

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 56, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH J-U-B ENGINEERS, INC
FOR THE CR 5 BRIDGE & WIDENING PROJECT**

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

WHEREAS, the Town completed an RFP solicitation for design services of the CR 5 Bridge & Widening Project and recommended award to J-U-B Engineers, Inc; and

WHEREAS, attached hereto as **Exhibit A** is the Independent Contractor Agreement for CR 5 Bridge & Widening Project Design Services between the Town and J-U-B Engineers, Inc, dated July 23, 2024; and

WHEREAS, the Town Council is familiar with the Independent Contractor Agreement and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.

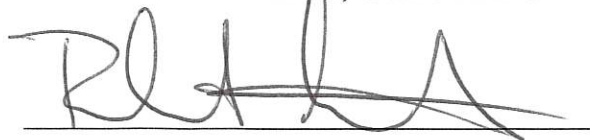
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required contract and expenditure of funds up to \$496,858 for phase 1, Alternatives Analysis, is hereby approved, authorized, and ratified to enter into a contract with J-U-B Engineers, Inc for CR 5 Bridge & Widening Project Design Services. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JULY 23, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor



ATTEST:



Milissa Peters-Garcia, CMC

Town Clerk

INDEPENDENT CONTRACTOR AGREEMENT

(CR5 Bridge & Widening Project Design Services)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 23th day of July, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and J-U-B Engineers, Inc, an Idaho 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 is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

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

WHEREAS, the Town has appropriated sufficient funds, which 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 Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of July 23, 2024 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2024 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 two (2) additional one (1) year terms 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 the date 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, not the Town, shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and the Contractor 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 professional 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 or 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. Subject to the standard of care described in paragraph 5a, 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. Subject to the standard of care described in paragraph 5a, 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.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the

Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the 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 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the 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 10th of each month may be processed the following month.

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. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. 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.

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 disclosure 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 Town of any conflicts of interest 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. Use or reuse of Contractor’s work for any purpose other than intended by this Agreement shall be at Town’s sole risk.

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 or verified statements of claim filed with the Town 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 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 to the extent arising directly out of the negligent acts, errors or omissions, 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 negligent 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 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 or adjacent 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 or any other 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, in proportion to the negligence attributable to the Contractor as determine by the trier of fact. 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 in proportion to the negligence attributable to the Contractor as determine by the trier of fact.

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 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 by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience 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 such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. 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 which is not timely cured, 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, unless the Town terminates the Agreement for convenience.

Contractor: J-U-B Engineers, Inc
Attn: Dan Tuttle
2809 East Harmony Road, Suite 300
Fort Collins, CO 80528
970-208-8508 (phone)

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 work is being performed. 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 related to the Work or this Agreement, 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 AND PRIORITY. 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. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

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. 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.

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

36. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all services will comply with the standard of care describe in paragraph 5a. Subject to that standard, the Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the 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.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of 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:
Aaron Adams
A7C88DDD439C4A6...

Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters Garcia
07A6AF3B02114D7...

Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steffl
F44B3963ECCD949F...

Carolyn R. Steffl, Town Attorney

Town's Signature Page to Independent Contractor Agreement for CR5 Bridge & Widening Project Design Services with the Town of Timnath and J-U-B Engineers, Inc, dated July 23, 2024

CONTRACTOR:

J-U-B ENGINEERS, INC, an Idaho Corporation

DocuSigned by:

01BC747C24A7441...

Printed Name: Dan Tuttle

Title: Area Manager

Contractor's Signature Page to Independent Contractor Agreement for CR5 Bridge & Widening Project Design Services with the Town of Timnath and J-U-B Engineers, Inc, dated July 23, 2024

EXHIBIT A

SCOPE OF SERVICES

The attached Specifications from the Design Services for the CR 5 Bridge and Widening Project Request for Proposals dated April 18, 2024 and the Scope of Services, Schedule, and Basis of Fee document dated July 2024 from Contractor to the Town shall constitute the Scope of Services.

4750 SIGNAL TREE
DR. TIMNATH, CO
(970) 224-3211
(970) 224-3217 – FAX

Town of Timnath

REQUEST FOR PROPOSALS SPECIFICATIONS

REQUEST FOR CLARIFICATIONS. The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.

I SCOPE OF WORK

The Town of Timnath Public Works Department is seeking proposals from qualified consulting firms to provide professional engineering design services for the CR 5 Bridge and Widening project. The project will include widening of CR 5 from Weitzel Street to Harmony Road including replacement or widening the existing bridge over the Cache La Poudre River and re-evaluation of the existing design plans from Harmony Road to Deer Park Avenue.

In alignment with the Transportation Master Plan, the project is intended to improve safety, traffic flow, and multimodal connectivity as the Town and Northern Colorado region continue to grow. The project includes completion of final design, permitting, preparation of construction plans, specifications and bid documents and construction phase services.

Background Information:

CR 5 is a critical north-south arterial connecting neighborhoods to Old Town and providing access to I-25 and Fort Collins via Prospect Road, Mulberry Street (CO 14), Harmony Road and Kechter Road. With the Timnath Parkway extension from Harmony Road to Buss Grove nearing completion, the Town needs to upgrade the connecting CR 5 corridor to the south.

The existing CR 5 bridge over Cache La Poudre was constructed in 1997 as a two-lane structure. Current average daily traffic is 7,600 vehicles per day, projected to increase to 18,500 by 2045. Portions of the CR 5 roadway south of the bridge are currently within the floodplain and floodway and can experience overtopping.

Additional background information can be found in the attached bridge inspection report. Other available documents including record drawings of the bridge over the Cache La Poudre, traffic impact analysis for CR 5 and Weitzel Street, and CR 5 and Harmony Road intersections and design plans for Timnath Parkway of the Harmony Road intersection north to Deer Park Avenue will be provided to the selected Consultant.

Currently the project is anticipated to be designed and constructed in phases as shown on Figure 1. Phase 1 begins at the north property line and continues to Deer Park Avenue. Phase 2 begins as Weitzel Street and continues to the north property line. Phases 1 and 2 will require alternative and preliminary design necessary for right of way acquisition and preparation of a CLOMR. Phase 1 will progress to final construction package. The complete design must be compatible with all federal permitting requirements and allow for current implementation of Phase 1 and a future implementation of Phase 2.

