

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 28, SERIES 2022**

**A RESOLUTION APPROVING THE CONSTRUCTION OF THE POUDBRE RIVER  
TRAIL REALIGNMENT**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto and incorporated herein as **Exhibit A** is the form of Contactor Agreement to be used to enter into agreement with Connell Resources Inc. (the “Contractor”) to provide construction improvements for the Construction of the Poudre River Trail Realignment for a distance of approximately 1,100 feet; and,

**WHEREAS**, the completion of said improvements has been added to the 2022 Capital Improvements Projects; and,

**WHEREAS**, the Town Council is authorizing the Town Manager to execute this Contractor Agreement on behalf of the Mayor and after review by the Town’s legal counsel; and

**WHEREAS**, the Town Council is familiar with the attached Contractor Agreement form and finds it to be in the best interest of the Town, its residents, and the general public.

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:**

**Section 1. Approval**

The construction of the realignment of the Poudre River Trail is hereby approved in substantially the Contractor Agreement form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 14, 2022.**

**TOWN OF TIMNATH, COLORADO**

DocuSigned by:

*Mark Soukup*

3BDD94680F9C4E8...

Mark J. Soukup, Mayor

**ATTEST:**

DocuSigned by:

*Milissa Peters-Garcia*

07A0AF3B02114D7...

Milissa Peters-Garcia, CMC

Town Clerk

**EXHIBIT A**

**Contractor Agreement Between Town of Timnath and Connell Resources Inc.**

**INDEPENDENT CONTRACTOR AGREEMENT  
(Trail Work)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 14 day of June, 2022, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the "Town"), and Connell Resources, Inc., a Colorado Corporation (the "Contractor"). The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries;

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, funds have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; 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.** 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 Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (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 Town. **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 Town 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 Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of 6/15/2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services: or December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

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

f. The Contractor shall perform the work in accordance with the Town's construction standards and specifications.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25<sup>th</sup> 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 Town 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 Town 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 Town 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 A-1**.

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

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

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the Town for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the Town has made lawful appropriations to cover the costs of the additional work.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town 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 Town 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 Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

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 Town. 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 Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town 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, subcontractors, 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 Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **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 Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. 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 worker without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with workers 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 Town 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 a 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 11 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 Town 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 Town.

12. 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 B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, 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 Town 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 Town may carry, and any insurance maintained by the Town shall be considered excess. The Town 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 Town 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 B-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 Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town 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.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, 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 Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be

contrary to the interests of the Town. 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 Town; or (iii) independently developed by the Contractor without use of the Town'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 Town 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 Town shall agree to be bound by the terms of such confidentiality agreement.

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

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

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town 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 Town'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 Town. 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 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town 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 Town 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 Town Indemnitees for the negligence of the Town or the negligence of any other Town 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. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property.

c. This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this Section 16 within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. 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 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town 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 Town'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 Town. 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 Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. 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. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the Town and by the Town 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. Such notice shall not be required for automatic expiration under Section 2, above. 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 Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. 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 21 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.

21. 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 21 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:

To the Town:           Town of Timnath  
                                  4750 Signal Tree Drive  
                                  Timnath, CO 80547

970-224-3211 (phone)  
970-224-3217 (fax)

With copy to: TIMNATH TOWN ATTORNEY  
Lori Graham  
4750 Signal Tree Drive  
Timnath, Colorado 80547  
(970) 224-3211 (phone)  
(970) 224-3217 (fax)  
[lgraham@timnathgov.com](mailto:lgraham@timnathgov.com)

Contractor: CONNELL RESOURCES, INC.  
7785 Highland Meadows Pkwy.  
Suite 100  
Fort Collins, CO 80528  
Attention: John M Warren  
970-223-3151  
970-223-3191  
[jwarren@connellresources.com](mailto:jwarren@connellresources.com)

22. **AUDITS.** The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be 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 the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. **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. 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 Town.

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

25. **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.

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

27. 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.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town 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 Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town 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 Town funds. The Town'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.

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

30. 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 substantially and materially to the preparation of this Agreement.

31. 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.

32. 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.

33. 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.

34. 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 Town, 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 two (2) years 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 Town. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Town, 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 Town shall, at the request of the Town, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with the Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in Exhibit B and shall not be billed separately to the Town. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in Exhibit B, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Town 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 Town, unless otherwise agreed to by the Town.

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

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

36. 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.

*[Remainder of page intentionally left blank. 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.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:  
*Mark Soukup*  
3BDD94680F9C4E8...  
Mark J. Soukup, Mayor

ATTEST:

DocuSigned by:  
*Milissa Peters-Garcia*  
07A6AF3B02114D7...  
Milissa Peters-Garcia, Town Clerk

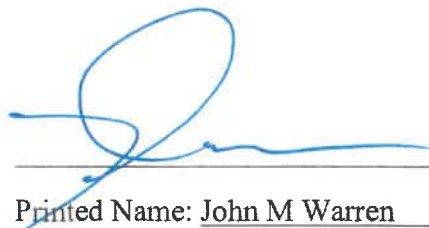
APPROVED AS TO FORM:

DocuSigned by:  
*Lori Graham*  
D316A5DEAB0C484...  
Lori L. Graham, Town Attorney

***Town's Signature Page to Independent Contractor Agreement for Trail Work Services with the Town of Timnath and Connell Resources, Inc. dated May \_\_\_\_\_, 2022***

**\*\* CONTRACTOR:**

Connell Resources, Inc. a Colorado Corporation



Printed Name: John M Warren

Title: President

***Contractor's Signature Page to Independent Contractor Agreement for Trail Work Services  
with the Town of Timnath and Connell Resources, Inc. dated May 24, 2022***

**EXHIBIT A**  
**SCOPE OF SERVICES**

EXHIBIT A

**Connell Resources, Inc.**  
 7785 Highland Meadows Pkwy, #100  
 Fort Collins, CO 80528  
 Phone: (970) 223-3151  
 Fax: (970) 223-3191



