

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 57, SERIES 2022**

**A RESOLUTION APPROVING RENEWAL OF CONTRACTOR
AGREEMENT WITH PRECISION PAVEMENT MARKING CO.**

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, the Town has included this work in its 2022 Public Works Budget; and

WHEREAS, the Town issued an RFP for this work in 2021 with the intent to allow the contract to be renewed for up to 5 years upon satisfactory performance of the work and appropriation of the funds; and

WHEREAS, the Town Council is familiar with the Work and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The required agreements and expenditures of funds up to \$120,000 for 2022 and as appropriated in future years is hereby approved for street striping. The required agreements may be finalized and signed 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 NOVEMBER 8, 2022.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



CONTRACTOR AGREEMENT
For Annual Road Restriping

This **CONTRACTOR AGREEMENT**, including any and all exhibits attached hereto (the “Agreement”) is made this 8th day of November, 2022, by and between **THE TOWN OF TIMNATH**, a home rule municipal corporation and political subdivision of the State of Colorado (the “Owner”), and Precision Pavement Marking Co. (the “Contractor”). The Owner and Contractor are referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The Owner was organized pursuant to and in accordance with the provisions of Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries.

B. The Owner is authorized to contract for the provision of such services pursuant to § 31-15-101, C.R.S., as amended.

C. Owner has contracted with TST Consulting Engineers (the “Owner’s Representative”), in part for construction management and oversight of the Work (as defined below), who will assume all duties, responsibilities and authorities assigned by the Owner to the Owner’s Representative or as provided for in the Contract Documents.

D. Contractor, an independent contractor, has received and examined any plans, specifications and terms of the contract for the Work (as defined below) and project described in this Agreement (the “Project”).

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

F. The Parties desire to enter into this Agreement, which represents the entire and integrated Agreement between the Parties and is intended to supersede all prior negotiations, representations and agreements between the Parties.

TERMS AND CONDITIONS

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

1. Scope of Work/Notice to Proceed.

a. In General. Contractor agrees to provide those goods and services necessary to complete the work as described as: painting of streets within the boundaries of the Town with striping and other traffic markings, specifically as approved by the Owner’s Representative in advance, (the “Work”) to be constructed in strict accordance with this Agreement, including any and all Plans and Specifications as set forth in **Exhibit B**, and the General Conditions

attached as **Exhibit C**, which are incorporated herein by this reference (collectively, the “Contract Documents”). In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in any Exhibit, the terms in the body of this Agreement shall govern. The Work also includes those tasks, materials, equipment and services that are required to comply with applicable law, or necessary to obtain inspections and approvals, or reasonably implied or customarily furnished by a Contractor performing work as described in the Contract Documents. Contractor shall direct its best efforts to complete the Work in accordance with the highest industry standards, and shall comply with all material and reasonable requirements imposed by the Owner. Contractor shall provide, at Contractor’s sole cost and expense, all labor, services, administrative support, equipment and materials (which, unless otherwise specified, shall be new), which are necessary to ensure that the Work is adequately completed under, or reasonably inferable from, the Contract Documents. Contractor shall complete the Work in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees of Owner.

Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Owner in any manner whatsoever, except to the extent specifically provided in this Agreement.

b. Notice to Proceed. Contractor shall commence the Work upon execution of this Agreement by both Parties, which execution shall be deemed a Notice to Proceed for such Work.

2. Term/Renewal.

a. This Agreement shall be effective as of November 8, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 or Section 22 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, this Agreement shall automatically renew for up to three additional one-year terms commencing January 1 of the next succeeding year (the “Renewal Date”) unless (1) this Agreement is terminated pursuant to subsection (i) of this Section 2(a), (2) the Town Council determines not to appropriate funds for this Agreement for the next succeeding year and the Town provided written notice of non-appropriation to the Contractor prior to the Renewal Date or (3) the Owner’s Representative reviews Contractor’s Price List for the following year and determines that the Contractor’s Price List for the succeeding year is inappropriate and the Town provides written notice of non-renewal prior to the Renewal Date.

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. Job Reports. Contractor shall provide the Owner’s Representative, on a monthly basis (or more frequently upon the request of the Owner), on or before the end of each month, in a form satisfactory to the Owner, a narrative progress and status report describing Work in progress and results achieved during the reporting period, including a description of the Work performed during the invoice period and the Work anticipated to be performed during the ensuing invoice period.

4. Hazardous Materials. Contractor hereby covenants and agrees that no person engaged, hired, or contracted by Contractor to provide services or to perform any portion of the Work under this Agreement will use, dispose of, store or be in possession of hazardous materials anywhere on the Project at any time, except with Owner's prior knowledge and consent, and in strict compliance with applicable law.