Project Overview:

The design project limits are from the north side of the Weitzel Street intersection to the tie in with the Timnath Parkway Project (under construction) at Deer Park Avenue as shown in Figure 1. The project includes bridge replacement and/or widening of the existing CR 5 bridge over the Cache La Poudre to accommodate a 4-lane arterial roadway section including bicycle and pedestrian accommodations, realignment of CR 5 to tie into Timnath Parkway and redesign of the Harmony Road intersection. Design plans have been prepared for the CR 5 and Harmony Road intersection north to Deer Park Avenue. The selected Consultant should re-evaluate and reuse the design plans to the greatest extent possible in order to identify if design updates or cost savings can be identified that would benefit the Town.

Design alternatives developed during the alternative analysis should consider hydraulic impacts throughout the entire corridor to balance initial cost and long-term maintenance. Alternatives should investigate hydraulic oversizing of the existing bridge or other innovative ways to pass the 100-year storm under CR 5.

The project is anticipated to use local funds; however, the Consultant should advise if there are available funding opportunities that would benefit the Town. All work must comply with local, state, and federal requirements, including FEMA floodplain development permitting (CLOMR/LOMR).



Figure 1 Project Location Map

Scope of Services:

The selected Consultant shall provide all professional design services necessary to complete the alternatives analysis, environmental clearances, public engagement, final engineering design, and preparation of construction plans, specifications and estimates (PS&E) and construction phase services.

Design criteria shall conform to the Larimer County Urban Area Street Standards (LCUASS), Town of Timnath Design Criteria Manual, and CDOT standards as applicable. All work shall be performed under the direction and supervision of a Licensed Professional Engineer, registered with the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors.

The following submittals are anticipated during the course of the project:

a) Alternatives Analysis:

The Consultant shall conduct an alternatives analysis for the corridor that evaluates up to three (3) viable and cost-effective design options for both the bridge and roadway, ensuring compliance with floodplain and permitting requirements. This analysis should include a structure selection report that assesses the structural feasibility of each option. The goal of the analysis should focus on the ability to meet Town specifications for arterial roadways; meet hydraulic permitting requirements; accommodate multi-modal needs, environmental impacts, and right of way; and detail initial and long-term costs.

b) Field Inspection Review (FIR)/ Preliminary Plans

Following the selection of an approved alternative, the Consultant shall prepare preliminary construction plans and preliminary engineer's opinion of cost.

c) Right of Way Plans

The Consultant should prepare all necessary legal descriptions and exhibits necessary to acquire and easements or right of way needed for the project.

d) Final Office Review (FOR) Plans, Specifications and Estimate:

The Final Office Review (FOR) is a final review of construction plans, specifications and cost estimates for completeness and accuracy. The Consultant shall deliver project Bidding Documents, Technical Specifications and Special Provisions and the final Engineer's Opinion of Cost estimate.

e) Final Sealed Construction Bid Documents (PS&E):

The Consultant shall prepare 100% construction documents, including plans, tabulation sheets of all construction quantities for the project, details, bidding documents, technical specifications, special provisions, cost estimates for a final review, and contract documents. It is anticipated that project will be split into separate construction packages. The first construction package is anticipated to be for the Phase 1 limits including the Cache La Poudre bridge, Harmony Road intersection with CR 5 and Timnath Parkway improvements to Deer Park Avenue.

Submittals may be required in printed and/or electronic formats as required by the Town. Electronic submissions must be in a format compatible with Town standards.

At a minimum, the following services are anticipated with the accompanying assumptions to complete the project:

- f) Project Management & Coordination: The Consultant shall provide overall project management, coordination with the Town and other agencies, supervision of sub-consultants, and quality control/quality assurance. The Consultant should hold regular biweekly progress meetings with the Town and provide monthly status reports. Specific meetings will include:

- Project Kickoff Meeting
 - Alternatives Analysis/Structure Selection Report Review Meeting
 - FIR (30%) Review Meeting
 - FOR (90%) Review Meeting
- g) Surveying and Right of Way: The Consultant shall prepare a full and detailed topographic survey, including but not limited to utility locates, street striping, traffic signs and signals, drainage structures, landscaping, private property/business accesses, right-of-way and easement lines, and other information as necessary to complete design
- h) Subsurface Utility Engineering (SUE) and Utility Coordination: The Consultant shall locate utilities per Senate Bill 18-167, pothole utilities to verify location and depth for potential conflicts, coordinate with utility owners to determine existing locations and any required relocations, prepare subsurface utility engineering plans (minimum Quality Level B in project area and QL A in critically impacted areas). The Consultant shall coordinate with utility owners and show proposed relocations and modifications on the construction plans.
The Consultant shall work to minimize impacts to utility lines within the project limits.
- i) Environmental Assessment and Permitting: The Consultant shall prepare an Environmental Assessment and obtain all required local, state and federal permits, including U.S. Army Corps of Engineers Section 404, and local floodplain development permits.
- j) Geotechnical Investigation: The Consultant shall conduct all necessary geotechnical investigations, prepare a geotechnical report, and provide pavement design.
- k) Hydraulic Analysis, Floodplain Modeling and Permitting: Hydraulic modeling should evaluate the 100-year storm and more frequent events as required by FEMA and the local floodplain regulations. A floodplain map revision (CLOMR/LOMR) will likely be required. The Consultant shall provide a hydraulic design analysis and report in conjunction with the bridge design, roadway, and proposed floodplain grading modifications in accordance with appropriate local, state and federal guidelines. Hydraulic models (HEC-RAS) of the selected alternative shall be prepared to compare the existing and proposed condition with the historic condition floodplain models.
- l) Traffic Analysis: The Consultant shall use the existing Traffic Impact Analysis prepared July 2021 to confirm intersection types and storage lengths at CR 5 with Harmony Road and Weitzel Street.
- m) Roadway and Intersection Design: The Consultant shall use the 4-lane arterial roadway section per LCUASS standards with multimodal accommodations to evaluate raising the roadway to meet current floodplain standards per Town standards and LCUASS. It is anticipated that the corridor ultimately be designed to pass the 100-year storm in both the Phase 1 and Phase 2 limits.
At the CR 5 and Weitzel Street intersection, the selected consultant shall coordinate with the adjacent design project on CR 5 from Ketcher Road to Weitzel Street to ensure the ultimate and interim design sections tie in.
Additionally, the Consultant shall assist in coordination with the adjacent development projects throughout the course of the project and assist the Town in preparing cost estimates for the project as needed
- n) Structures: The corridor shall be designed to pass the 100-year storm. The bridge should be of sufficient width to accommodate the LCUASS 4-lane arterial roadway section with pedestrian and multimodal accommodations. Oversizing the bridge should be evaluated in the alternatives analysis to balance the flows in the rest of the corridor.
- o) Drainage and Erosion Control: The Consultant shall provide a preliminary and a final drainage and erosion control report, including design of any stormwater infrastructure needed to meet the Town stormwater criteria and to address any proposed modifications to existing infrastructure.