Estimator: Shane Westlind

**QUOTATION**

Date: 4/29/2022

|                                                          |                                                                        |
|----------------------------------------------------------|------------------------------------------------------------------------|
| <b>Submitted To:</b> Town Of Timnath                     | <b>Bid Title:</b> Town Of Timnath - CR 3F Trail Extension              |
| <b>Address:</b> 4800 Goodman Street<br>Timnath, CO 80547 | <b>Bid Number:</b> #2                                                  |
| <b>Contact:</b> Kevin Koelbel, BSP, APA                  | <b>Project Location:</b> CR 3F & Three Bells Intersection              |
| <b>Phone:</b> 970-224-3211 <b>Fax:</b> 970-224-3217      | <b>Project City, State:</b> Timnath, CO                                |
|                                                          | <b>Engineer/Architect:</b> Galloway Planning Architecture, Engineering |

| Item #             | Item Description                                                  | Estimated Quantity | Unit | Unit Price  | Total Price  |
|--------------------|-------------------------------------------------------------------|--------------------|------|-------------|--------------|
| <b>CR 3F Trail</b> |                                                                   |                    |      |             |              |
| 10.001             | Mobilization / General Conditions                                 | 1.00               | LS   | \$13,649.90 | \$13,649.90  |
| 10.031             | Construction Surveying                                            | 1.00               | LS   | \$2,570.00  | \$2,570.00   |
| 10.033             | Geotechnical Testing                                              | 1.00               | LS   | \$2,660.00  | \$2,660.00   |
| 29.101             | Pothole Existing Utilities                                        | 18.00              | HR   | \$224.00    | \$4,032.00   |
| 21.100             | Remove Pervious Pavers And Grub Landscape Area For Trail Widening | 1.00               | LS   | \$6,360.00  | \$6,360.00   |
| 29.011             | Concrete Washout                                                  | 1.00               | EACH | \$1,460.00  | \$1,460.00   |
| 08.506             | Fine Grade Concrete Sidewalks                                     | 11,135.00          | SF   | \$1.75      | \$19,486.25  |
| 23.019             | Finish Grading                                                    | 3,662.00           | SY   | \$1.10      | \$4,028.20   |
| 23.100             | Subgrade Preparation - Scarify & Recompact 9" Depth               | 1,237.00           | SY   | \$2.45      | \$3,030.65   |
| 08.071             | Concrete Sidewalk - 10' Width X 6" Thick                          | 11,135.00          | SF   | \$9.60      | \$106,896.00 |
| 64.204             | Trail Signage (Allowance)                                         | 3.00               | EACH | \$575.00    | \$1,725.00   |
| 04.052             | Landscape And Irrigation Repairs (Allowance)                      | 1.00               | LS   | \$4,150.00  | \$4,150.00   |

**Total Price for above CR 3F Trail Items: \$170,048.00**

**Total Bid Price: \$170,048.00**

**Notes:**

- Pricing is based upon the request from the Town of Timnath to complete the following scopes of work:
- County Road 3F Trail Extension** - This trail extension is in association with the Timnath Trails At Riverbend Apartment Phase 2 Project. The trailwork is to be completed by the Town of Timnath and not by the developer. Per the attached plan sheets, Connell will complete the required trail extension work per the direction of the Town of Timnath. All CR 3F removals and grading is to be completed by the developer of the TTRB PH2 project, all other work associated with the trail extension is to be completed by the Town of Timnath. This work is scheduled to be completed during the months of August and September 2022.
- The following are excluded from this proposal: Construction engineering; Drainage facility certification; Warrantee period in excess of two years; Street cleaning for work performed by others; Permits & Fees; Construction dewatering; Maintenance of erosion control devices for others; seeding, or revegetation; subgrade stabilization other than a 9" scarify and recompaction on the CR 3F trail.
- Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.
- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is anticipated Summer of 2022.
- Frost removal or winter protection is not included. If requested, it will be billed either on a time and material basis or a lump sum amount that is mutually agreed upon.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- Diesel fuel price escalation will be required if reported cost of On Highway diesel fuel exceeds \$4.50 / Gallon based on the US Department of Energy's Rocky Mountain Average price. Escalation will be detailed based on work to complete and diesel fuel rates. Fuel rates will be based reported pricing from the following link:  
[https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r40\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r40_w.htm)

**CONDITIONS AND AGREEMENTS**

1. WITHDRAWAL OF QUOTATION: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.

2. PERFORMANCE: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is

**EXHIBIT A**

subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.

3.SPONSOR'S RESPONSIBILITIES: This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.

4.SOIL MECHANICS AND UNDERGROUND CONDITIONS: During excavation, if material is encountered that a 1-¼ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5.DESIGN AND ENGINEERING SERVICES: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties.

6.EXTRA WORK: Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7.QUANTITY DETERMINATION AND BILLINGS: For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8.PAYMENT TERMS: The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1/4% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment.

9.DEFAULT: If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default.

