.00 | 0.00 | 0.00 | 490.00 |
| • Signage NOT INCLUDED - Signage TBD. To be determined on Metal Prices and installation of time of install | 1 | Q | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| • Permits & Engineering - Not included in this estimate | | | | | | | |
| • Nightscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote: Drew DaHarb Lighting and Audio Design 303.941.8799 / ddaaharb@designscapes.org | | | | | | | |
| TOTALS | | | 5,569.64 | 6,020.00 | 36,177.46 | 2,551.59 | 50,318.70 |

NOTES:

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$70/hr, M59P)
- Not responsible for CIVILIAN utilities not marked or identified by owner
- We do not recommend underground pipes/drain pipes unless by homeowner request. Designscapes Colorado is not responsible for drainage problems.

LANDSCAPE CONSTRUCTION CONTRACT

THIS AGREEMENT (this 'Agreement'), dated April 5, 2022 is between Mrs. Bj Pell whose address is Talyns reach West Subdivision, City, State, Zip Code ('Owner') and COLORADO DESIGNSCAPES, INC., hereinafter called 'Contractor,' whose address is 15440 East Fremont Drive, Centennial, CO 80112.

1. **DESCRIPTION OF THE WORK.** Contractor will furnish all labor and materials to construction and complete in a workmanlike manner a landscaping project (the 'Project') upon the following real property: Mrs. Bj Pell's Property at: Talyns reach West Subdivision, City, State, Zip Code (the 'Project Site'). Owner will locate and establish the property lines and private utilities for the Contractor and will provide boundary stakes for the Project Site.
2. **PROJECT FEE:** Owner will pay Contractor with certified funds or check a total Project Fee of \$50,318.70 payable as follows: 25% down which is \$12,500.00 at contract signing and monthly payments over the term of the contract with the final balance due within two (2) business days of completion of the Project. Any invoices that become past due arising out of or relating to this Agreement will be charged a finance charge of 24% per annum on the past due balance.
3. **PLANS, SPECIFICATIONS AND PERMITS:** The Project will be constructed according to the plans, specifications, and addenda prepared by Contractor, a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein. Contractor will obtain and pay for all construction permits required and Owner will pay charges and assessments required by public bodies and utilities. In the event HOA permission is required, Owner will obtain such permission before Contractor begins any work. All grades shall be received by Contractor at finished grade plus or minus 0.1 foot and in a clean condition.
4. **COMPLETION/DELAY:** Contractor shall complete the Project within 90 calendar days after commencement, subject to force majeure events. The Project Fee is based on one move-on (i.e., an unexpected scheduling change). Additional move-ons will be charged \$500. If the Project is constructed in increments, any applicable post-installation maintenance will be performed, completed and turned over to Owner in increments. Installation is based on the Contractor's schedule and is estimated to take place AUG - OCT. If the schedule is delayed due through no fault of Contractor and labor rates and/or material costs increase during the delay, increases will be applied at current labor rates and material costs. Extended delays of thirty (30) days or more, due to no fault of the Contractor, entitle the Contractor to a percent complete billing and Owner payment for work completed before the delay. Force majeure events shall mean any events that are outside the reasonable control of Contractor, including but not limited to natural disasters (e.g., hurricanes, floods, earthquakes, etc.), strikes, picketing or other labor disputes, embargoes, governmental regulations, governmental orders, unusual governmental action, pandemics or epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, labor or material shortages or unavailability, acts of God, casualty, weather, war, terrorist acts, military action, riots, civil unrest, or other strife or damage to work in progress by reason of fire or other casualty. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the end of the force majeure event.
5. **EXTRA WORK:** All work outside of that enumerated in Exhibit 1 shall be subject to additional costs.
6. **PHYSICAL CONDITIONS:** If conditions are encountered at the Project Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in Exhibit 1, or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, then Contractor shall provide Owner with prompt notice before conditions are disturbed. Contractor will promptly investigate the conditions, and if such conditions cause an increase or decrease in Contractor's costs of, or time required for, performance of any part of the Project, Contractor will estimate an equitable adjustment in the Project Fee or time for completion of the Agreement, or both. If an adjustment in the Project Fee is required, Owner and Contractor shall execute a change order.
7. **INSURANCE:** Contractor shall carry and pay for i) Worker's Compensation Insurance, and ii) Comprehensive General and Automobile Liability Insurance providing bodily injury and property damage coverage including contractual liability coverage. Contractor shall furnish Owner with copies of said policies and expiration dates upon request.
8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment has not been made timely to Contractor under this Agreement. Contractor may keep the job site until all payments due are received.
9. **CLEAN-UP:** Upon completion of the work, Contractor will remove debris and surplus materials created by its operation from the Project Site and leave it in a neat and clean condition.
10. **MAINTENANCE:** Post-installation maintenance is not included in this Agreement.

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

LANDSCAPE CONSTRUCTION CONTRACT

11. **WARRANTY.** The warranties below are subject to receipt of payment in full by Owner and to subsection 11(d).

a. **PLANT MATERIAL.** Contractor warrants all exterior nursery plants, shrubs and trees sold ("Plants") and installed to be true to name, free from disease, sound and healthy at time of installation and capable of living for a period of one (1) year from date of installation.

b. **IRRIGATION.** Contractor warrants all underground sprinkler systems newly installed by Contractor with materials provided by Contractor for one (1) year. Contractor will shut off and drain system for winter protection, following initial installation of a new backflow. Drip and other irrigation output adjustments (as determined by weather, planting types, etc.) are the responsibility of Owner after Contractor's completion of the Project.

c. **CONCRETE.** Contractor warrants all material and workmanship for twelve (12) months. Notwithstanding the foregoing, this warranty excludes scaling resulting from de-icers or ice-melting agents and road salts from vehicles, and cracking of concrete as a result of unstable soils or temperature changes that result in expansion/contraction. Contractor warrants compaction of all materials placed by Contractor of up to 12 inches of original soils, but is not responsible for deep compaction over 12 inches, or any compaction that was performed by others. Contractor follows ASCI standards and guarantee that concrete installed by it will have proper drainage from standing structures.

d. The following are specifically excluded from any warranty coverage: i) damage due to Owner's or another party's use of lawnmowers, snowplows, vehicles, aerators, etc.; ii) damage due to burrowing animals; iii) damage caused by natural events, including freezing, hail storms, lightning strikes, flooding, etc.; iv) sand and dirt contamination from water source; v) power failure or surges affecting irrigation controls.

12. **LIMITATION OF LIABILITY.** Contractor shall not be liable to Owner for any indirect, incidental, consequential, or punitive damages, or the cost of procurement of substitute services. Contractor's aggregate liability for all damages of any kind arising out of or relating to this Agreement, in contract or in tort, shall not exceed the amounts paid to Contractor under this Agreement.

13. **STRUCTURES.** Soils test and structural engineering are not part of the scope of services provided under this Agreement.

14. **DISPUTE RESOLUTION.** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Colorado, without regard to principles of conflict of laws. Any action arising out of or relating to this Agreement will be brought only in the state courts located in Arapahoe County, Colorado, and the Parties expressly consent to such courts' exclusive jurisdiction and irrevocably waive any objection with respect to the same. In the event that Contractor brings an action for purposes of collecting any amounts due hereunder and is successful in the same, Contractor shall be entitled to its reasonable attorneys' fees and costs, including any expert fees, resulting from all collection efforts.

15. **MISCELLANEOUS.** This Agreement contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed by the parties to this Agreement in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

OWNER:

COLORADO DESIGNSCAPES, INC.,
a Colorado corporation

Mrs. Bj Pell

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Colorado Designscapes, Inc. ~ 15440 East Fremont Drive ~ Centennial, Colorado 80112 ~ (303) 721-9003

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|---|---|---|---|---|--|--|--|--|--|--|---|--|--|--|---|--|-----------|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|
| <p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | <p>Give Form to the requester. Do not send to the IRS.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Colorado Designscapes, Inc.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>2 Business name/disregarded entity name, if different from above Designscapes Colorado, Inc.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Print or type. See Specific Instructions on page 3.</p> | <p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><small>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 by 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.</small></p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> | | <p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>Exemptions reported are maintained on the e-file</small></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions. 15440 E. Fremont Drive</p> | | <p>Requester's name and address (optional)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>6 City, state, and ZIP code Centennial, CO 80112</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>7 List account number(s) here (optional)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Part I Taxpayer Identification Number (TIN)</p> <p>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 <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;">-</td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;">-</td> <td style="width: 25px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px;">0</td> <td style="width: 25px;">4</td> <td style="width: 25px;">-</td> <td style="width: 25px;">1</td> <td style="width: 25px;">1</td> <td style="width: 25px;">9</td> <td style="width: 25px;">7</td> <td style="width: 25px;">1</td> <td style="width: 25px;">3</td> </tr> </table> | | | Social security number | | | | | | | | | | | | - | | | | - | | or | | | | | | | | | Employer identification number | | | | | | | | | 0 | 4 | - | 1 | 1 | 9 | 7 | 1 | 3 |
| Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | - | | | | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| or | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | 4 | - | 1 | 1 | 9 | 7 | 1 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Sign Here</p> | <p>Signature of U.S. person ► </p> | <p>Date ► 1/25/2022</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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:</p> <ul style="list-style-type: none"> 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 (circulated debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Cat. No. 10231X</p> | | <p>Form W-9 (Rev. 10-2018)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
04/07/2022

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 have ADDITIONAL INSURED provisions or 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 Moody Insurance Agency, Inc. 6055 East Tufts Avenue Suite 1000 Denver CO 80237 | CONTACT NAME: Moody Insurance Agency, Inc. PHONE (A/C, No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com |
| INSURED Colorado Designscapes, Inc., DBA: Designscapes Colorado 15440 E Fremont Drive Centennial CO 80112 | INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co of America NAIC # 12572 INSURER B: Fidelity Assurance 41190 INSURER C: Westchester Surplus Lines 10172 INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 22-23 Master 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.

| INSTR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <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"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | S2324638 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/ADG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | S2324638 | 01/01/2022 | 01/01/2023 | 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 DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | S2324638 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below | Y/N N | 4051150 | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> STAT-PR P.L. EACH ACCIDENT \$ 1,000,000 P.L. DISEASE - EA EMPLOYEE \$ 1,000,000 P.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Pollution Liability | | G71000257003 | 01/01/2022 | 01/01/2023 | Per Occurrence \$1,000,000 Aggregate \$2,000,000 Deductible \$10,000 |

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

| | |
|---|---|
| CERTIFICATE HOLDER Tallyn's Reach Authority 24900 E Park Crescent Drive Aurora CO 80016 | CANCELLATION 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 <i>Moody Insurance Agency</i> |
|---|---|

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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,

COLORADO DESIGNSCAPES, INC.

is a

Corporation

formed or registered on 04/24/1992 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 19921042375

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/05/2022 that have been posted, and by documents delivered to this office electronically through 04/06/2022 @ 16:03:21 .

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 04/06/2022 @ 16:03:21 in accordance with applicable law. This certificate is assigned Confirmation Number 13926985



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/brz/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."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: FA96A03DCAA94DEFB44CD2D3CE76DB7C | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach Auth - Colo Designscapes Agmt | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 46 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |

Record Tracking

| | | |
|-----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 4/19/2022 12:27:46 PM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

7BD319407C7A455...
Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
Using IP Address: 8.46.80.1

Timestamp

Sent: 4/19/2022 12:32:12 PM
Viewed: 4/19/2022 1:11:41 PM
Signed: 4/19/2022 1:12:04 PM

Electronic Record and Signature Disclosure:

Accepted: 4/19/2022 1:11:41 PM
ID: 6a3f4408-7df8-48a4-b15b-5947cf8438ba

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:


5D0F27EA0668456...
Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 70.59.25.236

Sent: 4/19/2022 1:12:07 PM
Viewed: 4/19/2022 2:32:53 PM
Signed: 4/19/2022 2:33:08 PM

Electronic Record and Signature Disclosure:

Accepted: 4/19/2022 2:32:53 PM
ID: 65e6c7d9-7277-46a0-92a7-47c7770c84fb

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

DBCBC3D5CA84CA...
Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
Using IP Address: 50.209.233.181

Sent: 4/19/2022 2:33:10 PM
Viewed: 4/19/2022 2:44:01 PM
Signed: 4/19/2022 2:44:10 PM

Electronic Record and Signature Disclosure:

Accepted: 4/19/2022 2:44:01 PM
ID: 6b32fb67-9b6f-4b8f-8843-f280b8a05480

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

| Agent Delivery Events | Status | Timestamp |
|---|------------------|-----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/19/2022 12:32:12 PM |
| Certified Delivered | Security Checked | 4/19/2022 2:44:01 PM |
| Signing Complete | Security Checked | 4/19/2022 2:44:10 PM |
| Completed | Security Checked | 4/19/2022 2:44:10 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**INDEPENDENT CONTRACTOR AGREEMENT
(MEDIAN LANDSCAPE PLANTING)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 3rd day of March, 2022, by and between TALLYNS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”) and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022.