- p) Public Involvement: The Consultant shall prepare a public involvement plan and assist the Town with public outreach through a variety of methods and media. This may include:
- Preparation, assistance, and attendance at a minimum of one public open house.
 - Preparation of graphics, renderings, and poster boards suitable for public presentations, newsletters, and/or web pages.
- q) Right of Way Acquisition: The Consultant shall identify any required easement and/or right-of-way acquisitions and prepare all necessary legal descriptions and exhibits in order to prepare right-of-way plans. It is anticipated the Consultant will help the Town with Right of Way Acquisition.
- r) Bidding Assistance: The Consultant shall work with Town staff to assemble front-end bid documents. These documents shall be included with the project specifications and construction drawings prepared during the design phase. The Consultant shall attend one (1) pre-bid meeting.
- s) Construction Phase Services: Construction phase project management and review services are expected to be performed by the Consultant, pursuant to a separate scope of work to be negotiated at a later date and are not part of this task. However, as a part of this proposal the Consultant should identify who will lead construction phase project management and review services for the project including construction management, testing, reviewing submittals, and other tasks as necessary.

Schedule:

The anticipated schedule shown below is approximate only; many milestones have yet to be determined. The Consultant should recommend if this schedule can be accelerated.

- Notice to Proceed - July 2024
- Alternatives Analysis – September 2024
- FIR – Q3 2024
- FOR – Q2 2025
- Final Sealed Construction Bid Documents (PS&E) – Q3 2025
- Start Construction – Q1 2026

II PROPOSAL CONTENT

Proposals should be clear, concise, not exceed 20 pages single sided (excluding the town cover page and appendices), and formatted to a standard page size of 8.5"x11". 11" x 17" pages may be used appropriately for maps or figures and count as 1 page. The minimum font size should be 11 pt. Proposals should include, at a minimum, the following information:

- 1) Town of Timnath RFP Cover Sheet: A Cover Sheet shall be included, completed with all requested information and signed by an authorized signatory. Failure to include the Cover Sheet to these specifications will result in the proposal being considered non-responsive.
- 2) Cover Letter: A cover letter expressing interest in the project and highlighting the firm's unique qualifications should be included. The cover letter shall include a statement acknowledging receipt of any addenda issued by the Town, list any conflicts of interest, and should be signed by an officer of the firm with contracting authority.
- 3) Project Team and Organization: An introduction to the project team and an organizational chart showing the prime consultant, subconsultants, and key personnel should be included. The introduction should include summarized resumes for each key team member, describing their total years of experience, years at the firm, education, registrations, certifications, relevant experience, and proposed role on the project.
- 4) Relevant Project Experience: A minimum of three (3) similar projects the team has completed that are relevant to this RFP should be included. For each project, include the following information:
 - Project name and location
 - Client name and reference contact (email and phone)
 - Year completed
 - Project description
 - Consulting fees and construction cost (if applicable)
 - Key personnel involved and their role
 - If the project was completed on time and within budget
- 5) Project Approach: A description of the team's understanding of the project and specific approach to delivering the scope of work. The approach should identify and discuss any potential challenges, opportunities for cost or schedule savings, or additional design considerations. Additionally, the approach should highlight the unique capabilities and value added by the team, project management strategy and describe familiarity with the Town standards and project area.
- 6) Project Schedule: A detailed project schedule with key milestones and deliverable dates should be included. The schedule should be provided in Gantt chart format. A notice-to-proceed date of July 17, 2024 should be assumed.
- 7) Appendix:
 - A confirmation of the firm's agreement with the Town's standard Independent Contractor Agreement. If requesting modifications to the standard Agreement, the requested modification should be included for the Town's consideration.
 - Three (3) letters of reference for similar projects and/or clients

III SELECTION PROCESS

The proposals will be evaluated using the following general criteria with a maximum of 100 points available. Consultants will be evaluated based on the technical proposal and qualifications. The committee will review and score the proposals to develop a shortlist of the top-ranked firms.

Selection criteria and relative weights are as follows:

- Project Approach (35 points)
Proposals should demonstrate a thorough understanding of the project goals, key issues and constraints. The Consultant's approach should include innovative ideas that could provide cost or schedule savings, address project risks, and provide assurance of a high-quality design that meets all standards and requirements.
- Familiarity with the local area and the project (25 Points)
The Consultant should be knowledgeable of the project area, site conditions, and Town standards and specifications. Established relationships with local agencies and an understanding of the Cache La Poudre floodplain will be beneficial.
- Relevant Project Experience (20 points)
The Consultant should provide examples of successful completion of similar bridge and roadway projects, particularly those in Colorado. Relevant experience should include alternative analysis, complex hydraulic and floodplain modeling, environmental permitting, and construction phasing in high-traffic areas.
- Team Qualifications (15 points)
The proposed team should demonstrate strong qualifications and experience in the key disciplines required for the project, including project management, roadway, bridge, hydraulics, environmental, geotechnical and traffic engineering. Key personnel should have appropriate licensure and availability to complete the work on schedule.
- Overall Clarity, Quality and Responsiveness of Proposal (5 points)
Proposals should be well-organized, clear, concise, and responsive to the RFP requirements. Creativity in the approach and use of graphic exhibits to convey information is encouraged.

At the Town's discretion, the shortlisted firms may be invited to participate in oral interviews. The Town prefers interviews to be held in person at the Timnath Town Center.

Interview Scoring: If the shortlisted firms are selected for oral interviews, proposals and interview content will be reevaluated and rescored using the above selection criteria following the interviews. The final evaluation will be based on the Consultant's written proposal, interview (if conducted), and any supplemental information requested.