5. Repairs. The Contractor shall notify the Owner's Representative immediately of any and all damage caused by the Contractor to Owner's property, and that of third persons. The Contractor will promptly repair or, at the Owner's option, reimburse the Owner for the repair of any damage to property caused by the Contractor or its employees, agents, subcontractors or equipment.

6. Performance Standards.

a. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Work and that the Work 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 Work does not meet this standard, the Contractor shall, at the Owner's request, re-perform the Work not meeting this standard without additional compensation.

b. The services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Work 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 timely notice to the Owner's Representative of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

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

d. All Work shall be performed in compliance with all applicable state, local and federal laws, statutes, codes, ordinances, executive orders and rules and regulations in effect when the Work is complete.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Owner, including, but not limited to, the Owner's Representative.

f. Acceptance by the Owner of the Work or any documents performed or prepared by the Contractor by the Owner shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Work or documents.

g. The Owner shall provide the Contractor with all known information, conditions, standards, criteria, and objectives which affect the Work, and the Contractor shall be able

to rely upon such information. The Owner shall provide the Contractor with reasonable access to any work sites necessary for completion of the Work, as the Owner is authorized to do so under applicable law.

7. Contract Price. Contractor’s compensation for the Work shall be a maximum amount of \$120,000 for 2022 (the “**Contract Price**”). The actual Contract Price shall be a (check one):

- Fixed Price
- Unit Price per length of roads stripped or symbol installed at Unit Prices set forth in the annual Contractor’s Price List, not to exceed the maximum amounts per year as appropriated by the Owner for this Contract.
- Guaranteed Maximum Price
- Other: _____

The Contractor’s Price List for 2022 is attached hereto as **Exhibit A** and incorporated herein. The Contractor’s Price List shall remain the same for each subsequent year, unless the Contractor provides an updated Contractor’s Price List for approval prior to the start of work for the subsequent year, which is approved by Owner’s Representative prior to the work commencing.

The Contract Price shall be paid pursuant to the payment terms set forth below. Prior to commencing the Work, Contractor shall, if applicable, submit a proposed schedule of values to be used in processing pay applications. Owner shall have the right to terminate this Agreement without liability if the Parties cannot agree upon the schedule of values. The Contractor shall not be entitled to any additional compensation or reimbursement except as set forth in this Agreement.

8. Applications for Payment.

a. Progress Payments. Once per month on or before the 25th day of each month, Contractor shall invoice Owner for completed Work which has not been previously invoiced. Invoices shall be supported by such additional documentation as reasonably required by Owner or Owner’s Representative. The invoiced amount shall be based on the quantity of the work completed (if this Agreement is a unit price contract) or the percentage of the work completed (if this Agreement is a fixed fee/lump sum contract) during the period of time covered by the invoice, less retention. With each payment application, Contractor shall execute and submit Contractor’s form conditional lien waiver for itself, and obtain and submit the same from all of its vendors, subcontractors, suppliers and materialmen, waiving lien rights for Work performed through the period covered by the application. Each new payment application shall be accompanied by unconditional lien waivers signed by Contractor and all vendors, subcontractors, suppliers and materialmen applicable for payments previously issued by Owner. Payment will not be made for materials or equipment stored at the Project but not yet incorporated into the Work without the prior authorization of Owner and proof satisfactory to Owner that the materials and equipment are insured for loss. Payment shall not alter Contractor’s responsibility for loss or damage which occurs prior to final acceptance by Owner of the completed Work.

b. Approval/Disapproval of Application for Payment. Owner or Owner's Representative shall promptly review each complete payment application to determine Contractor's entitlement to payment. The approved portion of the invoiced amount shall be paid to Contractor within thirty (30) days of approval of the payment application by Owner or Owner's Representative. If disapproved, Owner or Owner's Representative shall return the application to Contractor with a written explanation of the disapproval, and Contractor shall make the necessary corrections and resubmit to Owner or Owner's Representative. Payments by Owner, including final payment, shall not constitute approval or final acceptance of the Work or any item of cost. Owner shall have the right at any time to pay Contractor by issuance of joint checks made payable to Contractor and Contractor's vendors, subcontractors, suppliers and materialmen.