3. ADDITIONAL SERVICES. The Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 workers without authorization 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 workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Greenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

BrightView Landscape Services, Inc.
8888 N. Motsenbocker Rd., Ste. A
Attention: Sara Rutman
Phone: (303) 229-5589
Email: sara.rutman@brightview.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and

the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 A** 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 A**, 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 A** 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 A**, 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.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:
TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson
7BD319467G7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
Mike Dell'Orfano
359664F3786B41D...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dicklauer
BBGBGE3D5CA84CA...

General Counsel for the Authority

District's Signature Page to Independent Contractor Agreement for Median Landscape Planting Services with BrightView Landscape Services, Inc., dated March 3, 2022

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Colorado corporation



Mike Kompinski
Printed Name

Branch Manager
Title

STATE OF COLORADO)

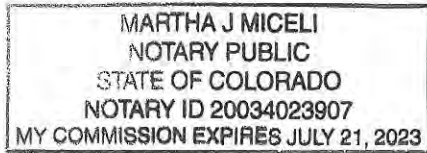
COUNTY OF Douglas)

ss.

The foregoing instrument was acknowledged before me this 27th day of April, 2022, by Michael Kompinski as the Branch manager of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2023




Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Median Landscape Planting Services with Tallyn's Reach Authority, dated March 3, 2022

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION SCHEDULE



April 26, 2022
Page 1 of 2

Proposal for Extra Work at Tallyn's Reach Authority

| | | | |
|---------------------|---|-----------------|--|
| Property Name | Tallyn's Reach Authority | Contact | Celaste Terrell |
| Property Address | 24800 E Park Crescent Dr. Aurora, CO 80016 | To | Tallyn's Reach Authority |
| | | Billing Address | 370 Interlocken Blvd Ste 500 Broomfield, CO 80021 |
| Project Name | Aurora Parkway Design | | |
| Project Description | Aurora Parkway Design | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|--|----------|-----------------------|
| 1.00 | LUMP SUM | Aurora Parkway Design |
| <p>Design will be done by Brightview Design Group per the details provided by BVDG and submitted to the city by BVDG. Once all is approved then we will provide a bid for the install.</p> <p>Design will be submitted to the city within two weeks of receiving a fully executed contract. Any visuals discussed between Harry and Ryan will be done after the submittal to the city. Having the submittal into the city is separate from receiving City approval. There is now guarantee that the city will have everything approved by that date.</p> | | |

For internal use only

SOF 7796141
JOB# 400300815
Service Line 530

Total Price \$10,000.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph: (303) 841-2000 fax: (303) 841-2177

April 26, 2022

Page 2 of 2

TERMS & CONDITIONS

1. **The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.**
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquakes, hurricanes and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of viable tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract
 Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer
 Property Manager
 Signature _____ Title _____
 Celeste Terrell April 26, 2022
 Printed Name _____ Date _____
 BrightView Landscape Services, Inc. "BrightView"
 Account Manager
 Signature _____ Title _____
 Sara Rutman April 26, 2022
 Printed Name _____ Date _____

Job #: 400300615 Proposed Price: \$10,000.00
 SO #: 7796141



TALLYN'S REACH MEDIAN IMPROVEMENTS
TALLYN'S REACH, AURORA, COLORADO

**PROPOSAL FOR
LANDSCAPE ARCHITECTURAL
DESIGN SERVICES**

FEBRUARY 7, 2022

PRESENTED TO
BrightView Landscape Services
Ms. Sara Rutman
8888 Molsenbocker Road, Parker, Colorado, 80134
303.229.5589 | Sara.Rutman@brightview.com

PREPARED BY
Mr. Eliot Hoyt, Managing Principal
BrightView Design Group
1645 Grant Street, Denver, Colorado 80203
303.825.2010 | eliot.hoyt@brightview.com

PROJECT UNDERSTANDING

BrightView Design Group (BVDG) (Consultant) is pleased to submit the following proposal for landscape architecture design services to BrightView Landscape Services (Client) for Tallyn's Reach located along South Aurora Parkway between E. Arapahoe Dr. and E. Irish Dr. In Aurora, Colorado. The Consultant has based this proposal on your email correspondence on 2/2/2022, and the preliminary concept map (attached as an exhibit).

I. SCOPE OF SERVICES

The scope of design is understood to include landscape design. The Consultant's efforts will include the preparation of Schematic Design and Construction Documentation services for the project.

The scope of design is understood to include the following elements associated with the outdoor space:

Base Scope of Services:

1. Exterior landscape planting within existing medians along South Aurora Parkway

The following specific tasks will be completed within the scope of services:

TASK 1: SCHEMATIC DESIGN

Estimated Duration: 2 weeks

This phase will begin with a kick-off meeting with the Client, and other appropriate members of the project team to review program criteria and current design direction, schedule, and the construction budget for the landscape improvements. The Consultant will then develop a preliminary concept design presented in a Schematic Design Package that will illustrate the character, scale and relationships of the landscape design solution.

Key Tasks:

1. Project Kickoff - The Consultant will participate in project kickoff with the project team in order to familiarize ourselves with the project and fully understand the goals and vision for the project. Prior to the meeting the team will review existing documentation and plans.
2. The Consultant will coordinate and submit a Schematic Design Package to the Client. The following deliverables will be included:
 - a. Site Base - The Consultant will produce an approximate site base referenced from aerial imagery, communicating horizontal control of existing medians, curbs, roads and sidewalks. Enough context will be included to communicate site improvement locations in the community scale.
 - b. Concept Landscape Plan - The Consultant will produce a concept design for the landscape areas relevant to the submittal the Client is making to the Municipality. This plan will illustrate the layout of all plant massing and softscape materials.
 - c. Design Character Imagery - The Consultant will provide plant imagery to assist the design team in visualizing the design intent for the landscape program.

Deliverables:

The Consultant will provide the following design deliverables:

1. Concept Landscape Plan (Color Rendered Format / AutoCAD Format)
2. Planting Palette Imagery (PDF Format)

Meetings:

The Consultant will participate in the following meetings:

1. One (1) Project Kickoff
2. One (1) Site Visit
3. Two (2) Design Review Coordination Meetings

Tallyn's Reach Median Improvements
February 7, 2022
Page 2 of 10

Submittals:

1. One (1) submittal is included in this phase, with drafts of each component of the package issued for review during coordination meetings.

TASK 2: CONSTRUCTION DOCUMENTATION
Estimated Duration: 2 Weeks

Within one week of Client's notice to proceed with Construction Documents, the Consultant will begin to prepare construction documents for the proposed site and landscape improvements. The construction documents will serve as permit/construction documents at the end of this phase. The 75% documents are intended to be used for municipal review submittal. Two Municipal revisions will be addressed as part of the Final Construction Documents.

Deliverables:

1. Planting Plans and Details - The Consultant will prepare site location plan, planting plans and typical installation details that indicate plant species, sizes, quantities and locations for turf and native grasses, ornamental grasses, shrubs, perennials, and trees. (AutoCAD format)

Meetings:

1. Client/Design Team Coordination Meetings - The Consultant will attend up to two (2) remote presentations and/or coordination meetings with the Client and other team members.
2. Municipal Review Meetings - The Consultant will attend up to two (2) meetings that are anticipated with the municipality to coordinate plan review.

Submittals:

1. Construction Document Submittal - up to two (2) submittals (75% for review and Final)
2. Municipal Review Submittals - Up to two (2) submittals will be provided for municipal review. The 75% and Final Construction Documents submittals will be formatted to serve as the municipal review and permit submittals.
3. Remaining comments generated from the Client, team coordination, and municipal review will be addressed in the Final set.

TASK 3: CONSTRUCTION OBSERVATION
Duration: Commensurate with the construction schedule

The Consultant will provide construction observation services to support Contractor's understanding of the landscape design intent during the project's implementation.

Key Tasks:

These services will include the following key tasks:

1. Construction Meetings and Field Observation Visits - The Consultant will attend project meetings and field observation visits to support the Contractor during the project's implementation. Consultant will provide periodic site visits to observe completed work quality and general compliance with the design intent and requirements.

Deliverables:

1. Field Reports or Punch Lists - prepare typed Field Reports or "Punch Lists" that comments on the status of construction for each site visit (PDF Format)

Meetings:

1. One (1) On-Site Visit

Tallyn's Reach Median Improvements
 February 7, 2022
 Page 3 of 10

- 2. One (1) On-Site Final Punch

PROFESSIONAL FEES

Based on the Scope of Services detailed above, the following is an estimate of professional and Consultant fees, based on a lump sum agreement.

Base Scope of Services:

| Service | Fixed Fees |
|------------------------------------|------------|
| Task 1: Schematic Design | |
| Task 2: Construction Documentation | |
| Task 3: Construction Observation | |
| Total (Labor only) | |

ADDITIONAL SERVICES

Professional services requested by the Client which are in addition to those listed in this scope of work will be performed only when approved by the Client in writing. Additional services will be billed at the following hourly rates.

BRIGHTVIEW DESIGN GROUP HOURLY RATE SCHEDULE:

Subject to annual revision

| <u>Personnel Category</u> | <u>Hourly Rate</u> |
|---------------------------|--------------------|
| Vice President | \$225 |
| Director | \$220 |
| Managing Principal | \$215 |
| Principal | \$210 |
| Associate Principal | \$185 |
| Associate Lead | \$170 |
| Associate | \$160 |
| Senior Design Manager | \$145 |
| Senior Designer | \$135 |
| Project Designer | \$120 |
| Designer | \$105 |
| Administrative | \$85 |

Reimbursable Expenses

The above fees do not include reimbursable expenses as defined in the attached General Terms and Conditions. Reimbursable items such as airfare, car rental, mileage, hotels, meals (and any other travel related costs), printing, copying, plotting, and shipping are in addition to fees for basic services and will be billed to the client at cost.

A. PROJECT ASSUMPTIONS

1. **Limit Of Work** - The Consultant will provide planning and landscape architectural design services of areas defined by this scope of services based upon the information provided by the Client. Variations or alterations beyond those stated within this proposal shall be brought to the attention of Consultant prior to proceeding on work in these areas not listed within this proposal.
2. **Owner Approvals** - Written or Verbal requests by the Client to commence the next phase of work shall constitute approval of the previous phase of work.
3. **Client Furnished Information** - The Client shall provide the following information for use by the Consultant:
 - a. Topographic Site and boundary Survey in AutoCAD 2014 or equivalent format. This Survey shall clearly indicate property lines, building footprints, curbs, existing and proposed utilities, existing and proposed improvements and other pertinent information deemed necessary by Consultant to prepare all documents.
 - b. Development Program including unit/structure type, total sq. footages, amenities, etc.
 - c. Planning Entitlement Supporting documents - The Client shall provide any County and/or Municipal planning limitations including but not limited to:
 - i. Covenants, encumbrances, easements and development restrictions
 - ii. Environmental Impact statements/reports
 - iii. Archaeological investigations and reports
 - iv. Any other related data related to site limitations as pertinent to the design process.
4. **Base Information / Sheets** - The Client shall provide electronic base sheets that are suitable for Consultant's use in the preparation of planning design documents. These base sheets shall clearly indicate existing property lines, building footprints, roadways, existing and proposed utilities, existing and proposed improvements and other pertinent information deemed necessary by Consultant to prepare documents.
5. **Meetings** - All meetings as described in this Scope of Work are assumed to be held in office of Client or Consultant's office.
6. **Structural Engineering** - a Structural Engineer, directly contracted by others, shall be responsible for providing structural design and Construction Documents and Calculations.
7. **Geotechnical / Soils Engineering** - a Soils Engineer, directly contracted by others, shall be responsible for reviewing and providing details and recommendations pertaining to paving sections, reinforcing, sub-base preparation, and doweling. No engineering services will be provided under the Consultant's scope of services for any phase of work.
8. **Architectural Design Services** - an Architect, directly contractor by others, shall be responsible for providing any required building architectural design services. The Consultant will review these documents for general conformance with the planning / landscape intent. No building architectural design services shall be provided under the Consultant's scope of services for any phase of work.
9. **Civil Engineering** - a Civil Engineer, directly contracted by others, shall be responsible for providing design and civil construction documents for the project. The Consultant will review these documents for general conformance with the planning/ landscape design intent. No civil engineering shall be provided under the Consultant's scope of services for any phase of work.
10. **Project Schedule** - Based on our current understanding of the project and our experience with similar efforts, we have outlined an estimated duration for the proposed work. The project schedule will be refined and confirmed at the time that Consultant receives official notice to proceed from the Client in order to ensure that the proposed work tasks are coordinated with the efforts of other consultant team members retained by the Client.
11. **Additional Services** - The following items, if requested, will be considered as Additional Services to be paid in addition to the fees indicated herein for amounts as mutually agreed.
 - a. Services or products requested beyond the scope of work and products as described.
 - b. All costs for staff associated with meetings other than those outlined in the above scope of services.
 - c. Proposal exclusions that the Client deems to be Consultant's responsibility.
 - d. Modifications to the project Scope of Work and/or Limit of Work as outlined in the aforementioned assumptions and this proposal.
12. **Client-Initiated Program and Budget Revisions** - The Consultant will endeavor to design the Client's development program to the Client's established landscape improvement budget at the project's inception. Preparation of Client initiated revisions to the approved design documents representing a ten percent (10%) or greater modification to the Client's established landscape budget and/or design program will be

Tallyn's Reach Median Improvements
February 7, 2022
Page 5 of 10

considered an additional service and will be subject to additional fees per the attached billing rates. These Client Initiated revisions will be subject to an extension to the proposed design duration/schedule.