10.WARRANTIES: All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11.SOIL STERILIZATION: If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12.ASPHALT PRICE ADJUSTMENTS: In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

13.AUTHORITY TO PERFORM WORK: The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14.INDEMNIFICATION/LIABILITY LIMITATION: Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15.BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16.HAZARDOUS MATERIALS: In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Connell Resources, Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Shane Westlind  
970-223-3151 swestlind@connellresouces.com

EXHIBIT A

**Ridgely**  
ENGINEERING & SURVEYING  
INC. 11111 E. 15th Ave., Suite 100  
Denver, CO 80202  
TEL: 303.751.1111

**TIMNATH TRAIL  
MULTI-FAMILY  
PHASE 2**

**ROONEY  
PROPERTIES**

19187 COUNTY HWY 60  
CHIPPENVA FALLS, WY  
84729

**SITE PLAN REVIEW**

|             |            |
|-------------|------------|
| DATE        | 06/10/2020 |
| DRAWN BY    | REB        |
| CHECKED BY  | REB        |
| PROJECT NO. | 2018-004   |
| SCALE       | AS SHOWN   |
| REVISIONS   |            |
| DATE        |            |
| BY          |            |
| REASON      |            |
| DATE        |            |
| BY          |            |
| REASON      |            |

C-1.0  
21 of 43

**LEGEND**

|  |                                 |
|--|---------------------------------|
|  | STANDARD DUTY ASPHALT           |
|  | HEAVY DUTY CONCRETE             |
|  | CONCRETE SIDEWALK               |
|  | PROPERTY LINE                   |
|  | CURB AND GUTTER                 |
|  | 4" OR 8" THICK (SEE ARCH PLANS) |
|  | SIDEWALK                        |
|  | STORM OUT                       |
|  | FIRE LANE                       |

**NOTES**

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND ANY OTHER APPLICABLE CODES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COUNTY OF DENVER.
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**SIGN NOTES**

- "NO PARKING FIRE LANE" SIGN WITH NEW BASE
- "TRAIL CROSSING" SIGN WITH NEW BASE
- "STOP" AND "LOOKS TRAFFIC AHEAD" SIGN WITH NEW BASE

\*SEE SIGN DETAIL 5/C-4.2



**SITE DATA**

FROM ANY COMMENT FOR THIS SURVEANCE ISSUED BY THE CITY OF DENVER, THE LAND IS OWNED BY THE CITY OF DENVER, COUNTY OF DENVER, AND IS LOCATED AS FOLLOWS:

LOT 2, ONE HALF AC. OF DENVER, COUNTY OF DENVER, CONTAINING 4,000 SQUARE FEET OF LAND.

BASE OF RECORD, CONSIDERING THE EAST LINE OF THE PROPERTY AS SHOWN IN THE RECORD MAP OF DENVER, COUNTY OF DENVER, AND IS LOCATED AS FOLLOWS:

SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

**BENCHMARK DATA**

VERTICAL CONTROL HAS BEEN ESTABLISHED FOR THIS SURVEANCE USING THE FOLLOWING BENCHMARK DATA:

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

APPROXIMATELY 400 FEET SOUTH OF THE EAST CORNER OF THE SECTION 10, TOWNSHIP 35N, RANGE 70E, COUNTY OF DENVER, COLORADO.

**LINE AND CURVE TABLE**

| Line # | Curve # | Length | Intersection    | Radius |
|--------|---------|--------|-----------------|--------|
| 1      | 1       | 38.57  | 19° 27' 26.67"  | 113.00 |
| 2      | 1       | 41.18  | 7° 27' 46.67"   | 33.00  |
| 3      | 1       | 37.58  | 19° 03' 16.67"  | 33.00  |
| 4      | 1       | 48.71  | 14° 50' 26.67"  | 192.00 |
| 5      | 1       | 70.72  | 49° 34' 53.68"  | 87.00  |
| 6      | 1       | 62.37  | 79° 05' 02.37"  | 33.00  |
| 7      | 1       | 33.31  | 8° 49' 49.39"   | 200.00 |
| 8      | 1       | 57.91  | 58° 55' 53.77"  | 33.00  |
| 9      | 1       | 34.01  | 58° 55' 53.77"  | 33.00  |
| 10     | 1       | 72.58  | 58° 55' 53.77"  | 33.00  |
| 11     | 1       | 26.34  | 51° 29' 16.67"  | 33.00  |
| 12     | 1       | 64.97  | 58° 55' 53.77"  | 33.00  |
| 13     | 1       | 77.45  | 58° 55' 53.77"  | 33.00  |
| 14     | 1       | 58.82  | 107° 59' 43.17" | 33.00  |
| 15     | 1       | 4.89   | 107° 59' 43.17" | 33.00  |
| 16     | 1       | 39.83  | 107° 59' 43.17" | 33.00  |
| 17     | 1       | 41.26  | 107° 59' 43.17" | 33.00  |
| 18     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 19     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 20     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 21     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 22     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 23     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 24     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 25     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 26     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 27     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 28     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 29     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |
| 30     | 1       | 143.24 | 107° 59' 43.17" | 33.00  |