c. Withholding of Payment. Owner may withhold payments for any of the following reasons: (a) omitted Work, or defective Work that has not been remedied; (b) mechanic's liens or verified statements of claim filed, or reasonable evidence indicating that liens or statements of claim will be filed, by Contractor or its suppliers or Contractors, in which case Owner may withhold one hundred fifty percent (150%) of the lien / claim; (c) Contractor's failure to properly make payments to others; (d) Owner's reasonable doubt that the Work can be completed for the balance of the unpaid Contract Price; (e) the Work is behind schedule or there are reasonable indications that the Work will not be completed on schedule; (f) any damage to the work of a subcontractor or supplier caused by or attributable to Contractor; (g) any dispute between Contractor and any subcontractor, supplier or contractor employed by Owner or Contractor on the Project, and (h) Contractor's failure to submit adequate proof of the insurance coverage required by this Agreement. Whenever the grounds for withholding have been removed, Owner shall pay the amount withheld within fifteen (15) days, less any expenses incurred or damages sustained by Owner. Although not required to do so, Owner may directly pay any of Contractor's laborers, subcontractors, suppliers, or materialmen. Such payments shall be deemed payment to Contractor and shall be credited against the Contract Price, and any amount by which such payments exceed the Contract Price then due shall be immediately reimbursed by Contractor. The rights to withhold payment shall be in addition to all other rights and remedies of Owner.

d. Conditions to Final Payment. Upon completion of the Work and written notice to Owner, Owner or Owner's Representative shall inspect the Work and may reject any portion not in conformity with the Contract Documents. Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. Owner shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by Owner is subject to the provisions of this Agreement and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers of equipment. The Work shall not be considered for "Final Acceptance" until all of the following have occurred:

i. Owner or Owner's Representative has inspected the Work with Contractor and any and all "punch list" items have been completed.

ii. Owner has received from Contractor: (1) a complete list of all subcontractors and suppliers including address, telephone numbers and contact persons; (2) all operation and maintenance manuals; (3) any and all written

guarantees from manufacturers, suppliers, or subcontractors; and (4) all as-built records and plans.

iii. There are no known undischarged obligations, liens, attachments or claims in connection with the Work, and Owner has received lien waivers, releases and such other evidence of full payment to all vendors, subcontractors, suppliers and materialmen.

iv. Owner has obtained all necessary written consents from any and all sureties providing bonds under this Agreement.

f. Final Application for Payment. Upon Owner's Final Acceptance of the Work as specified in this Agreement, the Contractor shall submit to Owner its "Final Application for Payment." The Final Application for Payment shall not be processed for payment by Owner unless it is accompanied by original lien releases executed by Contractor and all vendors, subcontractors, suppliers and materialmen, equal to the total amount claimed by Contractor to be due under this Agreement. Contractor shall also submit an affidavit that all payrolls, bills for materials and equipment and other indebtedness have been paid or otherwise satisfied in full and indemnifying Owner against such liability.

g. Payment. Upon publication of notice of final settlement pursuant to § 38-26-107, C.R.S. and approval of the Final Application for Payment, Owner shall pay Contractor within thirty (30) days the approved portion of the Final Application for Payment, less one hundred fifty percent (150%) of any disputed amounts. Contractor's acceptance of final payment shall constitute its waiver of any and all claims arising out of or any way related to this Agreement. The making of final payment to Contractor shall not constitute a waiver of any claims by Owner.

h. Appropriations Statement. In compliance with § 24-91-103.6, C.R.S., the following statements are included in this Agreement:

i. The Owner has budgeted and appropriated an amount of money equal to or in excess of the Contract Price for the Work to be performed under this Agreement.

ii. The Owner is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate compensation amount under the Agreement to exceed the amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but is not limited to, change clauses, differing site conditions clauses, variations in quantities clauses and termination for convenience clauses.

9. Completion Date / Contract Time. Time is of the essence in completing the Work. Contractor shall perform its Work to meet the Owner's schedule for completion, but shall complete the Work no later than October 31 of each year during the Term. If Owner determines the Contractor is not complying with the schedule, Contractor shall provide, at Contractor's cost, any additional worker hours, labor, equipment and material necessary to comply with the project schedule.

10. Contractor Is Independent Contractor. The Parties acknowledge and agree that, in performing the Work, Contractor, its employees and agents are independent contractors and are not acting as, nor are to be deemed or considered to be, agents, employees, joint venturers or partners of Owner. 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 Owner, and shall be responsible for supervising its own agents, employees or subcontractors. The Owner is concerned only with the results to be obtained. The Owner 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, the safety of its employees, the public and the work site in general, and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 ("OHSА"). Contractor is solely responsible for the payment to its employees of all wages and other compensation, and for withholding of appropriate taxes and any and all benefits, and for strict compliance with all laws, rules, ordinances and regulations concerning employer/employee relationships and the Work, including, without limitation, worker's compensation insurance laws.