13. **Water Features** - The Consultant will not provide design services for any proposed water features.
14. The Consultant assumes that the outlined base scope of services submittals will be used for all City and County Entitlement Submittal(s), if necessary. Submittals beyond the amount listed in this phase will be billed as Additional Services as described in this agreement.
15. Post-bid revisions to the design and/or construction document package are not included in this scope, and will be billed as Additional Services as described in this agreement.

SERVICES PROVIDED BY OTHERS

The Client shall provide the following information, services and products as required for performance of the work. BVDG assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should BVDG be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Digital site survey and/or other drawings of record for existing conditions.
2. Digital architectural and/or engineering plans for all proposed improvements.
3. Geotechnical investigation and reports.
4. Engineering (structural, civil, mechanical, environmental, and electrical).
5. Architecture (buildings, structures, etc.)
6. Graphic Design (signage, wayfinding, project branding, etc.)
7. Stormwater management system design.
8. Grading, Stormwater Management Plan, Erosion and Sedimentation plan.
9. All environmental evaluation services including reports, permitting documents and impact statements.
10. Permitting submittals and/or payment of any/all fees associated with submittals.

EXCLUSIONS

Services not included in this scope of services include the following:

1. Topography, utility, and boundary surveys
2. Existing tree and plant material survey and evaluation
3. Materials testing services
4. Payment for governmental permits, application fees, processing fees, and plan check fees
5. Utility potholing and location services
6. Geotechnical investigations and analysis
7. Environmental investigations and analysis
8. Agricultural/horticultural soil testing
9. Wind load or wind tunnel analysis
10. Identification or delineation of existing or proposed easements/monumented land surveys
11. LEED certification, commissioning, and life cycle analysis monitoring
12. Maintenance manuals and development of project maintenance programs
13. Physical project models, computer fly through digital animations
14. Project branding, marketing and corresponding press releases
15. Identification, delineation, moving, or vacating existing or proposed easements
16. Graphic design services for signage
17. Threatened and endangered species evaluation; wildlife habitat/ecosystem analysis
18. Environmental Impact Statement or Analysis
19. Traffic/vehicular counts and/or baseline traffic data collection
20. Traffic control plans
21. GIS mapping and/or analysis
22. Design, engineering, and procurement of Furniture, Fixtures and Equipment (FF&E)

Tallyn's Reach Median Improvements
February 7, 2022
Page 6 of 10

GENERAL TERMS AND CONDITIONS

Article 1. Payment: Consultant will invoice Client on a monthly basis, in proportion to the percentage of completion against the schedule of fees. All invoices are due and payable within thirty (30) days of the date of the invoice. Client shall notify Consultant in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice.

A service charge will be applied at a rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent amounts.

If a delinquency by Client occurs, Consultant may choose to suspend the Work. If such decision is made, Consultant shall notify Client in writing. Consultant may choose to recommence Work, once the delinquency is cured, and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this Agreement are paid in full. If a delinquency by Client occurs and Consultant chooses not to suspend Work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if Consultant decides to suspend the Work, Consultant shall not be liable for any costs or damages, including, but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such suspension of Work. Client agrees to hold Consultant harmless from and completely indemnify Consultant from and against any and all damages, costs, attorney's fees, and/or other expenses which Consultant may incur as a result of any claim by any person or entity arising out of the suspension of the Work.

Article 2. Executed Contract: Prior to commencement of any services, Client shall return a fully executed contract.

Article 3. Additional Charges: Certain portions of this Agreement may be performed by sub-consultants to Consultant, however, Consultant shall remain responsible for the full performance of such subconsultants.

Services of sub-consultants shall be invoiced at cost. Reimbursable items shall be invoiced at cost, e.g., blueprinting, Xeroxing, graphic reproduction, plotting service costs, telephone and travel costs, such as airfare, car rental, meals, hotels and other related travel costs.

Article 4. Extra Work Services: Extra Work services shall be performed only when requested and approved by Client in writing. These services shall be quoted either on a lump sum amount or performed based on hourly rates. Extra Work services may include, but not be limited to: (i) making planning surveys and special analysis of the Project's needs to clarify the requirements of the project when requested by Client, (ii) making measurements or drawings of existing construction, (iii) revising previously approved drawings to accomplish changes ordered by Client, (iv) providing any field observation on the project beyond what is listed, (v) attending any meetings or presentations beyond what is listed, (vi) assistance to Client in a reasonable, appropriate and professional manner in investigating and addressing claims of project construction deficiencies, (vii) preparation of a Landscape Maintenance Manual, (viii) any work requested by Client or his representative that is not heretofore mentioned.

Article 5. Owner's Responsibility: Unless otherwise stated, Client shall be responsible for: (i) a certified land survey of the site delineating existing grades as required, (ii) complete information concerning available services and utilities for all contract areas and structural soils tests, (iii) horticultural soils reports, which define all soil types and their necessary soils amendments for the use of Consultant, (iv) engineered street sections including curb, gutter, sidewalk, utilities, streetlights and other related improvements, (v) accurate architectural drawings of any proposed building(s) showing building elevations, floor plans, etc., (vi) accurate engineering drawings of the proposed project (vii) accurate engineering services required for the project work per the scope of services provided by Consultant, (viii) all electrical engineering services required of the project work, (ix) all civil engineering services required of the project work, (x) all architectural services required of the project work, (xi) all graphic design services required of the project work, (xii) all utility consultant services required of the project work, (xiii) all American Disability Act Consulting Services required of the project services, (xiv) performing water testing of all key assemblies.

Article 6. Excluded Services: Consultant will not verify or otherwise be responsible for the accuracy or completeness of data, specifications and/or design work provided to Consultant by Client's other design professionals.

Tallyn's Reach Median Improvements
February 7, 2022
Page 7 of 10

Article 7. Ownership of Instruments of Service: Client acknowledges that Consultants' reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Client recognizes that no such documents should be subject to unauthorized reuse, that is, use without the written authorization of Consultant, to do so. Such authorization is essential because it requires Consultant to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. In return for Consultant's relinquishment of ownership, Client agrees to waive any claim against Consultant, its parent, subsidiaries, employees and officers (Indemnitees) and defend, indemnify and hold Indemnitees harmless from any claim or liability from injury or loss allegedly arising from unauthorized reuse of Consultant's instruments of service. Client further agrees to compensate Consultant for any time spent, or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy. Consultant only agrees to relinquish ownership if all services are paid for. Until Consultant's services are paid for in their entirety, the Consultant retains ownership of all reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents. Unauthorized use of these documents by Client or its representatives is strictly forbidden.

Article 8. Opinions of Probable Construction Costs: Consultant has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding, or market conditions. Consultant's Opinions of Probable Construction Costs provided for herein are to be made on the basis of Consultants experience and qualifications. These opinions represent Consultants best judgment due to Consultants familiarity with the construction industry. However, Consultant cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant.

Article 9. Assignment: Neither party to this agreement shall assign its duties and obligations without the prior written consent of the other party.

Article 10. Date of Completion: Due to the fact that Consultant's services are predicated on other consultants' plans, Client approvals, agency approvals and circumstances beyond Consultants control, Consultant cannot specify a completion date for the services to be performed under this agreement. Consultant and Client each waive any right to claim or to recover any consequential damages from the other concerning any breach or alleged breach of any duties or obligation pursuant or related to this agreement, including without limitation, the termination of this agreement.

Article 11. Limitation of Liability: Client agrees to limit Consultant's liability to Client and all construction contractors and subcontractors on the project, due to Consultant's negligent acts, errors or omissions, so that the total aggregate liability of Consultant shall not exceed the limits set forth under Consultant's Professional Liability policy.

Consultant shall not be held responsible for the means, methods or appropriateness of the installation procedures undertaken by any contractor, nor for the job site safety. Consultant shall not be held responsible for determining and marking the location of underground pipes, wires, conduits, cables or structures such as gas lines, fiber optics, irrigation or septic systems, or any other items which may exist below the surface of the ground. Consultant shall not be held responsible for identifying, locating, discovering, removal and/or treatment of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.

Article 12. Limitation Regarding Parties: Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and or asserted only against Consultant, as a Corporation, and not against any of Consultants shareholders, landscape architects, directors, officers or employees.

Article 13. Termination of Agreement: This agreement may be terminated by either party effective thirty (30) days after receipt from the other party of a written notice via registered mail, of such termination. In the event of termination, Consultant shall be entitled to receive full compensation for fees and expenses outstanding as of the effective date of the termination.

Article 14. Attorney Fees: This Agreement shall be governed by the laws of the state of Colorado. To the extent permitted by law, Client and Consultant hereby waive all rights to a trial by jury. If a dispute arises under

Tallyn's Reach Median Improvements
February 7, 2022
Page 8 of 10

this agreement and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

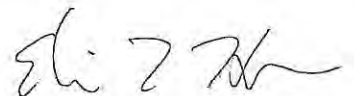
Client Approval:

Signature

Date

Printed Name

BrightView Design Group (Consultant):



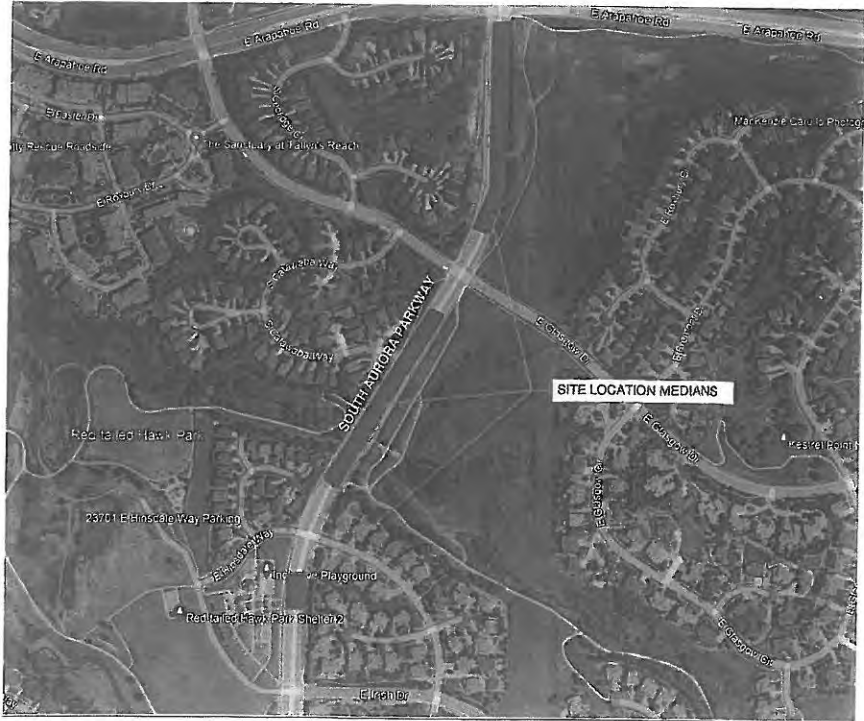
Signature

2/7/2022
Date

Eliot Hoyt, Managing Principal
Printed Name

Tallyn's Reach Median Improvements
February 7, 2022
Page 9 of 10

Exhibit A
Three Existing Medians: Design of Planting and Ground Cover replacement



Tallyn's Reach Median Improvements
February 7, 2022
Page 10 of 10

EXHIBIT B CONTRACTOR'S COMPLETED W-9

Form W-9
Request for Taxpayer Identification Number and Certification

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

1. Do not check any of the boxes below unless you have the return number it requests or the TIN and the last information.

2. Business name (see instructions for format if different from above)

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

Individual proprietor or single-member LLC
 S Corporation
 C Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the U.S. classification (S-C corporation, S-S corporation, R-Partnership) in the space provided below for the tax classification of the entity (enter none, C-Corporation, S-Corporation, S-S Corporation, R-Partnership, or another LLC classification if designated from the owner for U.S. federal tax purposes. Do not enter a classification if C-Corporation is designated from the owner. You must check the appropriate box for the tax classification of the owner.)

4. Other (see instructions)

5. Address (number, street, and apt. or suite no.) for correspondence

6. City, state, and ZIP code

7. List account number(s) (see instructions)

8. Exemptions. Boxes apply only to certain entities; no individual filers. See instructions on page 31.

9. Beneficial payee(s) (if any)

10. Exemption from FATCA reporting (if any)

11. Beneficial payee(s) (if any)

12. Exemption from FATCA reporting (if any)

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

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, or (d) I am a U.S. citizen or other U.S. person (defined below) 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 check option 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, form 2 address network, For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments after that interest and dividends, you are not required to enter the certification but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person:  Date: 1/8/19

General Instructions

Qualified retirement and the Internal Revenue Code rules that apply to you.

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/form990.