Final Selection: The top-ranked firm will be selected based on final scores, including the interview if applicable. Once a top-ranked firm is selected, the Town will enter into fee and scope negotiations with the selected Consultant. If the Town and Consultant are able to reach a mutual agreement for a fair and reasonable price, the firm will be selected for recommended award. If the Town and Consultant are not able to reach agreement for a fair and reasonable price, the Town will formally terminate negotiations and will undertake negotiations with the second ranked firm, and so on. The final scope and fee will be incorporated into the Independent Contractor Agreement.

Contract Award: A Notice of Intent to Award will be sent to the selected firm after negotiations and final selection.



J-U-B ENGINEERS, INC.

J-U-B Engineers, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

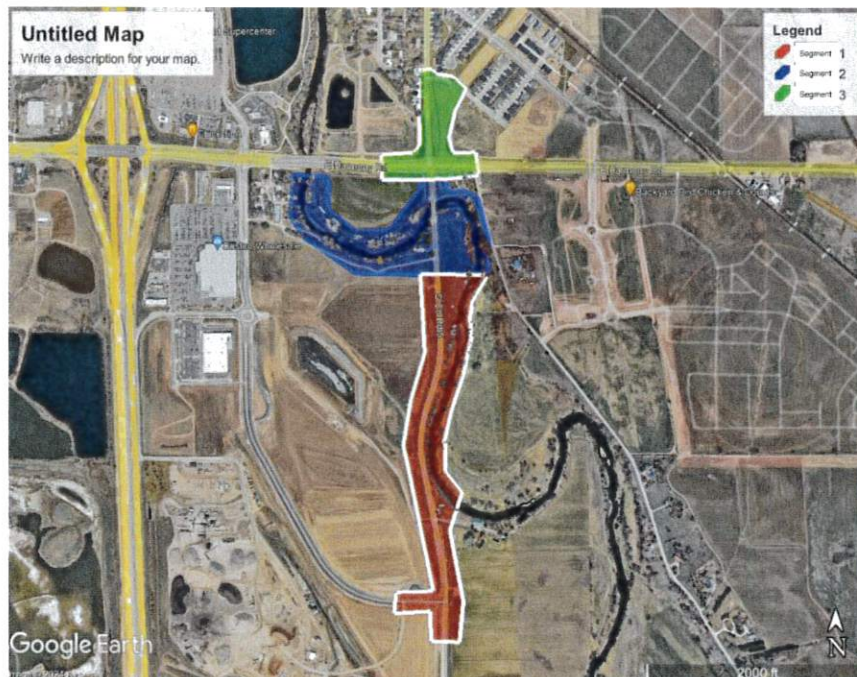
FOR
County Road 5 (CR 5) Bridge and Widening Project
Town of Timnath Project # TBD
Timnath, CO

Scope of Services, Schedule, and Basis of Fee
July 2024

PROJECT UNDERSTANDING

The Town of Timnath selected J-U-B Engineers, Inc. (J-U-B) to provide professional services for the design of CR 5 from Weitzel Street to Deer Park Avenue. The project consists of designing a 4-lane arterial roadway section following Larimer County Urban Area Street Standards (LCUASS, Loveland). This involves evaluating different alternatives for how the floodplain, roadway and existing bridge interact with one another. While the town intends to proceed to final design with the project, this initial scope of work will only focus on the alternative analysis phase to help better define the ultimate roadway, floodplain, and bridge improvements. The alternative analysis phase will focus on different options to help guide the town through the decision-making process. The J-U-B team will look at options to keep the roadway entirely out of the 100-year event as well as options that help mitigate roadway overtopping. Our team will evaluate the existing bridge over the Cache La Poudre to determine if it can be widened to accommodate a 4-lane section or if it's in the town's best interest to remove and replace. Additionally, our team will do initial field work which includes traffic counts and analysis, topographic survey, SUE (Quality level B), environmental analysis, conceptual design, public outreach and cost estimating analysis. Refer to the scope items below for additional information.

The town has an agreement with the Ladera Business Improvement District (BID) and thus requested the scope to be split accordingly. The figure below depicts the project segments, which aligns with the associate scope and fee.



The following table summarizes the design costs for the alternative analysis Segment and the proposed cost splits between the town and BID. Additional information and breakdown of all costs are included within this scope and fee document.

Proposed Design Cost Summary						
		Total	Developer Share		Town Share	
All Segments	Task 1 - Project Management	\$42,731.00	33.33%	\$14,244	66.67%	\$28,487
	Subtotal	\$42,731.00		\$14,244		\$28,487
Segment 1 - Weitzel to North Ladera Property Line	Task 1 - Project Management	\$10,404.00	100%	\$10,404.00	0%	\$0.00
	Task 2 - Data Collection	\$47,745.00	100%	\$47,745.00	0%	\$0.00
	Task 3 - Alternative Analysis	\$98,928.00	100%	\$98,928.00	0%	\$0.00
	Task 4 - Conceptual Design	\$27,554.00	100%	\$27,554.00	0%	\$0.00
	Subtotal	\$184,631.00		\$184,631		\$0.00
Segment 2 - North Ladera Property Line to North End of Bridge	Task 1 - Project Management	\$10,404.00	5%	\$520.20	95%	\$9,883.80
	Task 2 - Data Collection	\$39,674.00	5%	\$1,983.70	95%	\$37,690.30
	Task 3 - Alternative Analysis*	\$53,817.00	5%	\$2,690.85	95%	\$51,126.15
		\$53,817.00	25%	\$13,454.25	75%	\$40,362.75
	Task 4 - Conceptual Design*	\$10,432.00	5%	\$521.60	95%	\$9,910.40
		\$10,432.00	25%	\$2,608.00	75%	\$7,824.00
Subtotal	\$178,576.00		\$21,779		\$156,797	
Segment 3 - North End of Bridge to Deer Park Ave	Task 1 - Project Management	\$10,404.00	0%	\$0.00	100%	\$10,404.00
	Task 2 - Data Collection	\$18,280.00	0%	\$0.00	100%	\$18,280.00
	Task 3 - Alternative Analysis	\$34,682.00	0%	\$0.00	100%	\$34,682.00
	Task 4 - Conceptual Design	\$27,554.00	0%	\$0.00	100%	\$27,554.00
	Subtotal	\$90,920.00		\$0.00		\$90,920.00
	Project Total	\$496,858.00		\$220,653		\$276,204

*Note: It is assumed that 1/2 of the effort for Segment 2 Task 3 and 4 will be for investigation of "Bridge Expansion" options.