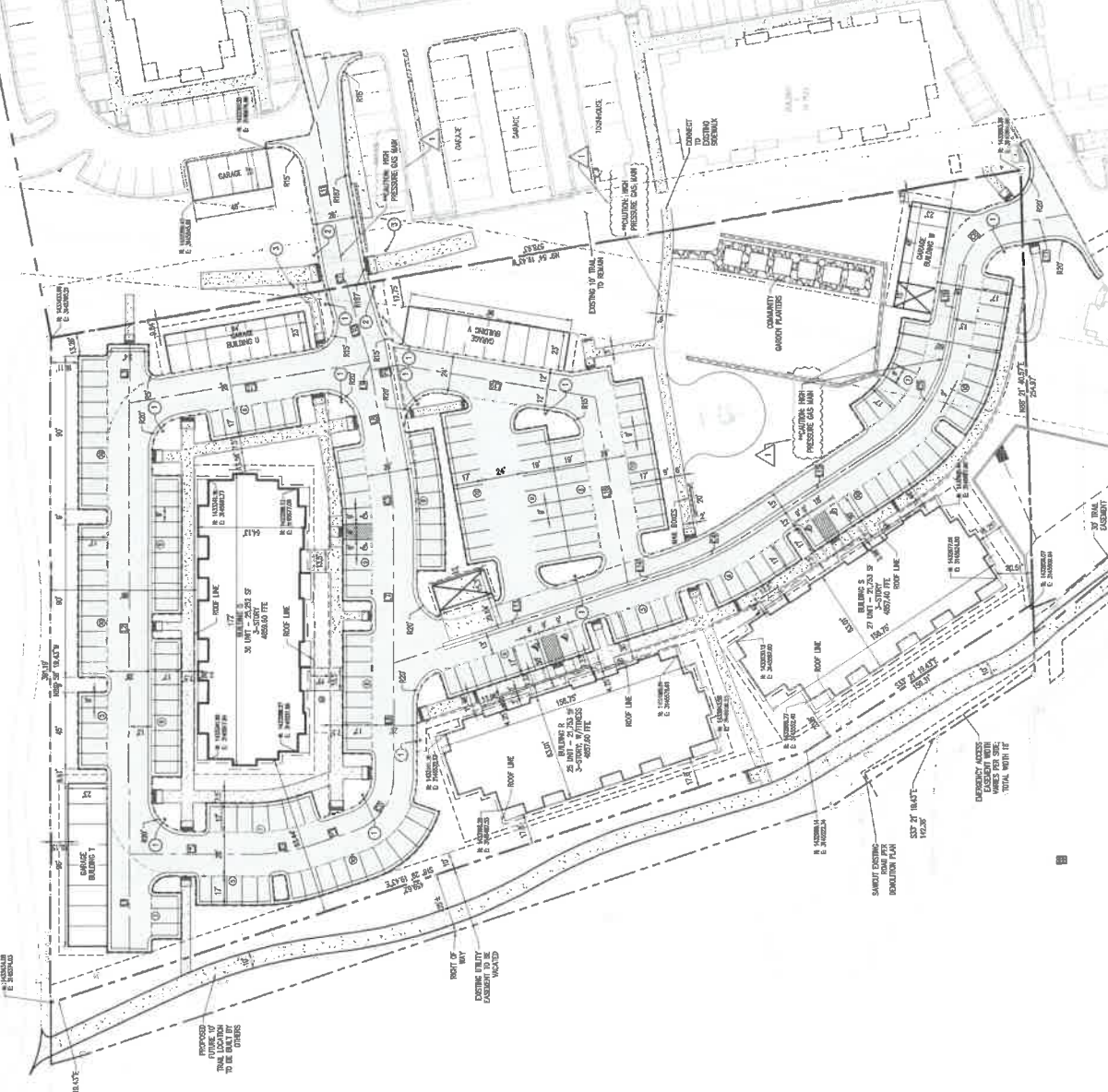




EXHIBIT A



TIMNATH TRAIL  
MULTIFAMILY  
PHASE 2

ROONEY  
PROPERTIES

19187 COUNTY HWY 00  
CHIPPEWA FALLS, WI  
54729

**SITE PLAN REVIEW**

|              |            |
|--------------|------------|
| OWNER:       | ROO        |
| DESIGNER:    | 811        |
| PROJECT NO.: | 20-101-001 |
| DATE:        | 06/10/2020 |
| REVISIONS:   |            |
| NO.:         |            |
| DATE:        |            |
| BY:          |            |
| DATE:        |            |
| BY:          |            |
| DATE:        |            |
| BY:          |            |
| DATE:        |            |

06/10/2020

811

Know what's below.  
Call before you dig.

LCR 3F -  
STONE FLY  
IMPROVEMENT  
PLAN

C-1.1

22 of 43

**LEGEND**

|  |                       |
|--|-----------------------|
|  | STANDARD CITY ASPHALT |
|  | HEAVY DUTY CONCRETE   |
|  | CONCRETE SEWERLINE    |
|  | PROPERTY LINE         |
|  | GAS AND OTHER         |
|  | 4\"/>                 |
|  | 6\"/>                 |
|  | 8\"/>                 |
|  | 12\"/>                |
|  | 18\"/>                |
|  | FIRE LANE             |