Purpose of Form

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

- 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 (proceeds from mutual fund sales and certain other investments by broker)
- Form 1099-C (proceeds from real estate transactions)
- Form 1099-DE (financial card and third party network transactions)
- Form 1099-INT (interest on (discovery), 1099-INT student loan interest, 1099-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 report Form W-9 to the requester with the 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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EALC0000000000000
 15/04/2021

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 AFFECT, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If this certificate holder is an ADDITIONAL INSURED, the policy(ies) may have ADDITIONAL INSURED provisions or 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 endorsements.

| | |
|--|--|
| PRODUCER: Sun Risk Services Northeast, Inc. Main Office Two Liberty Square 101 Broadway, Suite 1201 New York, NY 10038 USA | INSURER: Sun Risk Services Northeast, Inc. Main Office Two Liberty Square 101 Broadway, Suite 1201 New York, NY 10038 USA |
| INSURERS AFFORDING COVERAGE | |
| PRODUCER: WrightView Insurance Services, Inc. Local Office #44242 6400 Mainhacker Road, Suite A Parker CO 80138 USA | MEMBER A: Great American Insurance Co. 10000 MEMBER B: AIG American Insurance Company 10000 MEMBER C: American Guarantee & Liability Insurance Co 10000 MEMBER D: MEMBER E: MEMBER F: |

COVERAGES

CERTIFICATE NUMBER: 67N0684051

REVISION NUMBER:

PLEASE TO VERIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. SOME STATES IMPOSE 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 COVERED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. LINKS SHOWN MAY HAVE BEEN PROVIDED BY THE CLAIMANT.

| TYPE OF INSURANCE | | POLICY NUMBER | ISSUE DATE | EXPIRES | INSURER | COVERAGE LIMITS |
|--|---|----------------|------------|------------|---------------------------------|---------------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> BLDG DAMAGE | SIR 0000000000 | 10/01/2021 | 10/01/2022 | SUN RISK SERVICES NORTHEAST INC | LIABILITY LIMIT |
| | <input checked="" type="checkbox"/> AUTO | | | | | \$2,000,000 |
| | <input type="checkbox"/> OTHER | | | | | \$1,000,000 |
| <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | <input checked="" type="checkbox"/> AUTO | SIR 0000000000 | 10/01/2021 | 10/01/2022 | SUN RISK SERVICES NORTHEAST INC | GENERAL LIABILITY LIMIT |
| | <input type="checkbox"/> BI | | | | | \$5,000,000 |
| | <input type="checkbox"/> BI | | | | | \$5,000,000 |
| <input checked="" type="checkbox"/> EMPLOYERS LIABILITY | <input type="checkbox"/> EMPLOYERS LIABILITY | SIR 0000000000 | 10/01/2021 | 10/01/2022 | SUN RISK SERVICES NORTHEAST INC | EMPLOYERS LIABILITY LIMIT |
| | <input type="checkbox"/> EMPLOYERS LIABILITY | | | | | \$1,000,000 |
| | <input type="checkbox"/> EMPLOYERS LIABILITY | | | | | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / OTHER INFORMATION: (If any, please describe the nature of the business operations, including the type of products or services provided, and the locations of the business operations. This information is included as additional information in accordance with the policy provisions of the general liability policy.)

CERTIFICATE HOLDER
 Sun Risk Services Northeast, Inc.
 Two Liberty Square
 101 Broadway, Suite 1201
 New York, NY 10038 USA

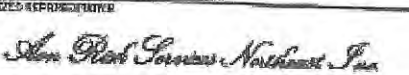
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE FURNISHED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE:


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,

BrightView Landscape Services, Inc.

is a

Corporation

formed or registered on 01/03/1972 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 19871251562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/25/2022 that have been posted, and by documents delivered to this office electronically through 04/26/2022 @ 12:02:28 .

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 04/26/2022 @ 12:02:28 in accordance with applicable law. This certificate is assigned Confirmation Number 13975957 .



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/bis/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."

Certificate Of Completion

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| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 35 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
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Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 4/27/2022 6:53:19 PM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


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Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
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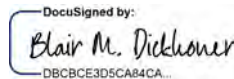
Mike Dell'Orfano
mdellorfano@comcast.net
President, Chair
Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style
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Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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ID: 4ac54010-ee52-404b-a1cf-22420e43dee4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| Agent Delivery Events | Status | Timestamp |
|---|------------------|----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Completed | Security Checked | 4/28/2022 9:42:58 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**INDEPENDENT CONTRACTOR AGREEMENT
(BRIARWOOD ENTRY MONUMENT RENOVATION)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 18th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Geenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Ste. A
Parker, CO 80134
Attention: Sara Rutman
Phone: (303) 841-3003
Email: sara.rutman@brightview.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. WARRANTY. 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 all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, 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.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:

David Patterson

7BB310407G7A455...

Officer of the Authority

ATTEST:

DocuSigned by:

B. Pell

5D0F27EA0000456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Blair M. Dickhoner

0B0B0E3D5CA84GA...

General Counsel for the Authority

*Authority's Signature Page to Independent Contractor Agreement for Entry Monument
Renovation Services with BrightView Landscape Services, Inc., dated May 18, 2022*

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Corporation

[Signature]

Michael Kompinski
Printed Name
Branch Manager
Title

STATE OF COLORADO)
COUNTY OF Douglas) ss.

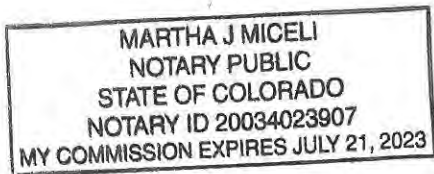
The foregoing instrument was acknowledged before me this 23rd day of May, 2022, by Michael Kompinski as the Branch Manager of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2023

[Signature]

Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Entry Monument Renovation Services with Tallyn's Reach Authority, dated May 18, 2022



EXHIBIT A
SCOPE OF SERVICES/ COMPENSATION SCHEDULE
Proposal for Extra Work at
Tallyn's Reach Authority

| | | | |
|------------------|---|-----------------|--|
| Property Name | Tallyn's Reach Authority | Contact | Celeste Terrell |
| Property Address | 24000 E Park Crescent Dr. Aurora, CO 80018 | To | Tallyn's Reach Authority |
| | | Billing Address | 370 Interlocken Blvd Ste 500 Broomfield, CO 80021 |

Project Name Briarwood Entry Monument
 Project Description Briarwood Entry Monument Renovation (See attached plans)

Scope of Work

| QTY | UoM/Size | Material/Description |
|-------|------------|---|
| 1.00 | LUMP SUM | Drive Time Labor |
| 1.00 | LUMP SUM | Freight/Delivery |
| 1.00 | CUBIC YARD | Dump Rate |
| 1.00 | LUMP SUM | Removal of existing plant material in area where monument and perennial bed will be installed |
| 10.00 | EACH | SUMAC, GRO-LOW - 5 gal. Shrub/Perennial Installed |
| 9.00 | EACH | BLACK EYED SUSAN - 1 gal. Shrub/Perennial Installed |
| 8.00 | EACH | CONEFLOWER, PURPLE - 1 gal. Shrub/Perennial Installed |
| 14.00 | EACH | DAISY, SNOW CAP - 1 gal. Shrub/Perennial Installed |
| 14.00 | EACH | LAVENDER - 1 gal. Shrub/Perennial Installed |
| 2.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed |

Irrigation adjustment is not included in this cost and will be done at Time and Material Rates.

No edger will be placed between perennial bed and existing shrub area.

THIS IS NOT AN INVOICE

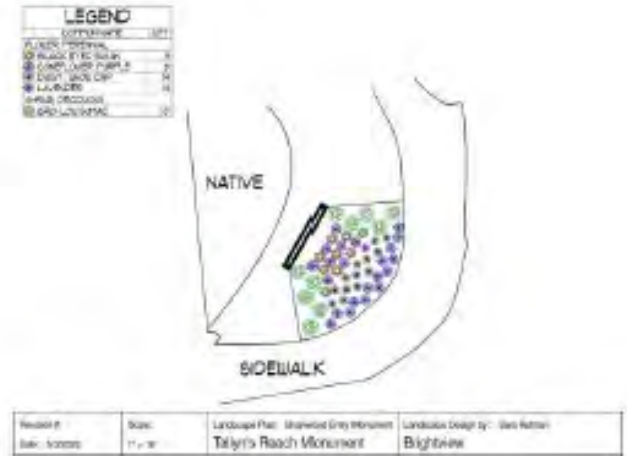
Proposal for Extra Work at Tallyn's Reach Authority

Images

Briarwood Monument Concept



Briarwood Monument Design



For internal use only

SO# 7806802
JOB# 400300615
Service Line 130

Total Price \$3,683.78

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workers shall be competent and qualified and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and price of this agreement within sixty (60) days. Any legal fees, claims, awards, damages, resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering architectural and/or landscape design services ("Design Services") are not included in the Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable to a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined width and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of the Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner (interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing).

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Guarantor:

Property Manager

Signature:

Date:

Celeste Terrell

May 04, 2022

Printed Name:

Date:

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature:

Date:

Sara Rutman

May 04, 2022

Printed Name:

Date:

Job #: 400300615

Proposed Price: \$3,683.78

SO #: 7806802

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brightview Landscape Services, 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 on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) in **Notes**. 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 or the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC must be disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) *

4 Exemptions (codes apply only to certain entities, not individuals; see instructions for page 3).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 *Please refer to the instructions on the reverse of this U.S. Form.

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 31001-2463

6 City, state, and ZIP code
Pasadena, CA 91110-2463

7 List account number(s) here (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
 B 4 - 0 6 1 7 6 5 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date **1/8/19**

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)
- Forms 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled 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.

Gen. No. 102917 Form W-9 (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE(MM/DD/YYYY)
10/07/2021

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|---|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED BrightView Landscape Services, Inc. Location #40030 8888 Motesbocker Road, Suite A Parker CO 80134 USA | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Co.</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER C: American Guarantee & Liability Ins Co</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Great American Insurance Co. | 16691 | INSURER B: ACE American Insurance Company | 22667 | INSURER C: American Guarantee & Liability Ins Co | 26247 | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER C: American Guarantee & Liability Ins Co | 26247 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 570089824051** **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. Limits shown are as requested

| INSUR | TYPE OF INSURANCE | ADDITIONAL INSURED | | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS | |
|-------|---|--------------------|-----|--|-------------------------------|-------------------------------|--|-------------|
| | | INSR | WYO | | | | | |
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES HL'R: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOG OTHER: | | | XSLG72473826001 SIR applies per policy terms & conditions | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | TOWNSHIP RENTED PREMISES (Per occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25581593 | 10/01/2021 | 10/01/2022 | COMBINED SINGLE LIMIT (Per accident) | \$5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEED <input type="checkbox"/> RETENTION | | | AUC508596817 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE | \$3,000,000 |
| | | | | | | | AGGREGATE | \$3,000,000 |
| B | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PRECISELY IDENTIFIED EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | WLRG67804041 WC - AOS SCFC67804089 WC - WI | 10/01/2021 | 10/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| B | | | N/A | | 10/01/2021 | 10/01/2022 | E.L. EACH ACCIDENT | \$2,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$2,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|---|
| Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA | 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 <i>Aon Risk Services Northeast, Inc.</i> |
|---|---|

Holder Identifier: BC
Certificate No.: 570089824051

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,

BrightView Landscape Services, Inc.

is a

Corporation

formed or registered on 01/03/1972 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 19871251562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/11/2022 that have been posted, and by documents delivered to this office electronically through 05/12/2022 @ 08:56:03 .

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 05/12/2022 @ 08:56:03 in accordance with applicable law. This certificate is assigned Confirmation Number 14015610 .



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/bis/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."

Certificate Of Completion

| | |
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| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 24 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
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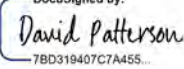
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|----------------------|------------------------------|--------------------|
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Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
Using IP Address: 8.46.80.1

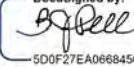
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ID: fbae6d75-7688-4cf8-86a4-209c68fd9e7f

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

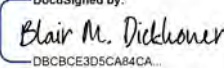
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Signed: 5/23/2022 4:30:10 PM

Electronic Record and Signature Disclosure:

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ID: 312a8622-d32d-4462-850f-ea572c0710d2

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

DBCBC3D5CA84CA...
Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| Agent Delivery Events | Status | Timestamp |
|---|------------------|----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Completed | Security Checked | 5/23/2022 5:43:41 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(MONUMENT INSTALLATION)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 18th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and COLORADO STONEWORKS LLC, a Colorado limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Greenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

Colorado Stoneworks LLC
18695 Pony Express Dr. #3161
Parker, CO 80134
Attention: Zeke Reardon
Phone: (720) 593-1868
Email: zreardon@coloradostoneworks.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. WARRANTY. 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 all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, 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.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYNS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

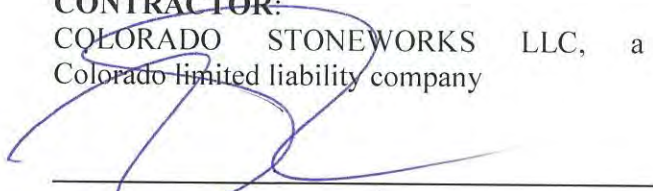
DocuSigned by:
Blair M. Dickhoner

DB0BGE3D56A84CA...
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Monument Installation Services with Colorado Stoneworks LLC, dated May 18, 2022

CONTRACTOR:

COLORADO STONWORKS LLC, a
Colorado limited liability company



ZEKE REARDON
Printed Name
BUSINESS DEVELOPMENT
Title

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 27th day of May,
2022, by Zeke Reardon, as the owner of Colorado Stoneworks LLC.