PROJECT STANDARDS, GUIDELINES AND SPECIFICATIONS:

The following is a list of technical references applicable to the work and are the basis for design criteria, details and specifications for the project. The Consultant will be responsible for complying with the current editions of the listed reference documents as of the Notice to Proceed date. The Consultant should anticipate regular updates to the reference documents over the course of the design schedule. Major design revisions due to newly issued design guide revisions will be reviewed and approved by the Town’s project manager as additional work.

- Town of Timnath Design Criteria Manual
- AASHTO Roadside Design Guide (“Green Book”)
- Manual on Uniform Traffic Control Devices (MUTCD)
- Public Right-of-Way Accessibility Guidelines (PROWAG)
- Larimer County Urban Area Street Standards (LCUASS, Loveland)
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M & S Standard Plans

PART 1 – SCOPE OF SERVICES (through Construction Drawings)

- A. **Basic Services** – J-U-B’s Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent Segments or related work to the scope of services upon mutual agreement of scope, fees, and schedule. The following abbreviations are used in this scope:

J-U-B – J-U-B Engineers, Inc.

Town – Town of Timnath

King – King Surveyors

Next Phase – Next Phase Engineering

ACE – Anderson Consulting Engineers

SurvWest – SurvWest, LLC

ALL SEGMENTS

TASK 1 - PROJECT MANAGEMENT

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
1.	Kickoff Meeting	
	The kick-off meeting will be attended by the following J-U-B team members: project manager, deputy project manager, environmental specialist, structure engineer, and a project engineer. In addition, it is anticipated that sub-consultant team leads will attend the kick-off meeting. J-U-B will prepare an agenda and meeting minutes.	Meeting Agenda & Minutes
2.	Monthly Progress Reports & Invoicing (Assuming 8)	
	J-U-B’s project manager will prepare monthly progress reports that will be submitted with the invoice.	Progress Report & Invoice
3.	Public Open House	
	J-U-B will organize and facilitate one public open house. Mailers and exhibits will be prepared for the event. J-U-B’s project manager and project engineer will run the open house with assistance from the Town. Comments will be compiled and provided in a word/excel document.	Project Exhibits, Open House comments document
4.	Website Assistance	
	J-U-B will provide the town with content related to the project design. It is assumed that the town will manage the website and will only require content and graphics to include on the website.	Content and Graphics
5.	Develop project mailers, printing and mailing	
	J-U-B will prepare project cards that will provide details about the project that can be printed and mailed to the public. J-U-B will create the mailer, print and mail. It is assumed the town will provide the names and addresses of the residents to which it will be mailed to.	Project Mailer
6.	Explore Funding Opportunities	
	J-U-B’s funding group will explore different local, state and federal grant opportunities that might be a good fit for this project. This will all be summarized in a Strategic Funding Plan (SFP) for the town.	Strategic Funding Plan
7.	Presentation to town on Alternatives	
	J-U-B will present the findings of our alternative analysis to the town and to the Town Council in a possible work session. This will be an in-person meeting with the staff where our team will present the summary of findings memo. JUB will	N/A

Scope Task	Scope of Services	Deliverables
	also attend a Town Council meeting and create a presentation which will explain the alternative analysis approach and the selected concept.	

SEGMENT 1 – Weitzel Street to North Ladera Property Line

TASK 1 - Project Management

Scope Task	Scope of Services	Deliverables
8.	Design Meetings	
	Periodic progress meetings will be attended by the J-U-B project manager and/or project engineer and other key staff members as needed. These meetings may be a combination of phone conference meetings or in-person meetings, as requested by the town. It is anticipated that meetings will be held bi-weekly. Subconsultants will attend as required. J-U-B will prepare an agenda and meeting minutes.	Meeting Agenda & Minutes
9.	Management & Administration	
	This item includes general coordination efforts by J-U-B’s project manager. Scheduling and resource loading are included in this item. Coordination with sub-consultants is included in this task. Coordination with other stakeholders will be included in this item.	N/A

TASK 2 – Data Collection

Scope Task	Scope of Services	Deliverables
10.	Review & Research existing studies, reports, etc.	
	J-U-B will review gather and review existing studies and reports for this corridor. In addition, our team will review any existing structure reports, drainage reports, utility information, property information, etc. This knowledge will provide our team with an understanding of the history of the corridor. Any existing and relevant information will be extracted and used in the proposed design.	N/A
11.	Topographic Survey	
	J-U-B will coordinate survey limits with King and answer any questions that arise. J-U-B will format the topographic survey into J-U-B standard linetypes and symbols. Property/Road Right-of-way/Base Map (Based on deeds, plats and/or Title Commitments) will be included. Refer to King’s scope & fee for additional information.	Topographic Survey in AutoCAD Civil 3D
12.	Subsurface Utility Engineering	
	SurvWest will investigate utilities within the project area to adhere to the new state subsurface utility law (SB18-167). At this Segment of the project, it is anticipated that no quality level A will be included and will be included in a separate scope of work. Refer to SurvWest’s scope & fee for additional information.	SUE Plans