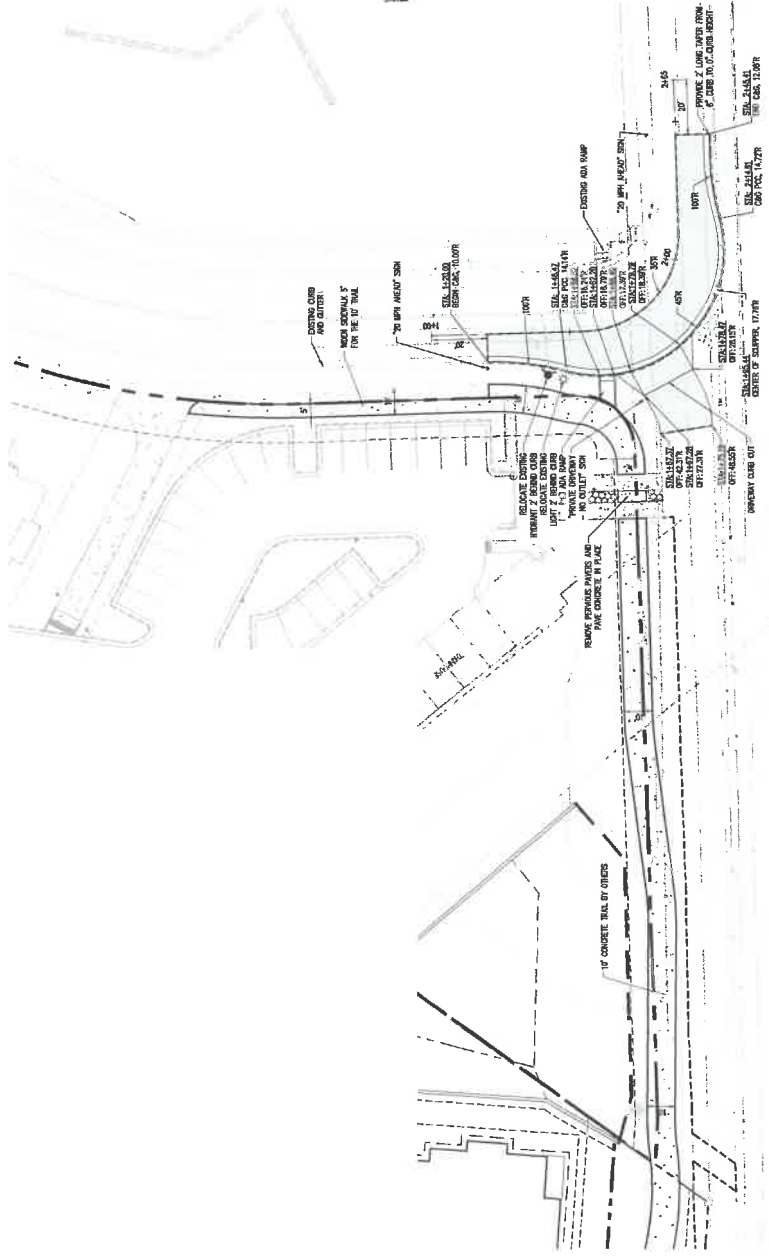


EXHIBIT A



TIMMATH TRAIL  
MULTI-FAMILY  
PHASE 2

ROONEY  
PROPERTIES

13187 COUNTY HWY DD  
CHIPPENWA FALLS, WI  
54729

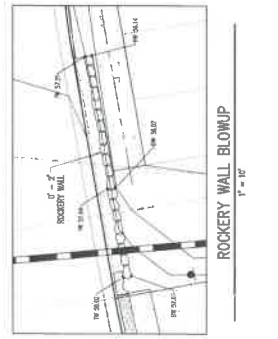
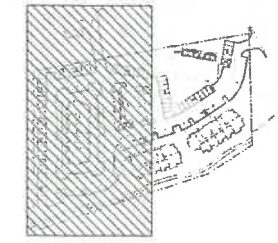
SITE PLAN REVIEW  
DATE: 06/10/2020  
PROJECT NO: 20-08-001

06/10/2020

NORTH  
GRADING  
PLAN

C-2.2

25 of 43



- GRADING NOTES**
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS OF ANY EXISTING UTILITIES.
  - REMOVE THE EXISTING UTILITIES AND RE-LOCATE TO THE RIGHT-OF-WAY.
  - APPLY 18" GRANULAR FILL TO ALL EXPOSED SUBSOILS. GRANULAR FILL SHALL BE 100% SAND, SILT AND CLAY FREE.
  - ALL CUT AND FILL AREAS SHALL BE CONSTRUCTED TO THE 1% CROSS AND SLOPE AND 10% LOCAL RESOLUTION. ALL CUT AND FILL AREAS SHALL BE 4:1 UNLESS OTHERWISE SPECIFIED.
  - GRADE ALL AREAS TO PRELIMINARY FINISH GRADE. ALL AREAS TO BE GRADED SHALL BE 1% SLOPE AWAY FROM THE MAIN ROAD.
  - CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AS SHOWN ON THE SURVEY. ALL UTILITIES SHALL BE PROTECTED AND MARKED WITH REFLECTOR PIPES.
  - CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AS SHOWN ON THE SURVEY. ALL UTILITIES SHALL BE PROTECTED AND MARKED WITH REFLECTOR PIPES.
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**NOTE:** ALL CONCRETE SHALL BE 3000 PSI STRENGTH. ALL CONCRETE SHALL BE 3000 PSI STRENGTH. ALL CONCRETE SHALL BE 3000 PSI STRENGTH. ALL CONCRETE SHALL BE 3000 PSI STRENGTH.

**LEGEND**

|     |                            |
|-----|----------------------------|
| --- | PROPOSED MAJOR CONTOUR     |
| --- | PROPOSED MINOR CONTOUR     |
| --- | SPOT ELEVATION             |
| --- | TOP OF CURB                |
| --- | FLOOR LINE                 |
| --- | PROPOSED FLOOR ELEVATION   |
| --- | MAJOR EASING               |
| --- | TOP OF FOUNDATION (GARAGE) |
| --- | PROPOSED GRADE             |
| --- | EXISTENT                   |
| --- | PROPERTY LINE              |
| --- | SEAL CURB                  |
| --- | SEAL/PROTECT               |
| --- | STRIP/CONCRETE             |

**NOTE:** THE PROPOSED 10' CONCRETE TRAIL IS TO BE BUILT BY OTHERS. INFORMATION PROVIDED FOR THE TRAIL IS FOR REFERENCE ONLY.