Witness my hand and official seal.

My commission expires: 2/3/24


Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Monument
Installation Services with Tallyn's Reach Authority, dated May 18, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Colorado Stoneworks, LLC
 18695 Pony Express Dr #3161
 CO 80134 US
 +1 7205931868
 zreardon@coloradostoneworks.com
 www.coloradostoneworks.com

Estimate

ADDRESS

BJ Pell
 Tallyns Reach

ESTIMATE # 1209

DATE 04/14/2022

EXPIRATION DATE 05/15/2022

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|--|---|-----|----------|-----------|
| | Stone Quarry & Custom shaping and procurement of stone | Light Buff Monument Stone - Size will be 8'x4'x6" Sourced locally out of Lyons, CO | 1 | 0.00 | 0.00T |
| | Stone Design Engraving | Engraving materials and labor of the customer approved Stone Design | 1 | 925.00 | 925.00 |
| | Stone Monument with two stone columns on each side | Two Stone Pillars - Erect two stone pillars on each side of the engraved Entrance Stone in brick up to 6' feet tall | 1 | 3,500.00 | 3,500.00T |
| | Concrete Foundation Per Approved Drawings and Specs | | 1 | 2,500.00 | 2,500.00T |
| | New Decorative Stone Veneer | Provide and Install Stone Veneer - Type and design to be Approved by HOA | 1 | 3,200.00 | 3,200.00T |
| | Paint Design | Basic Black Color for 100% of Design | 1 | 75.00 | 75.00 |
| | City and or County Permit fees | | 1 | 1,200.00 | 1,200.00 |
| | Structural Engineering Drawings & Engineering Stamp | NOT INCLUDED | 1 | 0.00 | 0.00 |

| | | |
|--|--------------|--------------------|
| | SUBTOTAL | 11,400.00 |
| | TAX | 736.00 |
| | TOTAL | \$12,136.00 |

Accepted By

Accepted Date

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

| | | |
|--|---|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
|--|---|---|

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Colorado Stoneworks LLC 2 Business name/disregarded entity name, if different from above Colorado Stoneworks 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. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. 18695 Pony Express Dr, Suite 3161 6 City, state, and ZIP code Parker, Colorado 80134 7 List account number(s) here (optional) | Requester's name and address (optional) |

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|--|---|-------------------------------|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|---|
| 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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">7</td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | | | | or | | | | | | | | | | Employer identification number | | | | | | | | | | 8 | 3 | - | 4 | 5 | 7 | 5 | 4 | 3 | 7 |
| Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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. | |
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| Sign Here | Signature of U.S. person ▶ ZEKE REARDON | Date ▶ 5-5-22 |
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| 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. <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) | <ul style="list-style-type: none"> • 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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2022

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 have ADDITIONAL INSURED provisions or 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 Inside Insurance 915 South 500 East #200 American Fork UT 84003 | | CONTACT NAME: EZ Insurance PHONE (A/C, No, Ext): (866) 672-9668 FAX (A/C, No): E-MAIL ADDRESS: casey.paulson@insideinsurance.net | |
| INSURED Colorado Stone Works LLC 18695 PONY EXPRESS DR PARKER CO 80134 | | INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUTUAL NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 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 | ADJ. INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | Y | Y | BL.S61139909 | 08/17/2021 | 08/17/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| <input type="checkbox"/> | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ |
| <input type="checkbox"/> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|---|---|
| CERTIFICATE HOLDER Tallyn's Reach Authority 8390 E Crescent Dr Suite 300 Greenwood CO 80111 | CANCELLATION 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 <i>Yvonne Barkley</i> |
|---|---|

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ACORD 25 (2016/03)

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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,

Colorado Stoneworks LLC

is a

Limited Liability Company

formed or registered on 04/29/2019 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 20191369105 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/03/2022 that have been posted, and by documents delivered to this office electronically through 05/06/2022 @ 13:40:04 .

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 05/06/2022 @ 13:40:04 in accordance with applicable law. This certificate is assigned Confirmation Number 14003397 .



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."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: EEE5A2D636B742A6958881ABECC755E9 | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach Authority - Colo Stoneworks Agreement for Monument Installation | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 22 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |


Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 5/31/2022 8:55:13 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

7BD319407C7A455...
Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
Using IP Address: 8.46.80.1

Timestamp

Sent: 5/31/2022 9:01:16 AM
Viewed: 5/31/2022 9:56:29 AM
Signed: 5/31/2022 9:56:44 AM

Electronic Record and Signature Disclosure:

Accepted: 5/31/2022 9:56:29 AM
ID: 65b92fff-20e7-410f-9a0d-7efd1ded34d0

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

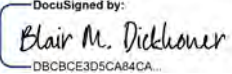
5D0F27EA0668456...
Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 172.58.56.26
Signed using mobile

Sent: 5/31/2022 9:56:46 AM
Viewed: 5/31/2022 12:17:06 PM
Signed: 5/31/2022 12:17:14 PM

Electronic Record and Signature Disclosure:

Accepted: 5/31/2022 12:17:06 PM
ID: 31776d1c-86a1-495f-967f-7a73284734ab

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

DBCBC3E3D5CA84CA...
Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
Using IP Address: 50.209.233.181

Sent: 5/31/2022 12:17:15 PM
Viewed: 5/31/2022 12:21:02 PM
Signed: 5/31/2022 12:21:11 PM

Electronic Record and Signature Disclosure:

Accepted: 5/31/2022 12:21:02 PM
ID: ab40c469-c8a7-48a0-afe4-9337b02cdee5

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| Agent Delivery Events | Status | Timestamp |
|---|------------------|-----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/31/2022 9:01:16 AM |
| Certified Delivered | Security Checked | 5/31/2022 12:21:02 PM |
| Signing Complete | Security Checked | 5/31/2022 12:21:11 PM |
| Completed | Security Checked | 5/31/2022 12:21:11 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(POOL SHADE STRUCTURE)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and AMERICAN AWNING CO., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority's option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
 c/o CliftonLarsonAllen
 8390 E. Crescent Parkway #300
 Greenwood Village, CO 80111
 Attention: Celeste Terrell
 Phone: (303) 265-7875
 Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

American Awning Co.
4836 Vangordon St.
Wheatridge, CO 80033
Attention: Todd Pietro
Phone: (303) 422-7949
Email: tpietro@amerawn.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. WARRANTY. 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 all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, 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.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:

David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:

[Signature]

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Blair M. Dickhoner

DBC8CE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Pool Shade Structure Services with American Awning Co., dated May 10, 2022

[Handwritten initials]

CONTRACTOR:

American Awning Co., Colorado corporation

[Handwritten Signature]

Todd Pietro

Printed Name

Pres

Title

STATE OF COLORADO)

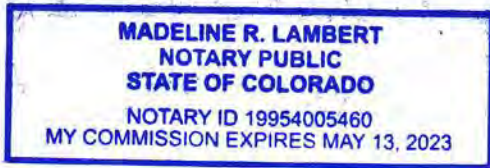
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 13th day of May, 2022, by Todd Pietro, as the President of American Awning Co.

Witness my hand and official seal.

My commission expires: May 13, 2023

Madeline R Lambert
Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Pool Shade Structure Services with Tallyn's Reach Authority, dated May 10, 2022

[Handwritten initials]

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

AMERICAN AWNING CO.

4836 VANGORDON ST.
WHEATRIDGE, CO 80033
303.422.7949
303.422.9417 FAX

CUSTOM CANVAS AND METAL AWNINGS
WWW.DENVERAWNING.COM

COMMERCIAL DIVISION

PROPOSAL # 003

Contractor: Tallyns Reach Board of Directors ATTN: Kim Armitage

Date: 4/29/2022

Phone: 7.810.7318

Fax:

Project: Shade Structures

Location: Aurora, co

AMERICAN AWNING CO. DOES HEREBY PROPOSE TO FURNISH MATERIALS AND LABOR
FOR THE SUM OF \$ 18,795.00

(INCLUDING COLORADO RTD SALES TAX 50/50 SPLIT)

All work to conform to the ASIC code of standard practice

OUR SCOPE OF WORK WILL BE AS FOLLO

DELIVERED AND ERECTED

1) Two (2) custom (6) point surface mount fabric shade systems.
Includes knitted shade cloth fabric, coated perimeter cable, stainless
steel mounting hardware. 3"x3" sq. steel tube frame.

2) Approx. sizes: 1 unit at 8'x24' - 1 unit at 10'x20'

3) Frame: 3" sq. Structural Steel Color: primed/painted

4) Fabric: HDPE knitted shade cloth Color: Cappuccino

NOTE:

Production time 6-8 weeks from approvals

(unless noted otherwise)

break down - 8'x 24' \$12,750.00

10'x20' - \$12,645.00

Deduct previous order \$6600.00

THANK YOU

Todd Pietro

EXCLUSIONS

1) Engineering/Permits

2) Bonds & Fees

3) Electrical work

4) Concrete work

5) Painting existing structures

6) Metal/wood blocking

7) Epoxy anchors

8) Existing Frame Modifications

9) Demolition/Patching

10) Galvanizing

11) Utility relocation

12) Flame Retardant Fabric

13) Signage/Graphics

14) Bolt thru

15) Test & inspections

16) Powder Coat

NOTE: Three move in has been included

additional move-ins to be charged

at \$70.00 per man hour

Qualifications:

Proposal valid for thirty (30) days from date

Accepted by: Nic Carlson

Date: 05/05/2022

AMERICAN AWNING COMPANY

4836 VAN GORDON STREET
WHEATRIDGE, CO 80033

INVOICE NO. 7356

(303) 422-7949
DenverAwning.com

REQUEST FOR PAYMENT

BILL TO: TALLYN'S REACH
ADDRESS: 8390 EAST CRESCENT PARKWAY
CITY/ZIP CODE: GREENWOOD VILLAGE, CO 80111

DATE:
JOB NO: 7485
PHONE: 303.915.7277

VIA EMAIL: bjurney@wbapc.com
csmith@wbapc.com

JOB NAME: 24900 EAST PARK CRESCENT DRIVE
LOCATION: AURORA

| | |
|--------------------|--------------------|
| ORIGINAL CONTRACT | \$6,600.00 |
| INCREASE COST #003 | <u>\$18,795.00</u> |
| REVISED CONTRACT | \$25,395.00 |
| LESS DEPOSIT | <u>-6,600.00</u> |

BALANCE DUE UPON INSTALLATION \$18,795.00

**FOR:
FURNISH AND INSTALL: TWO (2) CUSTOM SIX
(6) POINTE SURFACE MOUNT FABRIC SHADE
SYSTEMS PER PROPOSAL #003 & CONTRACT.**

THANK YOU FOR YOUR BUSINESS!

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

W-9
Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.
Todd Pietro Inc / American Awning and Patio

2 Business name/disregarded entity name, if different from above
American Awning Company

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) ▶ _____

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.
4836 Van Gordon Street

6 City, state, and ZIP code
Wheat Ridge, CO 80033-2116

7 List account number(s) here (optional)

Requester's name and address (optional)

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
4 7 - 1 7 4 3 4 5 0

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 ▶ *Madeline Limber* Date ▶ *01/04/2022*

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-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.

ML

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

ml

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown of Colorado, Inc. 4532 Boardwalk Dr., Suite 200 Fort Collins, CO 80525 | | CONTACT NAME: Danaka Freyling PHONE (A/C No. Ext.): (970) 482-7747 E-MAIL ADDRESS: 266.certificates@bbcolorado.com FAX (A/C, No.): (970) 484-4165 | |
| INSURED Todd Pietro, Inc. DBA: American Awning 4836 Van Gardon St. Wheatridge, CO 80033 | | INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company NAIC # 25844 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | CPA 3213472-23 | 11/30/2021 | 11/30/2022 | 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 - COMPIOP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | CPA 3213472-23 | 11/30/2021 | 11/30/2022 | 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CPA 3213472-23 | 11/30/2021 | 11/30/2022 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | 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 | N/A | | | | PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority and the District are included as additional insured per policy forms and conditions listed on page 2.

| | |
|--|--|
| CERTIFICATE HOLDER Tallyn's Reach Authority 8390 E Crescent Pkwy Ste 300 Greenwood Village, CO 80111 | CANCELLATION 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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ACORD 25 (2016/03)

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ML

AGENCY CUSTOMER ID: 00313486

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|---|-----------|--|--|
| AGENCY Brown & Brown of Colorado, Inc. | | NAMED INSURED Todd Pietro, Inc, DBA American Awning | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance Notes

When required by written contract the following form(s) may apply:

General Liability:
Blanket Additional Insured - Ongoing - Form CL CG 0492
Blanket Additional Insured - Completed operations - Form CL CG 2062
Blanket Waiver of Subrogation - Form CL CG 0492
Primary and Non-Contributory - Form CG 2001

Automobile:
Blanket Additional Insured - Form CL CA 2093
Blanket Waiver of Subrogation - Form CL CA 2093

Umbrella:
Following Form over General Liability and Automobile Liability

ACORD 101 (2008/01)

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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,

AMERICAN AWNING CO.

is a
Corporation

formed or registered on 01/08/1988 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 19871768481.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/03/2022 that have been posted, and by documents delivered to this office electronically through 05/06/2022 @ 09:57:44.