TASK 3 – Alternative Analysis

Scope Task	Scope of Services	Deliverables
13.	Alternative Analysis	
	<p>The following tasks (Items 14-18) includes evaluating up to 6 different alternatives. The known alternatives that will be evaluated are:</p> <ul style="list-style-type: none"> - Widen the existing bridge and allow overtopping on CR 5. - Widen the existing bridge and provide a secondary overflow structure. - Remove and replace the existing bridge in an attempt to convey the 100-year flows under the new bridge. (2 alternatives) - It is anticipated that two additional alternatives may be included once hydraulic modeling and roadway design is underway. <p>In addition to the roadway and bridge alternatives, our team will review the existing and future traffic impacts at the intersections of Weitzel by obtaining new traffic counts and at Kechter by reviewing the existing traffic impact study. Next Phase will develop a Synchro model of the entire corridor and ensure this project fits in with the adjacent project at Kechter Road.</p>	N/A
14.	Hydraulic Analysis	
	<p>ACE will provide hydraulic analysis and modeling for the project. ACE will work closely with J-U-B staff on structure alternatives and roadway elevations to ensure each project element is integrated together.</p> <p>Refer to ACE's scope & fee for additional information.</p>	Included in Summary of findings
15.	Roadway Alignment and Profile Design	
	<p>J-U-B will establish the horizontal alignment for the project along CR 5. The alignment will be the control line for the 4-lane arterial roadway section. The vertical profile will be built along the horizontal alignment. J-U-B will follow LCUASS and AASHTO criteria for horizontal and vertical curves. The horizontal and vertical design will be an iterative process working with hydraulics and structures. Some alternatives may have slightly different horizontal and/or vertical profiles.</p>	N/A
16.	Traffic Analysis	
	<p>Next Phase will evaluate the intersection of Weitzel and Kechter. They will evaluate the existing plans and provide recommendations for the intersection to ensure a safe, functional and integrated corridor.</p> <p>Refer to Next Phase's scope & fee for additional information.</p>	Traffic Memo
17.	Structure Analysis	
	<p>One alternative assumes a secondary structure along CR 5 that would convey flows underneath CR 5. This could be a secondary structure or a combination of box culverts. Our structure engineers will evaluate structure/box size, provide recommendations on wing walls, cast-in-place vs. precast and cost estimating.</p>	Included in Summary of findings
18.	Environmental Analysis	
	<p>Our Environmental team will perform a US Army Corps of Engineers formatted wetland and waters of the US delineation adjacent to the bridge (approx. 100 feet west and east) and a desktop review of potential wetlands outside of this footprint. Additionally, they will provide high level analysis of other environmental impacts for each alternative. If an alternative is selected that requires more wetland delineation that what is listed here, J-U-B will include in a future Segment.</p>	Included in Summary of findings

TASK 4 – Conceptual Design

Scope Task	Scope of Services	Deliverables
19.	Conceptual Design	
	The following list (Items 20-24) includes conceptual design for the roadway improvements between Weitzel Street and the North Ladera Property Line. These tasks include time for design, preparing a rollplot showing the proposed improvements and preparing a conceptual level opinion of probable construction cost. This Segment will be combined with Segments 2 and 3 and project Segments will be shown in one overall rollplot.	N/A
20.	Conceptual Design Layout	
	J-U-B will establish the horizontal control line for CR 5 utilizing AutoCAD Civil 3D. The conceptual design will include the horizontal geometry for the proposed roadway and structure(s).	N/A
21.	Conceptual Design Rollplot	
	The conceptual horizontal design will be presented on a rollplot which will show the horizontal layout including lane widths, proposed drainage features, right-of-way constraints, and other pertinent design elements.	Design Rollplot
22.	Prepare Conceptual OPCC costs	
	J-U-B will develop high level opinion of probable construction costs based on the interim design. A contingency of approximately 30% will be included at this stage. The OPCC costs will help guide the team when making decisions on the design.	OPCC
23.	Prepare summary of findings and recommendations	
	J-U-B will provide the town with a memo outlining the pros and cons to each alternative. This will include proposed design and construction costs for each alternative. Items that will be considered include: town vs. developer costs, environmental concerns, phasing, utilities, R.O.W., constructability concerns, construction cost, and schedule.	Summary of findings
24.	QA/QC	
	Prior to the preliminary submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. All comments will be reviewed with the design staff and incorporated into the plans if relevant	QA/QC plans (if requested)

SEGMENT 2 – North Ladera Property Line to North End of Bridge

TASK 1 - Project Management

Scope Task	Scope of Services	Deliverables
25.	Design Meetings	
	Periodic progress meetings will be attended by the J-U-B project manager and/or project engineer and other key staff members as needed. These meetings may be a combination of phone conference meetings or in-person meetings, as requested by the town. It is anticipated that meetings will be held bi-weekly. Subconsultants will attend as required. J-U-B will prepare an agenda and meeting minutes.	Meeting Agenda & Minutes
26.	Management & Administration	

Scope Task	Scope of Services	Deliverables
	This item includes general coordination efforts by J-U-B's project manager. Scheduling and resource loading are included in this item. Coordination with sub-consultants is included in this task. Coordination with other stakeholders will be included in this item.	N/A

TASK 2 – Data Collection

Scope Task	Scope of Services	Deliverables
27.	Review & Research existing studies, reports, etc.	
	J-U-B will review gather and review existing studies, design plans and reports for this corridor. In addition, our team will review any existing structure reports, drainage reports, utility information, property information, etc. This knowledge will provide our team with an understanding of the history of the corridor. Any existing and relevant information will be extracted and used in the proposed design.	N/A
28.	Topographic Survey	
	J-U-B will coordinate survey limits with King and answer any questions that arise. J-U-B will format the topographic survey into J-U-B standard linetypes and symbols. Property/Road Right-of-way/Base Map (Based on deeds, plats and/or Title Commitments) will be included. Refer to King's scope & fee for additional information.	Topographic Survey in AutoCAD Civil 3D
29.	Subsurface Utility Engineering	
	SurvWest will investigate utilities within the project area to adhere to the new state subsurface utility law (SB18-167). At this Segment of the project, it is anticipated that no quality level A will be included and will be included in a separate scope of work. Refer to SurvWest's scope & fee for additional information.	N/A

TASK 3 – Alternative Analysis

Scope Task	Scope of Services	Deliverables
30.	Alternative Analysis	
	The following tasks (Items 31-34) includes evaluating up to 6 different alternatives. The known alternatives that will be evaluated are: <ul style="list-style-type: none"> - Widen the existing bridge and allow overtopping on CR 5. - Widen the existing bridge and provide a secondary overflow structure. - Remove and replace the existing bridge in an attempt to convey the 100-year flows under the new bridge. (2 alternatives) - It is anticipated that two additional alternatives may be included once hydraulic modeling and roadway design is underway. 	N/A
31.	Hydraulic Analysis	