11. Contractor's Representations and Warranties. Contractor represents and warrants to Owner that Contractor is skilled, properly licensed and qualified for the Project, and experienced in all aspects of providing or contracting for the performance of the Work. Contractor shall supply an adequate number of employees who have been trained, qualified and are competent to perform the Work, and shall provide qualified on-site supervision at all times when Work is being performed at the Project.

12. Quality of Materials and Services. No substitutions of material from those specified in the Contract Documents shall be permitted unless approved in writing by Owner or Owner's Representative. Owner reserves the right to inspect the Work at any time, and Contractor hereby agrees to comply with all reasonable requests by Owner to prove Contractor's compliance with the requirements of the Contract Documents, and to correct Work not conforming to the requirements of the Contract Documents, at Contractor's sole cost and expense.

13. Changes in the Work. Owner shall have the right to modify the Work, order extra services of Contractor, delete portions of the Work or make changes in the Work or the Plans and Specifications, and Contractor shall be bound to perform the Work as modified by Owner's or

directions. Contractor's compensation shall be adjusted by equitable additions or deductions to account for increases or decreases in the Work, as modified. Owner shall submit a written change order request for each such change which, when issued and signed by Owner and Contractor, shall constitute an amendment to this Agreement ("Change Order"). Contractor shall not perform any increase in the cost or scope of the Work without Owner's prior written authorization. No change, alteration, or deviation shall be made, and no claim for additional compensation shall be valid unless supported by an executed, written Change Order.

14. Prevention of Liens. Contractor shall pay when due all claims asserted by, and debts in favor of, persons or entities who furnish labor, material, services, fixtures or equipment applied to or utilized in the performance of the Work. Contractor shall prevent the recordation of any claim of lien upon the Project and the garnishment or attachment of funds held by Contractor or others by promptly satisfying all claims and debts in connection with the Work which are or may be asserted against the Project, Owner or Contractor. In addition, Contractor shall use all possible means to cause (a) the release of all claims for payment and (b) the dismissal of all suits against the Project, Owner or Contractor, which have arisen as a result of the performance of the Work or other activities or obligations of Contractor under this Agreement. Contractor shall deliver to Owner acceptable proof of such release or dismissal within five (5) days after Owner's written demand. If Contractor fails to obtain release or dismissal within five (5) days after demand, then in addition to other remedies, Owner shall have the right (but not the obligation) to use reasonable means to cause said claim or lien to be paid, rescinded, discharged, compromised, dismissed or removed including, without limitation, posting of a bond to cause the removal of such lien. Upon Owner's demand, Contractor shall promptly reimburse all costs incurred by Owner in paying or discharging such lien and/or claim including, without limitation, attorneys' fees and bond premiums, which payment shall not be reimbursable to Contractor or increase the Contract Price.

15. Insurance.

a. Contractor and its subcontractors shall obtain and maintain, at their sole cost and expense, during the entire term of this Agreement, Colorado statutory workers' compensation insurance coverage, comprehensive commercial general liability insurance coverage, and commercial automobile liability insurance coverage in the minimum amounts set forth in **Exhibit D** attached hereto and incorporated herein by this reference. Contractor shall supply Owner with complying certificates of insurance and copies of insurance policies prior to commencing any Work. Contractor and its subcontractors shall maintain the required insurance coverage throughout the term of this Agreement. A waiver of subrogation and rights of recovery against the Owner, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Owner and its respective managers, members, officers, directors, partners and employees, as additional insured. All coverage provided pursuant to this Paragraph shall be written as primary policies, not contributing with and not supplemental to any coverage that the Owner may carry, and any insurance maintained by the Owner shall be considered excess. The Owner shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein.

b. Any such policy of insurance obtained to comply with this section shall provide that Owner shall receive thirty (30) days written notice prior to the cancellation of any such policy. Contractor shall also provide the Owner with thirty (30) days written notice prior to the material modification of such policy. Contractor's failure to purchase and maintain the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase or maintaining of the required insurance serve to limit Contractor's liability under any provision herein. Contractor shall be responsible for the payment of any deductibles on issued policies.

c. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of or in connection with the Work hereunder which result in injuries or property damage, giving full details and statements of witnesses. In addition, if any claim is made by a third person against the Contractor on account of any accident resulting or alleged to have resulted out of the performance of the Work, the Contractor shall immediately notify the Owner in writing.