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 05/06/2022 @ 09:57:44 in accordance with applicable law. This certificate is assigned Confirmation Number 14002334.



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."

ML

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: ABCBFF1602234B0B8478A2B4D260E5E3 | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach Authority American Awning - Agreement for Pool Shade Structure | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 24 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |

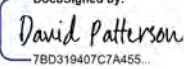
Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 5/16/2022 9:27:36 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

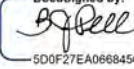
DocuSigned by:

7BD319407C7A455...
Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
Using IP Address: 8.46.80.1

Timestamp

Sent: 5/16/2022 9:34:37 AM
Viewed: 5/16/2022 10:53:12 AM
Signed: 5/16/2022 10:53:40 AM

Electronic Record and Signature Disclosure:
Accepted: 5/16/2022 10:53:12 AM
ID: fd779cda-2df0-4597-8d0a-69dba6abae7f

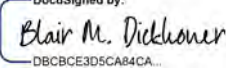
BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

5D0F27EA0668456...
Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 70.57.29.227
Signed using mobile

Sent: 5/16/2022 10:53:42 AM
Viewed: 5/16/2022 1:00:45 PM
Signed: 5/16/2022 1:00:59 PM

Electronic Record and Signature Disclosure:
Accepted: 5/16/2022 1:00:45 PM
ID: 0d5e0ad4-4711-45cd-bcc2-b6cca5973c45

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

DBCBC3D5CA84CA...
Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
Using IP Address: 50.209.233.181

Sent: 5/16/2022 1:01:00 PM
Viewed: 5/16/2022 1:07:55 PM
Signed: 5/16/2022 1:08:06 PM

Electronic Record and Signature Disclosure:
Accepted: 5/16/2022 1:07:55 PM
ID: f3bb9f5d-fd60-4412-bbe2-d346b707e7f6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| Agent Delivery Events | Status | Timestamp |
|---|------------------|----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/16/2022 9:34:37 AM |
| Certified Delivered | Security Checked | 5/16/2022 1:07:55 PM |
| Signing Complete | Security Checked | 5/16/2022 1:08:06 PM |
| Completed | Security Checked | 5/16/2022 1:08:06 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(ROADWAY PAVEMENT ASSESSMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and IMEG CORP., a Delaware corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Greenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

IMEG CORP.
7600 East Orchard Road, Suited 250-S
Greenwood Village, CO 80111
Attention: Taylor C. Goertz, PE
Phone: (303) 796-6000
Email: taylor.c.goertz@imegcorp.com

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYNS REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

7BD819407G7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
A. Bell

5D0F27EA0088456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

D8CBCE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Roadway Pavement Assessment Services with IMEG CORP., dated May 10, 2022

CONTRACTOR:

IMEG CORP., a Delaware corporation

Taylor C. Goertz

Taylor C. Goertz
Printed Name

Client Executive
Title

STATE OF COLORADO)

COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 25th day of MAY, 2022, by TAYLOR GOERTZ, as the CLIENT EXECUTIVE of IMEG CORP.

Witness my hand and official seal.

My commission expires: 10/10/2023



Julie A Campos
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Roadway Pavement Assessment Services with Tallyn's Reach Authority, dated May 10, 2022

EXHIBIT A**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

April 28, 2022

Tallyn's Reach Metro District
c/o Mr. Nic Carlson
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

RE: Proposal for Engineering Services
Tallyn's Reach Roadway Pavement Assessment
Aurora, CO

Dear Nic:

Thank you for the opportunity to submit a Proposal for civil engineering services for the Roadway Pavement Assessment to the Tallyn's Reach Metropolitan District (District) maintained streets within Tallyn's Reach Metro District Service Area in Aurora, Colorado. IMEG proposes the following scope based on input from the client for approximately 25 street segments.

1. Review previous documents to verify which road condition-related improvements have been addressed and which recommended improvements were deferred or otherwise not included in previously contracted work; and
2. Evaluate the field conditions of all existing district-maintained roads in the District; and
3. Document observations in a report format recording, among other information deemed relevant by the Contractor, the severity and location of all issues; and
4. Develop a centralized reporting document that can be searched or easily evaluated by District consultants for road and road-related conditions that require action, recommendations for timing of such action, and financial estimates for necessary seasonal improvements or repairs.
5. Prepare a bid package for the 2022 Roadway Improvements that includes recommendations from the tasks and findings outlined above. The Metro District budget for 2022 is \$150,000 for pavement preservation. IMEG will compile bid packages including construction plan set, specifications, and bid schedule. IMEG will use the standard EJCDC contract documents unless otherwise requested by the District.
6. Contract Administration - IMEG will advertise the project, conduct the bidding process including answering questions from prospective bidders, administer the bid opening, review bids for responsiveness and correctness, provide a recommendation of award, and assist in execution of the contract documents. IMEG will review monthly pay requests from the Contractor and recommend any warranted change orders if issues are identified in the field during construction.

7500 East Orchard Road, Suite 250-S, Greenwood Village, CO 80111
☎303.796.6000 ☎Fax: 720.501.6713 ➤imgcorp.com

Proposal for Engineering Services
Tallyn's Reach MD

Pavement Assessment-Aurora
April 28, 2022

activities. IMEG will assist in close-out of the project including recommendation of retainage payment.

ASSUMPTIONS

1. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
2. Identification, testing, and/or removal of hazardous materials will be by others.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$19,500 with each task fee broken out as follows:

| | |
|--------------------------------|-----------------|
| Review Previous Documents | \$ 500 |
| Field Evaluation | \$ 2,800 |
| Documentation of Observations | \$ 2,700 |
| Centralized Reporting Document | \$ 1,000 |
| 2022 Bid Package | \$ 8,000 |
| Construction Administration | \$ 4,500 |
| TOTAL | \$19,500 |

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.
2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees or other imposed governmental agency fees.



Proposal for Engineering Services
Tallyn's Reach MD

Pavement Assessment-Aurora
April 28, 2022

5. State filing and/or permit fees.
6. Necessary consultants as approved by Client.
7. Postage and delivery charges.
8. Per diem for meals and incidentals of \$50 per day per employee.
9. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, and other out of pocket expenses.
10. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Structural, mechanical, electrical, or technology design of any kind.
3. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
4. Assistance with grants and other related funding applications.
5. Bidding phase services.
6. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
7. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

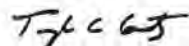


Proposal for Engineering Services
Tallyn's Reach MD

Pavement Assessment-Aurora
April 28, 2022

Sincerely,

IMEG CORP.



Taylor C. Goertz, PE
Client Executive
taylor.c.goertz@imegcorp.com

TCG/

TALLYN'S REACH METROPOLITAN DISTRICT

Accepted:

Signature

Title

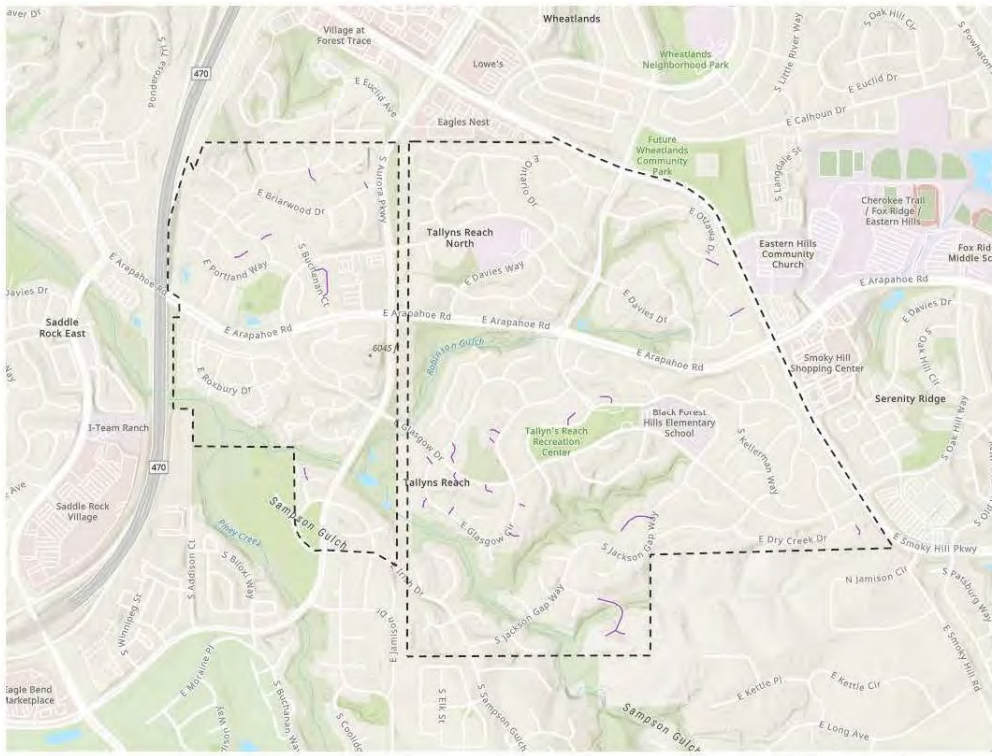
Date





2022 STANDARD HOURLY RATES
(rates adjusted annually)

| | |
|-------------------------------------|-------|
| Client Executive / Market Director | \$230 |
| Project Executive | \$190 |
| Senior Civil Engineering Specialist | \$185 |
| Senior Civil Engineer III | \$170 |
| Senior Civil Engineer II | \$150 |
| Senior Civil Engineer | \$140 |
| Civil Project Engineer II | \$135 |
| Civil Project Engineer | \$120 |
| Civil Engineer | \$115 |
| Senior Civil Technical Specialist | \$150 |
| Senior Civil Designer III | \$135 |
| Senior Civil Designer II | \$130 |
| Senior Civil Designer | \$120 |
| Civil Project Designer II | \$110 |
| Civil Project Designer | \$105 |
| Civil Designer IV | \$100 |
| Civil Designer III | \$95 |
| Civil Designer II | \$90 |
| Civil Designer | \$85 |
| Design Technician II | \$75 |
| Design Technician | \$65 |
| Land Surveyor III | \$150 |
| Land Surveyor II | \$125 |
| Land Surveyor I | \$110 |
| Senior Survey Technician | \$100 |
| Survey Technician III | \$90 |
| Survey Technician II | \$75 |
| Survey Technician I | \$65 |
| Construction Manager | \$130 |
| Senior Construction Administrator | \$125 |
| Construction Administrator | \$120 |
| Senior Field Technician | \$115 |
| Field Technician IV | \$95 |
| Field Technician III | \$90 |
| Field Technician II | \$80 |
| Field Technician I | \$75 |
| Administrative Assistant | \$75 |



Contractor will have a bid package with recommendation ready for approval at the 7/19 meeting.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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

IMEG Corp

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=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) _____

(Mark the amount's maintained versus the LLC)

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

623 26th Avenue

6 City, state, and ZIP code

Rock Island, IL 61201

7 List account number(s) here (optional)

Requester's name and address (optional)

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 | | | | | | | | |
| 4 | 7 | - | 5 | 1 | 4 | 5 | 6 | 2 |

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 ► 1/6/2021

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.

Dep. No. 10231X Form **W-9** (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 1/1/2023 5/19/2023 | | | |
|---|--|--|--|---|--------------------------|-----------|--|
| 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 have ADDITIONAL INSURED provisions or 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: Lockton Companies 434 W 47th Street, Suite 900 Kansas City, MO 64113-1905 (816) 505-9000 kcts@lockton.com | | CONTACT: NAME, PHONE, FAX, E-MAIL, ADDRESS INSURER(S) AFFORDING COVERAGE: | | | | | |
| INSURED: IMFG, CORP 1457276 023 267B AVENUE ROCK ISLAND IL 61201 | | INSURER A: Liberty Insurance Corporation 42404 INSURER B: Travelers Property-Casualty Co of America 25674 INSURER C: LM Insurance Corporation 33600 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F: | | | | | |
| COVERAGES | | CERTIFICATE NUMBER: 18552786 | | REVISION NUMBER: XXXXXXXX | | | |
| 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 | APPL. SUBR. (INSR. LTR.) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS | |
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OTHER SO/L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LTD <input type="checkbox"/> OTHER | Y | N | 785791469988 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (B-100) (B-100) \$ 1,000,000 MED EXP (A-1) (A-1) (B-100) \$ 10,000 PERSONAL & FOL INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITIES \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY | N | N | AS7091469988 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (A) (A-100) (B-100) \$ 1,000,000 BODILY INJURY (PERSON) \$ XXXXXXXX BODILY INJURY (PER ACCIDENT) \$ XXXXXXXX PROPERTY DAMAGE (PER ACCIDENT) \$ XXXXXXXX \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LINE <input type="checkbox"/> EXCESS/LIAB <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> RETENTION | N | N | CT1047481340 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| X | WORKERS COMPENSATION AND EMPLOYERS LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED) (Mandatory in IL) IF ONE EMPLOYER USES DESCRIPTION OF OPERATIONS BELOW | N | N | WC7091469988 | 1/1/2022 | 1/1/2023 | <input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - (A) EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | PROFESSIONAL LIABILITY | N | N | AE0391925819 | 1/18/2022 | 1/18/2023 | EACH CLAIM \$10,000,000 AGGREGATE \$10,000,000 |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 - Additional Remarks Section may be attached if more space is required) RE: TALLY'S REACH AURORA/ROAD ASSESSMENT 2/10/2014-03, TALLY'S REACH AUTHORITY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE, IF INCURRED BY WRITTEN CONTRACT | | | | | | | |
| CERTIFICATE HOLDER 18552786 TALLY'S REACH AUTHORITY C/O CLIFTON ARSON ALLEN LLP 8390 E CRESCENT PARKWAY SUITE 300 GREENWOOD VILLAGE CO 80111 | | | CANCELLATION 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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ACORD 25 (2016/03)

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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,

IMEG CORP.

is an entity formed or registered under the law of Delaware, 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 20161883478.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/06/2022 that have been posted, and by documents delivered to this office electronically through 05/09/2022 @ 15:21:52.