	ACE will provide hydraulic analysis and modeling for the project. ACE will work closely with J-U-B staff on structure alternatives and roadway elevations to ensure each project element is integrated together. Refer to ACE's scope & fee for additional information.	Included in Summary of findings
32.	Roadway Alignment and Profile Design	
	J-U-B will establish the horizontal alignment for the project along CR 5. The alignment will be the control line for the 4-lane arterial roadway section. The vertical profile will be build along the horizontal alignment. J-U-B will follow LCUASS and AASHTO for horizontal and vertical curves. The horizontal and vertical design will be an iterative process working with hydraulics and structures. Some alternatives may have slightly different horizontal and/or vertical profiles.	N/A
33.	Structure Analysis	
	J-U-B will evaluate two options for the bridge over the Poudre. The first option assumes the existing bridge will stay in place and be widened. The second option assumes that the bridge will be removed and replaced. Our structure team will determine the horizontal layout and provide conceptual level cost estimates for each alternative.	Included in Summary of findings
34.	Environmental Analysis	
	Our Environmental team will perform a US Army Corps of Engineers formatted wetland and waters of the US delineation adjacent to the bridge (approx. 100 feet west and east) and a desktop review of potential wetlands outside of this footprint. Additionally, they will provide high level analysis of other environmental impacts for each alternative. If an alternative is selected that requires more wetland delineation that what is listed here, J-U-B will include in a future Segment.	Included in Summary of findings memo

TASK 4 – Conceptual Design

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
35.	Conceptual Design	
	The following list (Items 36-40) includes conceptual design for the roadway improvements between north end of bridge and the North Ladera Property Line. These tasks include time for design, preparing a rollplot showing the proposed improvements and preparing a conceptual level opinion of probable construction cost. This Segment will be combined with Segments 1 and 3 and project Segments will be shown in one overall rollplot.	N/A
36.	Conceptual Design Layout	
	J-U-B will establish the horizontal control line for CR 5 utilizing AutoCAD Civil 3D. The conceptual design will include the horizontal geometry for the proposed roadway and structure(s).	N/A

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
37.	Conceptual Design Rollplot	
	The conceptual horizontal design will be presented on a rollplot which will show the horizontal layout including lane widths, proposed drainage features, right-of-way constraints, and other pertinent design elements.	Design Rollplot
38.	Prepare Conceptual OPCC costs	
	J-U-B will develop high level opinion of probable construction costs based on the interim design. A contingency of approximately 30% will be included at this stage. The OPCC costs will help guide the team when making decisions on the design.	OPCC
39.	Prepare summary of findings and recommendations	
	J-U-B will provide the town with a memo outlining the pros and cons to each alternative. This will include proposed design and construction costs for each alternative. Items that will be considered include: town vs. developer costs, environmental concerns, phasing, utilities, R.O.W., constructability concerns, construction cost, and schedule.	Summary of findings memo
40.	QA/QC	
	Prior to the submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. All comments will be reviewed with the design staff and incorporated into the plans if relevant	QA/QC plans (if requested)

SEGMENT 3 –North End of Bridge to Deer Park Avenue

TASK 1 - Project Management

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
41.	Design Meetings	
	Periodic progress meetings will be attended by the J-U-B project manager and/or project engineer and other key staff members as needed. These meetings may be a combination of phone conference meetings or in-person meetings, as requested by the town. It is anticipated that meetings will be held bi-weekly. Subconsultants will attend as required. J-U-B will prepare an agenda and meeting minutes.	Meeting Agenda & Minutes
42.	Management & Administration	
	This item includes general coordination efforts by J-U-B’s project manager. Scheduling and resource loading are included in this item. Coordination with sub-consultants is included in this task. Coordination with other stakeholders will be included in this item.	N/A

TASK 2 – Data Collection

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
43.	Review & Research existing studies, reports, etc.	
	J-U-B will review gather and review existing studies, design plans and reports for this corridor. In addition, our team will review any existing structure reports, drainage reports, utility information, property information, etc. This knowledge will provide our team with an understanding of the history of the corridor. Any	N/A

	existing and relevant information will be extracted and used in the proposed design.	
44.	Topographic Survey	
	J-U-B will coordinate survey limits with King and answer any questions that arise. J-U-B will format the topographic survey into J-U-B standard linetypes and symbols. Property/Road Right-of-way/Base Map (Based on deeds, plats and/or Title Commitments) will be included. Refer to King's scope & fee for additional information.	Topographic Survey in AutoCAD Civil 3D
45.	Subsurface Utility Engineering	
	SurvWest will investigate utilities within the project area to adhere to the new state subsurface utility law (SB18-167). At this Segment of the project, it is anticipated that no quality level A will be included and will be included in a separate scope of work. Refer to SurvWest's scope & fee for additional information.	SUE Plans

TASK 3 – Alternative Analysis

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
46.	Alternative Analysis	
	The following tasks (Items 47-49) includes traffic analysis at Harmony as well as roadway tie-ins at the bridge and at Deer Park Avenue. J-U-B will evaluate the existing design that has been done and evaluate how that will tie into the bridge work to the south.	N/A
47.	Roadway Alignment and Profile Design	
	J-U-B will establish the horizontal alignment for the project along CR 5. The alignment will be the control line for the 4-lane arterial roadway section. The vertical profile will be build along the horizontal alignment. J-U-B will follow LCUASS and AASHTO for horizontal and vertical curves. The horizontal and vertical design will be an iterative process working with hydraulics and structures. Some alternatives may have slightly different horizontal and/or vertical profiles.	N/A
48.	Traffic Analysis (Harmony)	
	Next Phase will evaluate the intersection of Harmony Road with new traffic counts and adding this data to the corridor synchro model. They will evaluate the intersection for adding safety improvements for pedestrians and bicycles crossing the intersection. They will evaluate existing and future traffic projections and provide recommendations for auxiliary lanes. Refer to Next Phase's scope & fee for additional information.	Traffic memo
49.	Environmental Analysis	
	Our Environmental team will perform a US Army Corps of Engineers formatted wetland and waters of the US delineation adjacent to the bridge (approx. 100 feet west and east) and a desktop review of potential wetlands outside of this footprint. Additionally, they will provide high level analysis of other environmental impacts for each alternative. If an alternative is selected that requires more wetland delineation that what is listed here, J-U-B will include in a future Segment.	Included in Summary of findings