16. Indemnification.

a. All Work done at the Project site, or in preparing, storing, or delivering materials, tools, equipment or any other type of personal property, or in providing services for the Project, or any or all of them, to or for the Project, shall be at the sole risk of Contractor. Contractor shall, to the fullest extent permitted by law, defend all claims through legal counsel acceptable to Owner, and indemnify and hold harmless Owner and its directors, officers, contractors, employees, agents, representatives and consultants, and all of their respective successors and assigns, (collectively, the "Indemnitees") from and against any fines, penalties, losses, liabilities, damages, injuries, claims, demands, lawsuits, actions, expenses (including actual attorneys' fees) and costs (collectively, "Claims") whether incurred or made by any Indemnitees or any third person, arising from or related to performance of any or all Work which is covered by or incidental to this Agreement, including without limitation, (A) any defect in workmanship or materials included in the Work or other Work performed by or on behalf of Contractor, or Contractor's employees, agents, subcontractors, suppliers, and any other persons present on the Project under Contractor's supervision or control (collectively, "Contractor's Representatives" or individually a "Contractor Representative") or any surveys, specifications or designs completed by or at the request of Contractor or any of Contractor's Representatives and utilized in the Work, (B) any death or bodily injury to persons or damage to property involving Contractor or any of Contractor's Representatives on the Project site or relating to the Project, and (C) any (i) use or misuse by Contractor or any of Contractor's Representatives of the Project site, the improvements thereon or any part thereof, (ii) negligent act or failure to act, or any act which constitutes willful misconduct, by Contractor or any of Contractor's Representatives, or (iii) violation or alleged violation by Contractor or any of Contractor's Representatives of any law, ordinance, code, or regulation now or hereinafter enacted. Contractor shall not be responsible to indemnify Owner or any Indemnitee for the portion, if any, of any Claim found by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of such Indemnitee. As applicable, the indemnification provisions of this Agreement are to be interpreted as compliant with the full scope of indemnification of Contractor allowed by § 13-21-111.5, C.R.S., and to the extent necessary shall be deemed modified by the Parties as needed to comply.

b. Such indemnity is intended to apply during the period of this Agreement and its performance, and shall survive the expiration or termination of this Agreement until such later time as action on account of any matter covered by such indemnity is barred by any applicable statute of limitations, or such date as any claim or action for which indemnification may be claimed is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by Contractor, and Owner or the applicable Indemnitee is reimbursed by Contractor for any amounts paid in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including actual attorneys' fees.

c. Contractor hereby agrees to indemnify, defend and hold the Project, Owner and Owner's Indemnitees harmless from and against any and all liens and charges of every type, nature, kind or description, for which Contractor has received payment, which may at any time be filed or claimed against the Project, or any portion thereof, or the improvements situated thereon as a consequence, direct or indirect, of any act or omission of Contractor or its agents, servants, employees, suppliers, subcontractors, and all costs, including attorneys' fees, incurred as a result of the claim of any such lien.

17. Compliance with Laws and Contractor's Safety Regulations. Contractor shall, at its own expense, protect its employees and all other persons on or about the Project site from risk of death, injury or bodily harm arising out of or in any way related to the Work or the acts or omissions of Contractor and all of Contractor's Representatives. Contractor shall fully comply with all laws, ordinances, orders, codes, citations, rules, regulations, and standards concerning occupational health and safety, accident prevention, safety equipment and OSHA regulations. Contractor shall conduct inspections to ensure that safe working conditions and all necessary or appropriate safety equipment exist at the Project site, and accepts sole responsibility for providing a safe place to work for its employees and for the employees of its subcontractors and suppliers. Contractor shall indemnify, protect, defend and hold Owner and its Indemnitees harmless from any liabilities, losses, costs, damages or expenses, including attorneys' fees and costs, which such parties may incur as a result of any claims, causes of action, citations or work stoppages arising out of or in any way related to the alleged violation by Contractor or any Contractor Representative, of any such safety law, ordinance, order, code, citation, rule, regulation, or standard.

18. Default. Owner may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement; (ii) performance of the Work is being delayed unnecessarily or Contractor is executing its responsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified in the Contract Documents; (iv) work to be performed by Contractor is assigned without Owner's consent; (v) Contractor is insolvent or files for bankruptcy; (vi) Contractor makes a general assignment of assets for the benefit of creditors; (vii) a receiver is appointed for Contractor; or (viii) other serious and reasonable cause exists which jeopardizes completion of the Work. If Contractor does not remedy or otherwise correct the grounds for default within such period of time as specified by Owner, Owner may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project. Owner, in its discretion, may complete the Work, or may request the surety of

Contractor to complete the Work, or may contract with others to complete the Work at the expense of Contractor and its surety. Any reasonable increase in costs over the Contract Price and any special damages incurred by Owner as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety. Any monies due the Contractor based on work satisfactorily performed through the date of termination that were not otherwise expended in completing the Work shall be paid to the Contractor after all Work is completed.