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 05/09/2022 @ 15:21:52 in accordance with applicable law. This certificate is assigned Confirmation Number 14008008.



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."

Certificate Of Completion

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| Envelope Id: 7CCE6CF591DC4E02978F8527220E575D | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach Authority - IMEG CORP Agreement for Roadway Pavement Assessment | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 26 | Signatures: 3 |
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| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |


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Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature


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Signed by link sent to david.patterson@falck.com
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BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 97.118.84.152
Signed using mobile

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Blair M. Dickhoner
bdickhoner@wbapc.com
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Signature Adoption: Pre-selected Style
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/25/2022 8:29:16 AM |
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From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INDEPENDENT CONTRACTOR AGREEMENT
(POOL DECK CONCRETE REPAIR)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BROWN BROTHERS ASPHALT AND CONCRETE, LLC, a Colorado limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were 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 Districts are empowered to enter into contracts and agreements affecting the affairs of the Districts; and

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

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority 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 Authority, 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 Authority. **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 Authority 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 Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority 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 Authority 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 Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority 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 Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority 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 Authority 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 Authority 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 Authority or any agent of the Authority 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 Authority'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 Authority 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 Authority. Review, acceptance or approval by the Authority 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 Authority, at the Authority'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 A**. 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 A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority 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 Authority 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 Authority 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th 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 Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority 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 Authority 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 Authority 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 Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

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 Authority. 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 Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority 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 Authority. **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 Authority, 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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 Authority 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 Authority.

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 Authority, 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 Authority 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 Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority 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 Authority 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 Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority 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 Authority and given to the Contractor by the Authority, 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 Authority deems confidential, or which the Authority 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 Authority. 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 Authority; or (iii) independently developed by the Contractor without use of the Authority'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 Authority 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 Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority 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 Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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 Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority 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 Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority 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 Authority'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 Authority, provided Contractor is paid for work completed that is not in dispute. 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 Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority 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 Authority 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 Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority 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 Authority of the existence of such Claim, the Authority 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 Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority 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 Authority 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 Authority'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 Authority. 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 Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority 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 Authority and by the Authority 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 Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Greenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875

Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

Brown Brothers Asphalt & Concrete, LLC
8200 S. Akron St., Suite 105
Centennial, CO 80112
Attention: Shawn Bartlett
Phone: 720-788-2906
Email: bartletts@asphaltconcrete.net

21. AUDITS. The Authority 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 Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

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

24. 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.

25. 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 Authority 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 Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority 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 Authority's request, the Contractor will consent to being joined in litigation between the Authority 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 Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. 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.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority 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 Authority'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 Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds. The Authority'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.

28. 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 Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. 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.

30. 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.

31. 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.

32. 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.

33. WARRANTY. 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 all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, 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.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority 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.

35. 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.

AUTHORITY:

TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
BJ Bell

5DUF27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

DBCBC3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Pool Deck Concrete Repair Services with Brown Brothers Asphalt & Concrete, LLC., dated May 10, 2022

CONTRACTOR:

Brown Brothers Asphalt and Concrete, LLC, a
Limited Liability Company



Shawn Bartlett

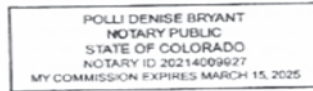
Printed Name
President

Title

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 16th day of May,
2022, by Shawn Bartlett, as the President of Brown Brothers Asphalt
and Concrete, LLC.

Witness my hand and official seal.



My commission expires: 3-15-2025



Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Pool Deck Concrete
Repair Services with Tallyn's Reach Authority, dated May 10, 2022***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE


| | | | |
|---|-------------|---|----------------------|
|  | | BROWN BROTHERS ASPHALT & CONCRETE 8200 S. Akron St., Suite 105 • Centennial, CO 80112 Office 303.781.9999 • Fax 303.762.1025 | |
| SUBMITTED TO: | | PROJECT NAME / ADDRESS | |
| Denver YMCA 2625 S Colorado Blvd, Denver, CO 80222 Isabell Rodau 404-463-3401 irodau@denverymca.org | | Tallyn's Reach Pool Deck Concrete Repair 2022 24900 E Glasgow Drive, Aurora CO 80016 | |
| PROPOSAL # | DATE | ACCOUNT EXECUTIVE | PAYMENT TERMS |
| 17037-22-478A | 05/09/2022 | Shawn Bartlett | Upon Completion |
| PROPOSAL AND CONTRACT – DESCRIPTION OF WORK TO BE COMPLETED | | | |
| 6" Concrete R&R Concrete Services to Include: <ul style="list-style-type: none"> - Demo and remove approx. 250 sq/ft of damaged concrete to a depth of 6". - Haul away and dispose of all debris. - Shape and compact existing subgrade in place. - Form, pour, and broom finish approx. 250 sq/ft of 6" thick concrete, matching existing layout. ***Notes: <ul style="list-style-type: none"> - Work will be completed in 1 mobilization(s). - Permits, Testing, and Fees are excluded. - Bid is based on an existing concrete depth of 6", without fiber and rebar. If depth varies from said thickness, or fiber or rebar are encountered, a change order authorizing additional funds may be necessary. - BBAC is not liable for damage to underground utilities not located by owner prior to commencement of work. - Pricing excludes the import and/or export of any subgrade materials. If found, unsuitable subgrade will be replaced at a rate of \$125/ton. - Area will be free and clear of obstructions on scheduled days to complete work. If upon arrive there are obstructions that cannot be moved on the scheduled day of service, a change order in the amount of \$2,500 for an additional mobilization to complete work will be required. <p style="text-align: center;">EXPIRY STATEMENT: This proposal is valid for 30 days from the date noted on the proposal.</p> <p style="text-align: right;">PAGE 1 of 2</p> | | | \$8,868.00 |
| Shawn Bartlett 720-788-2906 (mobile) bartletts@asphaltconcrete.net | | TOTAL | \$8,868.00 |
| Approval Signature | | Date | |
| Printed Name & Title | | Phone # | |
| The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted, and shall constitute a contract between Brown Brothers Asphalt & Concrete, LLC, and the customer. | | | |

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

Form W-9
 (Rev. October 2015)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brown Brothers Asphalt & Concrete, LLC

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) ► **S**
 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): _____
 (Always file accounts correctly with the IRS.)

5 Address (number, street, and apt. or suite no.) See instructions.
8200 S. Akron Street, Suite 105

6 City, state, and ZIP code
Centennial, CO 80112

7 List account number(s) here (optional)

Requester's name and address (optional):

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 | 3 | 1 | 9 | 4 | 0 | 9 |
|---|---|---|---|---|---|---|---|---|---|

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 ► *[Signature]* Date ► April 15, 2022

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-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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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)
5/11/2022

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 have ADDITIONAL INSURED provisions or 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 Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020 | | CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 FAX (A/C, No): 602-419-2242 E-MAIL: certificates@resecoadvisors.com ADDRESS: | |
| INSURED Brown Brothers Asphalt & Concrete, LLC 8200 S. Akron Suite 105 - 108 Centennial CO 80112 | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : CopperPoint Indemnity Insurance Company 13928 INSURER B : Great Divide Insurance Company 25224 INSURER C : Nationwide Mutual Ins Co 23787 INSURER D : Great American Insurance Co 16691 INSURER E : Depositors Insurance Co 42587 INSURER F : Westchester Fire Insurance 10030 | |

COVERAGES **CERTIFICATE NUMBER: 1433223752** **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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-------------------------------|--------------------------|-------------------------|--|
| E | <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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y Y | ACPGLD03160213576 | 8/26/2021 | 8/26/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y Y | ACPB3160213576 | 8/26/2021 | 8/26/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| F D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y Y | G71780995 002 TUE332309901 | 11/29/2021 11/29/2021 | 8/26/2022 8/26/2022 | EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ |
| A | 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 N N/A | 1020985 | 8/26/2021 | 8/26/2022 | <input checked="" type="checkbox"/> PER STATUTE <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 |
| B | Professional Liability Pollution Liability | | CPP203112211 | 8/26/2021 | 8/26/2022 | Each Claim 1,000,000 Aggregate 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is hereby included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation if required by written contract subject to all provisions and limitations of the policy. The above referenced Excess/Umbrella Liability policy is follow-form and provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation. 30 Days notice of cancellation applies except 10 days for non-payment.

| | |
|---|--|
| CERTIFICATE HOLDER Tallyn's Reach Authority c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy #300 Englewood CO 80111 | CANCELLATION 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 |
|---|--|

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,

BROWN BROTHERS ASPHALT AND CONCRETE, LLC

is a

Limited Liability Company

formed or registered on 11/01/1995 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 19951134252 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/09/2022 that have been posted, and by documents delivered to this office electronically through 05/10/2022 @ 15:03:07 .

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 05/10/2022 @ 15:03:07 in accordance with applicable law. This certificate is assigned Confirmation Number 14011319 .



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."

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 14C8C0F1DF51481EBB81946593E961C0 | Status: Completed |
| Subject: Please DocuSign: Tallyn's Reach Authority - Brown Brothers Asphalt & Concrete, LLC - Concrete Repair | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: 011-045194-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 22 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 165.225.10.184 |


Record Tracking

| | | |
|-----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 5/17/2022 11:14:56 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
David Patterson
7BD319407C7A455...


Signature Adoption: Pre-selected Style
Signed by link sent to david.patterson@falck.com
Using IP Address: 8.46.80.1

Timestamp

Sent: 5/17/2022 11:18:49 AM
Viewed: 5/17/2022 12:03:31 PM
Signed: 5/17/2022 12:03:46 PM

Electronic Record and Signature Disclosure:
Accepted: 5/17/2022 12:03:31 PM
ID: a4da149f-4a96-438a-b29b-48057e3b527e

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)




DocuSigned by:
BJ Pell
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Signature Adoption: Drawn on Device
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Using IP Address: 70.57.29.227
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Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



DocuSigned by:
Blair M. Dickhoner
DBCBC3D5CA84CA...

Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
Using IP Address: 174.215.16.137
Signed using mobile

Sent: 5/17/2022 2:53:38 PM
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Signed: 5/17/2022 2:56:59 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| Agent Delivery Events | Status | Timestamp |
|---|------------------|-----------------------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/17/2022 11:18:49 AM |
| Certified Delivered | Security Checked | 5/17/2022 2:56:47 PM |
| Signing Complete | Security Checked | 5/17/2022 2:56:59 PM |
| Completed | Security Checked | 5/17/2022 2:56:59 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
TALLYN'S REACH METROPOLITAN DISTRICT NO. 2
TO INITIATE THE CONSOLIDATION OF TWO OR MORE
SPECIAL DISTRICTS**

WHEREAS, Tallyn's Reach Metropolitan District No. 2 (the "Initiating District") is a quasi-municipal corporation and political subdivision of the State of Colorado and is a duly organized and existing special district pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, the Board of Directors of the Initiating District desires that Tallyn's Reach Metropolitan District No. 3, (the "Concurring District") and the Initiating District be consolidated into a single consolidated district, pursuant to the provisions of §§ 32-1-601, *et seq.*, C.R.S. (the Initiating District and Concurring District shall be collectively referred to herein as the "Districts"); and

WHEREAS, on September 14, 1998, the City Council ("Council") of the City of Aurora (the "City") approved that certain Consolidated Service Plan (the "Original Service Plan") for Promontory Metropolitan Districts Nos. 1, 2 and 3 (the "Promontory Districts"); and

WHEREAS, on March 31, 1999, the Arapahoe County District Court (the "District Court") granted an Order Approving Name Change for each of the Promontory Districts thereby changing their respective names to the Tallyn's Reach Metropolitan District Nos. 1, 2 and 3; and

WHEREAS, the City Council approved a First Modification to the Consolidated Service Plan for Tallyn's Reach Metropolitan District Nos. 1, 2, and 3 on August 11, 2003 (the "First Modification") (and collectively with the Original Service plan, the "Service Plan").