**NOTE:** TYPE B AREA INLET SHALL BE 3" BELOW TOP OF PROPOSED FLOOR LINE UNLESS OTHERWISE SPECIFIED.

EXHIBIT A



TIMNATH TRAIL  
MULTI-FAMILY  
PHASE 2

ROONEY  
PROPERTIES

1347 COUNTY HWY 10  
CHAPELWVA FALLS, WI  
54729

SITE PLAN REVIEW

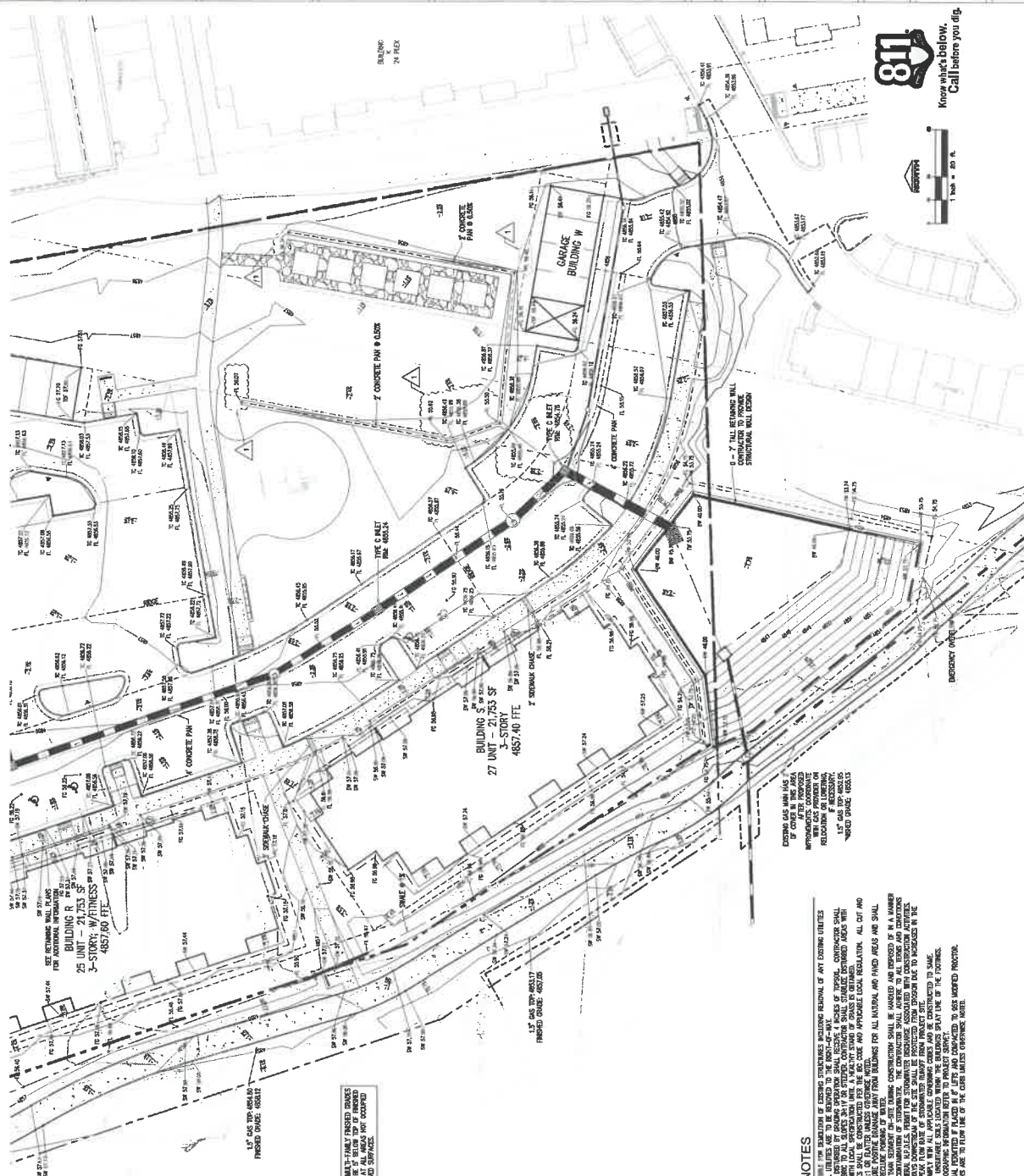
|                      |                                               |
|----------------------|-----------------------------------------------|
| DATE                 | 06/10/2020                                    |
| PROJECT NO.          | 20-024-001                                    |
| PROJECT NAME         | ROONEY PROPERTIES                             |
| PROJECT ADDRESS      | 1347 COUNTY HWY 10, CHAPELWVA FALLS, WI 54729 |
| PROJECT CONTACT      | ROONEY PROPERTIES                             |
| PROJECT PHONE        |                                               |
| PROJECT FAX          |                                               |
| PROJECT EMAIL        |                                               |
| PROJECT WEBSITE      |                                               |
| PROJECT SOCIAL MEDIA |                                               |
| PROJECT OTHER        |                                               |

06/10/2020

SOUTH  
GRADING  
PLAN

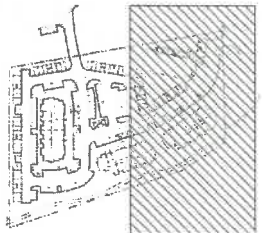
C-2.3

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NOTE:  
THE PROPOSED 10" CONCRETE TRAIL IS TO BE BUILT BY OTHERS. INFORMATION PROVIDED FOR THE TRAIL IS FOR REFERENCE ONLY.

NOTE: ALL FINISHED GRADES SHALL BE 1" BELOW TOP OF FINISHED GRADES OCCUPIED BY FINISHED GRADES.



NOTE:  
SEE SHEETS C-2.1 FOR FINISHED GRADES ALONG WITH OTHER PRELIMINARY DETAILS.

- GRADING NOTES**
- CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES INCLUDING SIGNALS OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE RELOCATED TO THE RIGHT-OF-WAY.
  - APPLY GRADATION TO ALL AREAS TO BE RELOCATED UTILITIES SHALL BE RELOCATED TO THE RIGHT-OF-WAY.
  - ALL AREAS TO BE RELOCATED UTILITIES SHALL BE RELOCATED TO THE RIGHT-OF-WAY.
  - ALL AREAS TO BE RELOCATED UTILITIES SHALL BE RELOCATED TO THE RIGHT-OF-WAY.
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  - ALL AREAS TO BE RELOCATED UTILITIES SHALL BE RELOCATED TO THE RIGHT-OF-WAY.
  - ALL AREAS TO BE RELOCATED UTILITIES SHALL BE RELOCATED TO THE RIGHT-OF-WAY.