19. Storm Water Compliance. Contractor shall comply with all applicable laws and regulations regarding storm water mitigation. Contractor shall implement the Best Management Practices ("BMPs") for any Work that it performs on the Project. Owner shall be entitled to recover from Contractor all fines, fees, expenses and other penalties assessed by any governmental body because of Contractor's alleged violations of a permit or its obligations under this Agreement.

20. Contractor's Warranty.

The Contractor shall and does by this Agreement guarantee and warrant that all Work furnished, installed, or performed will be of good quality and new, unless otherwise required or permitted by the Agreement. The Contractor further warrants that the Work will conform to all requirements of the 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 Owner, 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 the Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to the Agreement at its sole expense to the reasonable satisfaction of the Owner. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Owner, 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 Owner shall, at the request of the Owner, 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 Section 6 of this Agreement and shall not be billed separately to the Owner. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth Section 6 of this Agreement, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Owner 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 Owner, unless otherwise agreed to by the Owner.

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

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

21. Contractor Records. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Owner under all circumstances, upon payment to the Contractor of the invoices representing the Work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments involved in the Work, shall make them available for the Owner's use, and shall provide such copies to the Owner upon request. Upon request of Owner, Contractor shall supply Owner with a list of the names, addresses and telephone numbers of all persons providing materials, labor or services to the Project on behalf of Contractor.

22. Termination. Owner may terminate this Agreement at any time, with or without cause, by giving Contractor not less than fifteen (15) days' prior written notice of its election to terminate. In addition, Owner may terminate this Agreement upon seventy-two (72) hours prior written notice: (i) for just cause; or, (ii) in the event of a sale, condemnation or destruction of all or any portion of the Project. Termination shall not affect Contractor's right to fees earned for that portion of the Work performed through the effective date of termination, which shall be paid in the ordinary course of business. In the absence of any contrary instructions, Contractor shall place no further orders or subcontracts, terminate all orders and subcontracts to the extent they relate to terminated Work, and stop work on the date and to the extent specified in the notice. Contractor shall cooperate with Owner to transfer all of Contractor's rights and interests in any orders, subcontracts, or work, as directed by Owner. Owner may also terminate this Agreement to the extent permitted or required by § 8-17.5-101, *et seq.*, C.R.S., without liability to Owner.

23. Right of Offset and Damages. If Contractor breaches any covenant or obligation of this Agreement, in addition to other remedies: (i) Owner shall be entitled to offset and deduct any costs, expenses or damages incurred by Owner as a result of such breach, including liquidated damages against any amounts otherwise due to Contractor hereunder; and, (ii) should Contractor fail to commence and diligently pursue the cure of its breach and the correction of all deficiencies

in its performance within seventy-two (72) hours of written demand from Owner, Owner shall be entitled to complete any portion of the Work not fully completed or correct any portion of the Work not conforming to this Agreement, using its own forces or other contractors, and shall be entitled recover from Contractor through backcharges or otherwise the entire cost thereof, together with Contractor's reasonable overhead and profit.

24. Assignment. Contractor shall not assign or transfer this Agreement or any obligation imposed by this Agreement. Contractor shall subcontract only with subcontractors approved by Owner. Contractor shall not assign, anticipate, or hypothecate Contractor's right to payment under this Agreement to any other person. Any attempted assignment shall be void and of no effect.

25. Cooperation. Owner reserves the right to enter into contracts and agreements for other work at the Project and Contractor agrees to cooperate and coordinate with all other contractors.

26. Compliance with Laws. Contractor shall at all times use due care in the performance of the Work on the Project and fulfillment of its obligations under this Agreement, and shall observe and adhere to all applicable laws, rules, regulations and ordinances promulgated by Owner from time to time and by any regulatory bodies having jurisdiction over the Project including, without limitation, obtaining required permits, inspections and approvals, and compliance with all requirements relating to hazardous materials.

27. Protection of Project. Contractor shall be responsible for protecting finished Work, Work in progress, materials, equipment and supplies, whether the property of Owner, Contractor, or supplied by Contractor or Owner, from harm, loss, injury, and/or damages from any cause whatsoever, until final acceptance of the Work, or termination of this Agreement, whichever shall occur first.

28. Licenses and Permits. Contractor represents and warrants that Contractor has obtained all licenses and permits required by law to provide and complete the Work.

29. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Project 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 Owner's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Owner shall continue to pay for the Work performed under this Agreement until and unless this Agreement is otherwise terminated. In the event of any litigation between the Owner and the Contractor to enforce any provision of this Agreement or any right of either party hereto, the parties agree that the court shall award costs and expenses to the prevailing party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each party shall pay its own costs and fees for litigation. At the Owner's request, the Contractor will consent to being joined in litigation between the Owner 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 Work 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 Owner to furnish timely information or to approve or disapprove of Contractor's Work in a timely manner.

30. No Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

31. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. 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. Entire Agreement. This Agreement, its exhibits and matters incorporated by reference, together with all applicable law, constitutes the entire agreement between the Parties hereto with respect to the matters covered thereby and supersedes all prior negotiations, representations and agreements with respect to the matters covered in this Agreement. This Agreement may only be modified or amended by a document executed by all Parties hereto.

33. Notices. All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Paragraph, or (c) sent by confirmed facsimile transmission, PDF or email. Notices shall be deemed given either one (1) business day after delivery to the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

To the Town: Town of Timnath
 Attn: Town Manager
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

With copy to: Town Attorney

 4750 Signal Tree Drive
 Timnath, CO 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

Contractor: Precision Pavement Marking Co
3817 Goodell Lane
Fort Collins, CO 80526
Attention: Chris Jacomet
(phone) 970-310-1223
(Email) Chris@ppmhub.com

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

35. 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.

36. 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.

37. 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 (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated herein 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 herein.

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

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

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

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

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

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation 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 the Agreement pursuant to §8-17.5-102, C.R.S., Owner may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.

38. Subject To Annual Appropriation and Budget. Owner 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 Owner hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that Owner's obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by Owner, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Owner 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 Owner funds. Owner'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.

39. Tax Exempt Status. The Owner is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Owner is exempt shall not be included in any invoices

submitted to the Owner. The Owner 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 the materials tax free. Pursuant to § 39-26-114(1)(a)(XIX)(A), C.R.S., 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.

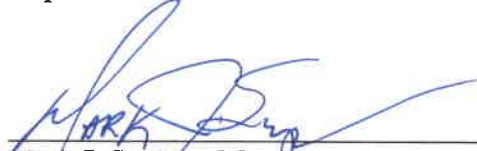
40. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

[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.

OWNER:

THE TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:


F44B3963E0D949F...
Carolyn Steff, Special Counsel to Town

CONTRACTOR:

Precision Pavement Marking Co



Printed Name: CHRIS JACOMET

Title: PRESIDENT

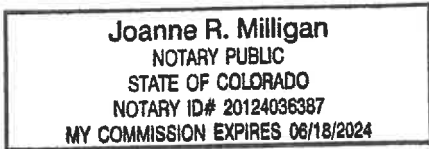
STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

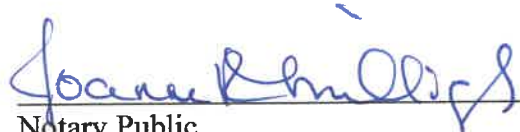
The foregoing instrument was acknowledged before me this 3 day of November 2022, by Chris Jacomet, as the President of Precision Pavement Marking

WITNESS my hand and official seal.

My commission expires: 6/18/24.

(S E A L)




Notary Public

Contractor's Signature Page to Contractor Agreement for Annual Road Restriping, dated September 20, 2022

LIST OF EXHIBITS

- Exhibit A** - Unit Prices for Work
- Exhibit B** - Plans and Specifications – (Not Used)
- Exhibit C** - General Conditions
- Exhibit D** - Insurance Requirements

EXHIBIT A
2022 Contractor's Price List

Precision Pavement Marking Co
 PO BOX 270990
 Fort Collins, CO 80527
 970-310-1223
 Chris@ppmhub.com

Proposal



ADDRESS

Town Of Timnath

PROPOSAL #	DATE
2734	11/03/2022

PROJECT NAME

2022 Pricing

ACTIVITY	QTY	RATE	AMOUNT
Single solid 4" yellow (per lin ft)	1	0.17	0.17
Double 4" yellow (per lin ft)	1	0.41	0.41
Skip 4" yellow (per lin ft)	1	0.07	0.07
Solid 4" white (per lin ft)	1	0.17	0.17
Skip 4" white (per lin ft)	1	0.07	0.07
Dash 4" white (per lin ft)	1	0.07	0.07
Dash 8" white (per lin ft)	1	0.14	0.14
Solid 8" white (per lin ft)	1	0.40	0.40
Thermoplastic Stop Bar (per lin ft)	1	15.68	15.68
Thermoplastic Crosswalk bar	1	188.16	188.16
Thermoplastic Turn Arrows	1	325.00	325.00
Thermoplastic Bike Lane Symbol	1	365.00	365.00
Traffic control for each intersection for thermo replace	1	1,000.00	1,000.00