WHEREAS, in accordance with the Service Plan, Tallyn's Reach Metropolitan District No. 2 and Tallyn's Reach Metropolitan District No. 3 were originally proposed to serve as the "Financing Districts", and were responsible for raising revenues necessary to support the financing of the capital improvements and necessary operations pursuant to the Service Plan; and

WHEREAS, the Initiating District and Concurring District are so situated that said the Districts may operate effectively and economically as a consolidated district (the "Consolidated District"); and

WHEREAS, the public health, safety, prosperity, and general welfare of the future inhabitants of the Districts will be better served by the proposed Consolidated District; and

WHEREAS, pursuant to § 32-1-602(2)(b) C.R.S., in order to be included within the proposed Consolidated District, the Concurring District must pass a resolution concurring with

this Resolution, and send a copy of such resolution to the Initiating District within 180 days of the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INITIATING DISTRICT AS FOLLOWS:

1. That the Board of Directors hereby initiates the consolidation of the Initiating District and Concurring District.
2. That the Board of Directors hereby declares that the Initiating District and the Concurring District are so situated that the Districts may operate effectively and economically as the proposed Consolidated District.
3. That the Board of Directors hereby declares that the public health, safety, prosperity, and general welfare of the future inhabitants of the Initiating District will be better served by consolidation of the Districts.
4. That the name of the proposed Consolidated District shall be Tallyn's Reach Metropolitan District.
5. That the Consolidated District shall have the authority and power to provide the services allowed under the Service Plan to the Initiating District and the Concurring District as held in common by both Districts.
6. That the board of directors of the proposed Consolidated District will consist of five directors.
7. That the following special condition shall attach to the proposed Consolidated District:
 - a) The Initiating District, Concurring District and the proposed Consolidated District shall at all times comply with the requirements set forth in the Service Plan in addition to the requirements set forth in § 32-1-601, *et seq.* C.R.S.
8. That the Concurring District shall have six months to adopt a resolution concurring in the consolidation of the Districts.
9. That within thirty days of the receipt of the Concurring District's resolution the Board of Directors of the Initiating District shall cause a copy of this Resolution and the concurring resolution to be filed with the Arapahoe County Board of County Commissioners and the District Court, pursuant to § 32-1-602(2)(c) C.R.S.

APPROVED AND ADOPTED THIS 6th DAY OF JUNE, 2022.

**TALLYN’S REACH METROPOLITAN
DISTRICT NO. 2**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Tallyn’s Reach Metropolitan District No. 2’s Signature Page to Consolidation Resolution

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
TALLYN’S REACH METROPOLITAN DISTRICT NO. 3
CONCURRING WITH THE CONSOLIDATION OF TWO OR MORE
SPECIAL DISTRICTS**

WHEREAS, Tallyn’s Reach Metropolitan District No. 3 (the “Concurring District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and is a duly organized and existing special district pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, on June 6, 2022 the Board of Directors of Tallyn’s Reach Metropolitan District No. 2 (the “Initiating District”) passed a *Resolution to Initiate the Consolidation of Two or More Districts* (the “Consolidation Resolution”); and

WHEREAS, pursuant to the Consolidation Resolution, the Board of Directors of the Initiating District proposed the consolidation of the Initiating District and the Concurring District into a single consolidated district, pursuant to the provisions of §§ 32-1-601, *et seq.*, C.R.S. (the “Consolidated District”); and

WHEREAS, on June 6, 2022 the Board of Directors of the Initiating District provided the Consolidation Resolution to the Concurring District; and

WHEREAS, pursuant to the Consolidation Resolution, if the Concurring District desires to be included within the proposed Consolidated District, the Board of Directors of the Concurring District (the “Board of Directors”) is required to pass a resolution concurring to the same and provide a copy of such resolution to the Initiating District within six months of the date of the Consolidation Resolution; and

WHEREAS, the public health, safety, prosperity, and general welfare of the inhabitants within the Concurring District will be better served by the proposed Consolidated District; and

WHEREAS, pursuant to § 32-1-602(2)(b) C.R.S., the Board of Directors desires to pass this resolution concurring with the Consolidation Resolution and relatedly the Concurring District’s inclusion into the Consolidated District (this “Concurring Resolution”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CONCURRING DISTRICT AS FOLLOWS:

1. That the Board of Directors hereby concurs with the Consolidation Resolution and the Concurring District’s inclusion into the Consolidated District.

2. That the Board of Directors hereby declares that the public health, safety, prosperity, and general welfare of the inhabitants within the Concurring District will be better served by the proposed Consolidated District.

3. That immediately upon approval of this Concurring Resolution, such Concurring Resolution shall be provided to the Initiating District.

4. That within thirty days of the receipt of this Concurring Resolution, the Board of Directors of the Initiating District shall cause a copy of the Consolidation Resolution and this Concurring Resolution to be filed with the Arapahoe County Board of County Commissioners and the Arapahoe County District Court, pursuant to § 32-1-602(2)(c) C.R.S.

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APPROVED AND ADOPTED THIS 6th DAY OF JUNE, 2022.

**TALLYN'S REACH METROPOLITAN
DISTRICT NO. 3**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Tallyn's Reach Metropolitan District No. 3's Signature Page to Concurring Resolution

CONSOLIDATION QUESTION:

SHALL TALLYN'S REACH METROPOLITAN DISTRICT NO. 3 BE INCLUDED INTO AND CONSOLIDATED WITH TALLYN'S REACH METROPOLITAN DISTRICT NO. 2 AND THEREAFTER BE KNOWN AS THE "TALLYN'S REACH METROPOLITAN DISTRICT" WITHOUT THE CONSOLIDATED DISTRICT ASSUMING ANY GENERAL OBLIGATION BONDED INDEBTEDNESS OF THE INDIVIDUAL DISTRICTS AND WITHOUT EXPANDING THE POWERS PREVIOUSLY DELEGATED TO THE INDIVIDUAL DISTRICTS AND WITHOUT AGGREGATING THE MILL LEVY, REVENUE, EXPENSE AND DEBT AUTHORIZATION OR LIMITATIONS PREVIOUSLY AUTHORIZED BY THE VOTERS OF EACH DISTRICT PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

MILL LEVY QUESTION:**OPTION 1: Dollar Amount with Inflation Factor**

SHALL TALLYN'S REACH METROPOLITAN DISTRICT TAXES BE INCREASED BY \$[] ANNUALLY, AND BY THE SAME AMOUNT AS ADJUSTED FOR INFLATION PLUS LOCAL GROWTH IN EACH SUBSEQUENT FISCAL YEAR THEREAFTER, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION, OR BY SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, COVENANT ENFORCEMENT, DESIGN REVIEW, OPERATIONS, MAINTENANCE, AND OTHER SIMILAR EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2022 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

OPTION 2: Mill Levy Cap of 10.000 Mills with AV Ratio Adjustment

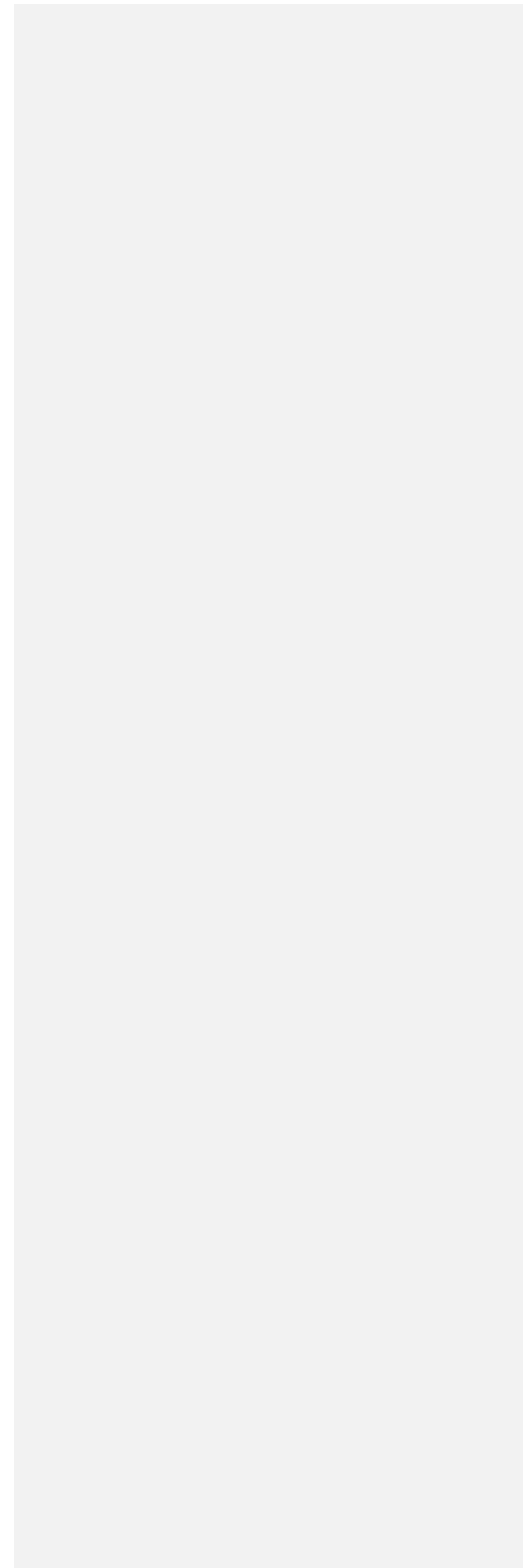
SHALL TALLYN'S REACH METROPOLITAN DISTRICT TAXES BE INCREASED UP TO \$[] ANNUALLY, AND BY THE AMOUNTS, WHETHER MORE OR LESS THAN \$[], RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN AD VALOREM PROPERTY TAX LEVY OF 10.000 MILLS, PROVIDED, HOWEVER, THAT IF, AFTER NOVEMBER 8, 2022, THERE IS A CHANGE IN THE RATIO OF ACTUAL VALUATION TO ASSESSED VALUATION OR OTHER CHANGE IN THE METHOD OF CALCULATING ASSESSED VALUATION, SUCH LEVY OF 10.000 MILLS MAY BE INCREASED OR DECREASED TO REFLECT SUCH CHANGES, SUCH INCREASES OR DECREASES TO BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS IN GOOD FAITH (SUCH DETERMINATION TO BE BINDING AND FINAL), SO THAT TO THE EXTENT POSSIBLE, THE ACTUAL TAX REVENUES GENERATED BY THE MILL LEVY, AS ADJUSTED, ARE NEITHER DIMINISHED NOR ENHANCED AS A RESULT OF SUCH CHANGES; OR BY SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, COVENANT ENFORCEMENT, DESIGN REVIEW, OPERATIONS, MAINTENANCE, AND OTHER SIMILAR EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2022 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

OPTION 3: Mill Step Up to Cap of 10.000 Mills with AV Ratio Adjustment

SHALL TALLYN'S REACH METROPOLITAN DISTRICT TAXES BE INCREASED UP TO \$[] ANNUALLY, AND BY THE AMOUNTS, WHETHER MORE OR LESS THAN \$[], RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN AD VALOREM PROPERTY TAX LEVY OF: (A) 5.000 MILLS IN FISCAL YEARS 2022, 2023, AND 2024; (B) 7.500 MILLS IN FISCAL YEARS 2025, 2026, AND 2027; AND (C) 10.000 MILLS IN FISCAL YEAR 2028 AND EACH FISCAL YEAR THEREAFTER, PROVIDED, HOWEVER, THAT IF, AFTER NOVEMBER 8, 2022, THERE IS A CHANGE IN THE RATIO OF ACTUAL VALUATION TO ASSESSED VALUATION OR OTHER CHANGE IN THE METHOD OF CALCULATING ASSESSED VALUATION, SUCH LEVY OF 10.000 MILLS MAY BE INCREASED OR DECREASED TO REFLECT SUCH CHANGES, SUCH INCREASES OR DECREASES TO BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS IN GOOD FAITH (SUCH DETERMINATION TO BE BINDING AND FINAL), SO THAT TO THE EXTENT POSSIBLE, THE ACTUAL TAX REVENUES GENERATED BY THE MILL LEVY, AS ADJUSTED, ARE NEITHER DIMINISHED NOR ENHANCED AS A RESULT OF SUCH CHANGES; OR BY SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, COVENANT ENFORCEMENT, DESIGN REVIEW, OPERATIONS, MAINTENANCE, AND OTHER SIMILAR EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2022 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE

Commented [BMD1]: D2 Ops Levy in 2022 = 7.089
D3 Ops Levy in 2022 = 3.660
Total AV = \$91,204,293
Admin Costs for 2022 = \$333,200 – 3.650 mills
\$500,000 = 5.480 mills
\$912,040 = 10.000 mills

DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?



Resolution No. 2022-06-04

**JOINT RESOLUTION OF BOARDS OF DIRECTORS
CALLING ELECTION**

TALLYN’S REACH METROPOLITAN DISTRICT NOS. 2 AND 3

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), 1-13.5-513(1), and 32-1-1101(2), C.R.S.

At a joint meeting of the Boards of Directors of the Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**,” and each Board of Directors of a District, a “**Board**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Arapahoe County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a special election on November 8, 2022, for the purpose of submitting ballot issues and questions to eligible electors of the District, and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of presenting certain ballot issues and questions to the electorate. The Election shall be conducted as a coordinated election with the County.

2. The Board names Ashley B. Frisbie of the law firm of White Bear Ankele Tanaka & Waldron as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County.

3. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.

4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS 6th DAY OF JUNE, 2022.

TALLYN’S REACH METROPOLITAN DISTRICT
NO. 2

Officer of the District

ATTEST:

TALLYN’S REACH METROPOLITAN DISTRICT
NO. 3

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts

Signature Page to Joint Resolution Calling Election