**LEGEND**

|                            |     |
|----------------------------|-----|
| EX. CONTOUR                | --- |
| PROPOSED MAJOR CONTOUR     | --- |
| PROPOSED MINOR CONTOUR     | --- |
| SPOT ELEVATION             | --- |
| TOP OF CURB                | --- |
| FLOOR LINE                 | --- |
| PROPOSED FLOOR ELEVATION   | --- |
| MAJOR EXISTING             | --- |
| TOP OF FOUNDATION (GARAGE) | --- |
| FINISHED GRADE             | --- |
| PROPERTY LINE              | --- |
| SPILL CURB                 | --- |
| ROCK/ANCHOR                | --- |
| SWELL/COMPACT              | --- |

EXHIBIT A



TIMNATH TRAIL  
MULTI-FAMILY  
PHASE 2

ROONEY  
PROPERTIES

13187 COUNTY HWY 00  
CHIFFENVA FALLS, WI  
54729

SITE PLAN REVIEW

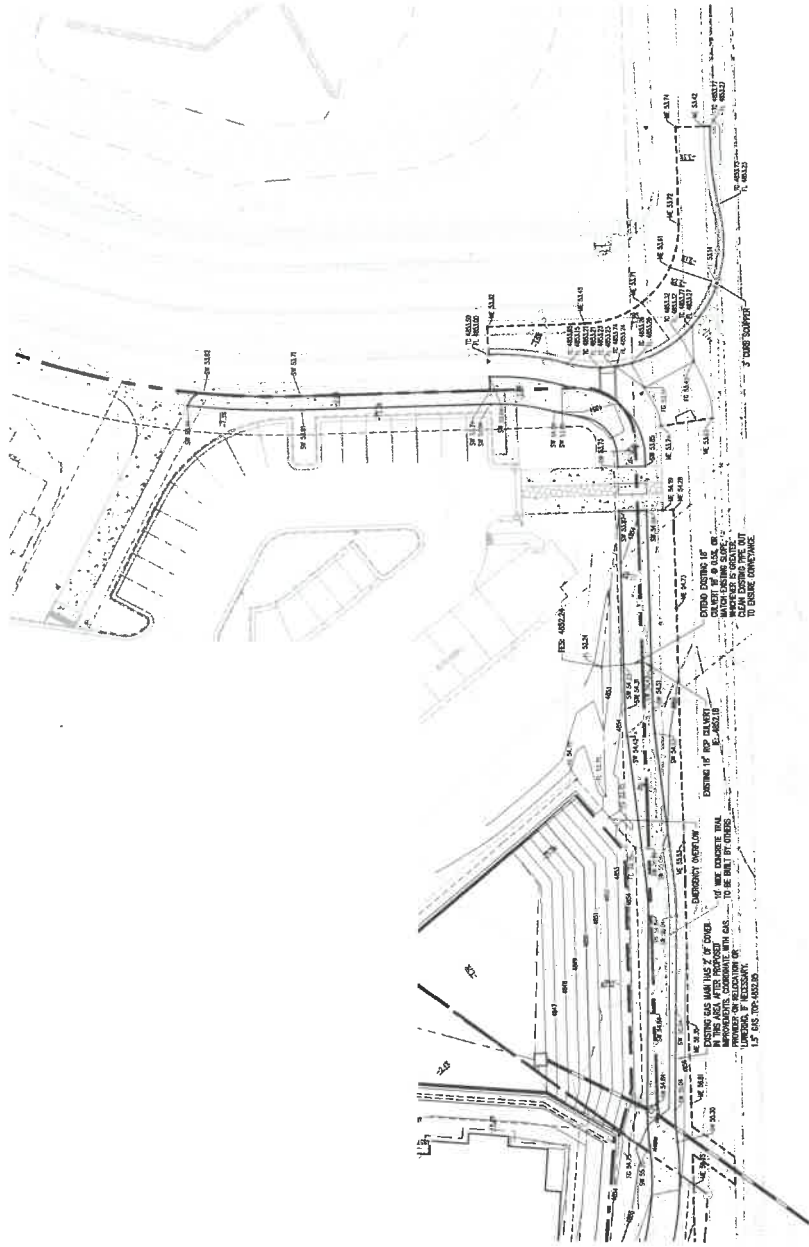
|                      |                                          |
|----------------------|------------------------------------------|
| OWNER:               | RRB                                      |
| PROJECT NO.:         | 20-18-001                                |
| DATE SUBMITTED:      | 08/08/20                                 |
| DATE APPROVED:       | 08/10/20                                 |
| PROJECT LOCATION:    | 13187 COUNTY HWY 00, CHIFFENVA FALLS, WI |
| PROJECT DESCRIPTION: | PHASE 2 CONSTRUCTION                     |

06/10/2020

LCR 3F -  
STONE FLY  
GRADING  
PLAN

C-2.4

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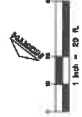
NOTE:  
THE PROPOSED 10' CONCRETE TRAIL IS TO BE BUILT BY OTHERS. INFORMATION PROVIDED FOR THE TRAIL IS FOR REFERENCE ONLY.

NOTE:  
SEE C-2.4 FOR ADDITIONAL GRADING NOTES ALONG WITH OTHER PRELIMINARY INFORMATION. DETAILS ARE C-2.4 AND C-2.5 FOR STORM STRUCTURE DETAILS

- #### GRADING NOTES
1. EXISTING AND PROPOSED ELEVATIONS OF EXISTING STRUCTURES INCLUDING ELEVATION OF ANY EXISTING UTILITIES, EXCEPT THE STRUCTURE UTILITIES ARE TO BE PROVIDED TO THE POINT-OF-WALL.
  2. ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  3. ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE NOTED. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
  4. ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  5. ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  6. AS NOTED IN THE GENERAL NOTES, POINT-OF-WALL ELEVATIONS ASSOCIATED WITH CONSTRUCTION UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
  7. ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  8. CONSTRUCTION TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  9. ELEVATIONS OF ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
  10. ELEVATIONS OF ALL UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
  11. ORIGINAL SPOT ELEVATIONS ARE TO TRIM LINE OF THE CURB UNLESS OTHERWISE NOTED.