TOTAL

\$1,895.34

Accepted By

Accepted Date

**EXHIBIT B
PLANS AND SPECIFICATION**

(Not Used)

EXHIBIT C GENERAL CONDITIONS

1. INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one (1) shall be as binding as if required by all.

2. EXECUTION OF CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

4. UNFORESEEN SITE CONDITIONS

Contractor shall promptly notify Owner in writing of any latent physical conditions differing materially from those indicated or referred to in the Contract Documents which could not have been discovered upon a reasonable inspection of the site, or conditions of an unusual nature which differ materially from those ordinarily found to exist and recognized in an area such as the site. Promptly thereafter, Owner shall obtain the necessary additional investigations and tests and furnish copies to Contractor. If Owner finds that the results of such investigations or tests indicate that there are latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

5. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

6. WARRANTY

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

7. TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

8. PERMITS AND FEES

The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9. NOTICES

The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

10. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

11. CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

12. CLEANING UP

The Contractor shall perform daily clean up to keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

13. TITLE

The Contractor warrants that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

14. CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one (1) year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

15. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. If the Owner requires additional testing, the contractor shall perform these tests.

EXHIBIT D INSURANCE REQUIREMENTS

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability. Such insurance will include coverage for contractual liability, personal injury and broad form 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. Coverage shall also include a Primary Not Contributory Coverage endorsement attached to the policy as a separate endorsement, and a waiver of subrogation endorsement in favor of the Owner, its directors, officers and employees also attached to the policy as a separate endorsement.
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. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2022

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 FC- Welsh Insurance Agency Inc. 4033 Boardwalk Dr Ste 200 Fort Collins CO 80525	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">CONTACT NAME: Brandi Meis</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PHONE (A/C, No, Ext): (970) 207-4000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">FAX (A/C, No):</td> </tr> <tr> <td style="border-bottom: 1px solid black;">E-MAIL ADDRESS: brandi@wiainsurance.com</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : AUTO OWNERS INS CO</td> <td style="border-bottom: 1px solid black; text-align: center;">18988</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B : OWNERS INS CO</td> <td style="border-bottom: 1px solid black; text-align: center;">32700</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C : PINNACOL ASSUR</td> <td style="border-bottom: 1px solid black; text-align: center;">41190</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	CONTACT NAME: Brandi Meis	PHONE (A/C, No, Ext): (970) 207-4000	FAX (A/C, No):	E-MAIL ADDRESS: brandi@wiainsurance.com	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AUTO OWNERS INS CO	18988	INSURER B : OWNERS INS CO	32700	INSURER C : PINNACOL ASSUR	41190	INSURER D :		INSURER E :		INSURER F :	
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INSURED Precision Pavement Marking Inc 3817 Goodell Ln Fort Collins CO 80526-2922																			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	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 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> CLAIMS-MADE</td> <td style="border-bottom: 1px solid black;"><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> POLICY</td> <td style="border-bottom: 1px solid black;"><input checked="" type="checkbox"/> PRO-JECT</td> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> LOC</td> </tr> </table> OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	Y	Y	74601487	11/24/2021	11/24/2022	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">EACH OCCURRENCE</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 300,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">MED EXP (Any one person)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 10,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PERSONAL & ADV INJURY</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">GENERAL AGGREGATE</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 2,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRODUCTS - COMP/OP AGG</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 2,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> OWNED AUTOS ONLY</td> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> SCHEDULED AUTOS</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> HIRED AUTOS ONLY</td> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> </table>	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5360148700	11/24/2021	11/24/2022	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">COMBINED SINGLE LIMIT (Ea accident)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">BODILY INJURY (Per person)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> </tr> <tr> <td style="border-bottom: 1px solid black;">BODILY INJURY (Per accident)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PROPERTY DAMAGE (Per accident)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$					
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y	N/A	4174639	07/01/2022	07/01/2023	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><input checked="" type="checkbox"/> PER STATUTE</td> <td style="border-bottom: 1px solid black;"><input checked="" type="checkbox"/> OTH-ER</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">E.L. EACH ACCIDENT</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td style="border-bottom: 1px solid black;">E.L. DISEASE - POLICY LIMIT</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input checked="" type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PAVEMENT MARKING
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED UNDER BOTH THE GERNEAL LIABILITY AND BUSINESS AUTO. WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY, BUSINESS AUTO AND WORKERS COMP.

CERTIFICATE HOLDER TOWN OF TIMNATH 4800 GOODMAN ST TIMNATH CO 80547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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