#### LEGEND

|                            |     |
|----------------------------|-----|
| EXISTING                   | --- |
| PROPOSED                   | --- |
| PROPOSED MARK CENTER       | --- |
| PROPOSED MARK CENTER       | --- |
| SPOT ELEVATION             | --- |
| TOP OF CURB                | --- |
| FINISH FLOOR ELEVATION     | --- |
| MARK ELEVATION             | --- |
| TOP OF FOUNDATION (GARAGE) | --- |
| FINISHED GRADE             | --- |
| UTILITY                    | --- |
| PROPERTY LINE              | --- |
| SPILL CURB                 | --- |
| ROCK/ANCHOR                | --- |
| STAKE/ANCHOR               | --- |
| MARK                       | --- |



**EXHIBIT A-1**  
**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](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                            |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br>Connell Resources, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                            |
|  | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                            |
|  | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><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<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> 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.<br><br><input type="checkbox"/> Other (see instructions) ► | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br>7785 Highland Meadows Pkwy, Suite 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Requester's name and address (optional)                                                                                                                                                                                                                                    |
|  | <b>6</b> City, state, and ZIP code<br>Fort Collins, CO 80528                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                            |
|  | <b>7</b> List account number(s) here (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.

|                                       |   |  |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |
| or                                    |   |  |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |
| 8                                     | 4 |  | 0 | 5 | 8 | 8 | 5 | 4 | 1 |

**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.

**Sign Here**

Signature of U.S. person ►

Date ► 05-21-2022

**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](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

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

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

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

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 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 \$1,000,000 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 Town 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 Town. Such bond shall protect the Town 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 Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

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



**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE



CONNRES-02

MHOFF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2022

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 License # 0757776<br><b>HUB International Insurance Services (COL)</b><br>2000 S. Colorado Blvd<br>Tower 2, Suite 150<br>Denver, CO 80222 |  | CONTACT NAME: <b>Lynn Bosman</b><br>PHONE (A/C, No, Ext): <b>(303) 252-3762</b> FAX (A/C, No): <b>(866) 243-0727</b><br>E-MAIL ADDRESS: <b>Lynn.bosman@hubinternational.com</b>                                        |                                            |
| <b>INSURED</b><br><br><b>Connell Resources, Inc.</b><br>7785 Highland Meadows Parkway, Suite 100<br>Fort Collins, CO 80528                         |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A : <b>Zurich American Insurance Company</b><br>INSURER B : <b>Travelers Property Casualty Company of America</b><br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : | NAIC #<br><b>16535</b><br><br><b>25674</b> |

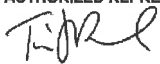
|                  |                            |                         |
|------------------|----------------------------|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
|------------------|----------------------------|-------------------------|

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<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X              | GLO 5084929-00     | 6/1/2022                | 3/1/2023                | EACH OCCURRENCE \$ <b>2,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>4,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY      | X         | X              | BAP 5084930-00     | 6/1/2022                | 3/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                    |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> DED RETENTION \$ <b>10,000</b>                                                                                                                           | X         | X              | CUP-5T070711-22-NF | 6/1/2022                | 3/1/2023                | EACH OCCURRENCE \$ <b>10,000,000</b><br>AGGREGATE \$ <b>10,000,000</b>                                                                                                                                                                                                              |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                       |           | Y / N<br>N / A | WC 5084928-00      | 6/1/2022                | 3/1/2023                | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: 2201026 - CR 3F Trail Extension**  
**Town of Timnath, its respective managers, members, officers, directors, partners and employees are additional insureds General Liability and Automobile Liability on a primary and non-contributory basis. Waiver of subrogation in favor of the additional insureds is applicable to General Liability, Automobile Liability and Workers Compensation.**

|                           |                     |
|---------------------------|---------------------|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b> |
|---------------------------|---------------------|

|                                                                |                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Town of Timnath<br>4750 Signal Tree Drive<br>Timnath, CO 80547 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|


**ZURICH**<sup>®</sup>

## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 5084929-00

Effective Date: 06/01/2022

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
  - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

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

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Policy Number: GLO5084929-00

COMMERCIAL GENERAL LIABILITY

CG 25 03 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Projects:** A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: GLO 5084929-00

COMMERCIAL GENERAL LIABILITY  
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

|                                                                                                                                            |                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scheduled Railroad:</b><br>ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW | <b>Designated Job Site:</b><br>ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

## Waiver Of Subrogation (Blanket) Endorsement

| Policy No.     | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem.    | Return Prem. |
|----------------|-------------------|-------------------|-------------------|----------|----------------|--------------|
| GLO 5084929-00 | 06/01/2022        | 03/01/2023        |                   | 91966000 | \$ <b>INCL</b> | \$           |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 5084930-00

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Connell Resources Inc.

**Endorsement Effective Date:**

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP 5084929-00

COMMERCIAL AUTO  
CA 20 70 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COVERAGE FOR CERTAIN OPERATIONS  
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Connell Resources Inc**Endorsement Effective Date:****SCHEDULE**

| <b>Scheduled Railroad</b>                                                                                    | <b>Designated Job Site</b>                                                                                   |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW | ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.       |                                                                                                              |

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

POLICY NUMBER: BAP 5084930-00

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| <p><b>Named Insured:</b> Connell Resources Inc.</p> <p><b>Endorsement Effective Date:</b></p> |
|-----------------------------------------------------------------------------------------------|

### **SCHEDULE**

|                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Name(s) Of Person(s) Or Organization(s):</b><br/>ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: WC 5084928-00

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

**WC 00 03 13**

(Ed. 4-84)

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**EXHIBIT C [OPTIONAL]**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**