TASK 4 – Conceptual Design

<i>Scope Task</i>	<i>Scope of Services</i>	<i>Deliverables</i>
50.	Conceptual Design	
	The following list (Items 36-40) includes conceptual design for the roadway improvements between north end of bridge to Deer Park Avenue. These tasks include time for design, preparing a rollplot showing the proposed improvements and preparing a conceptual level opinion of probable construction cost. This Segment will be combined with Segments 1 and 2 and project Segments will be shown in one overall rollplot.	N/A
51.	Conceptual Design Layout	
	J-U-B will establish the horizontal control line for CR 5 utilizing AutoCAD Civil 3D. The conceptual design will include the horizontal geometry for the proposed roadway and structure(s).	N/A
52.	Conceptual Design Rollplot	
	The conceptual horizontal design will be presented on a rollplot which will show the horizontal layout including lane widths, proposed drainage features, right-of-way constraints, and other pertinent design elements.	Design Rollplot
53.	Prepare Conceptual OPCC costs	
	J-U-B will develop high level opinion of probable construction costs based on the interim design. A contingency of approximately 30% will be included at this stage. The OPCC costs will help guide the team when making decisions on the design.	OPCC
54.	Prepare summary of findings and recommendations	
	J-U-B will provide the town with a memo outlining the pros and cons to each alternative. This will include proposed design and construction costs for each alternative. Items that will be considered include: town vs. developer costs, environmental concerns, phasing, utilities, R.O.W., constructability concerns, construction cost, and schedule.	Summary of findings memo
55.	QA/QC	
	Prior to the submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. All comments will be reviewed with the design staff and incorporated into the plans if relevant	QA/QC plans (if requested)

ASSUMPTIONS

The above Scope of Services is based on the following assumptions:

- It is assumed that the town is funding all aspects of the project and no federal, CDOT and/or local agency requirements will be required.
- It is assumed no ROW tasks (Legal Descriptions or Acquisition) are included in this scope
- Electronic CAD files will be supplied to the town in AutoCAD Civil 3D format, if requested.
- No QLA SUE services (testholes) are included in this scope. Testhole locations will be determined after the 30% design has been accepted and will be added into the contract via separate scope.
- It is assumed the town will assist J-U-B with utility coordination.
- It is assumed that preliminary design will be handled with a separate work order after the alternative analysis Segment.

PART 2 – SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

○ Kick-Off Meeting	- July 2024
○ Topographic Survey & Base Mapping (King)	- July - August 2024
○ SUE (Quality Level B) Field Work (Survwest)	- July - August 2024
○ Conceptual Design	- Aug – Nov 2024
○ Conceptual Review	- Dec 2024
○ Update Contract for Design	- Jan 2025
○ Anticipated 30% Design	- Jan – June 2025
○ Anticipated 90% Design	- June – Oct 2025
○ CLOMR	- Nov – August 2026
○ Final Submittal	- August 2026
○ Construction	- 2026/2027

PART 4 – BASIS OF FEE

The hours and fees for each task are presented on the attached spreadsheet.

CR 5 Roadway and Bridge Improvements - Proposal Cost		Project Cost														Subcontractor		Task Total		Total	
Task Number	Task Description	GV/DC Project Manager (\$/HR)	Construction Manager (Onsite) (\$/HR)	Project Manager (\$/HR)	Deputy Project Manager (\$/HR)	PC - (Structure) Lead 1/2 (\$/HR)	Structure Engineer (\$/HR)	Environmental Specialist (I) (\$/HR)	Environmental Specialist (II) (\$/HR)	Project Engineer II (\$/HR)	Project Designer - Lead (\$/HR)	Funding Specialist (Planner)	PLG	CAD Designer (\$/HR)	Assistant Designer (\$/HR)	Project Accountant (\$/HR)	HR/FE	Subcontractor Fee %	Subcontractor Fee \$	Task Total	Total
ALL SEGMENTS																					
TABLE 1 - Project Management																					
1	Kickoff Meeting			2	3		2	2		2											
2	Monthly Progress Reports & Inviting (Assuming \$)			10													12				
3	Public Open House			6	4					16				24							
4	Public Awareness				8																
5	Develop project materials, printing and mailing			2	4																
6	Project funding opportunities			8																	
7	Preparation to Issue an Advertisement			10	6																
	Sub Totals	0	0	42	27	0	0	0	0	22	0	0	0	60	0	0	12				
SEGMENT 1 (Weitzel Street to North Ladera Property Line)																					
TABLE 1 - Project Management																					
8	Design Meetings			24	10																
9	Management & Administration			6	4																
	Sub Totals	0	0	30	14	0	0	0	0	0	0	0	0	0	0	0	0				
TABLE 2 - Data Collection																					
10	Review & Research existing studies, reports, etc.			2	4																
11	Topographic Survey				1									2							
12	Substructure Utility Engineering			1	1					1				2							
	Sub Totals	0	0	3	6	0	0	0	0	1	0	0	0	4	0	0					
TABLE 3 - Alternative Analysis																					
13	Alternative Analysis																				
14	Hydraulic Modeling			6	6																
15	Roadway Alignment and Profile Design			2	6					6	16										
16	Traffic Analysis (Traffic & Safety)			2	6					4											
17	Structure Analysis			1	1		6	60													
18	Environmental Analysis																				
	Sub Totals	0	0	9	28	6	60	6	6	12	16	0	0	16	0	0					
TABLE 4 - Conceptual Design																					
19	Conceptual Design																				
20	Conceptual Design - Layout			2	3					16	24										
21	Conceptual Design - Right-of-Way			2	2					8			24	16							
22	Prepare Conceptual GPCC Cost			2	4					2	4			8							
23	Prepare Summary of Findings and recommendations			1	1					8	4										
24	GPCC	6	4	4	6																
	Sub Totals	6	4	12	20	0	0	0	0	26	40	0	0	24	24	0					
TABLE 5 - TOTALS																					
		6	4	54	34	6	60	6	6	44	16	0	0	44	24	0					
SEGMENT 2 (North Ladera Property line to North End of Bridge)																					
TABLE 1 - Project Management																					
25	Design Meetings			24	10																
26	Management & Administration			6	4																
	Sub Totals	0	0	30	14	0	0	0	0	0	0	0	0	0	0	0					
TABLE 2 - Data Collection																					
27	Review & Research existing studies, reports, etc.			2	4																
28	Topographic Survey				1																
29	Substructure Utility Engineering			1	1					1				2							
	Sub Totals	0	0	3	6	0	0	0	0	1	0	0	0	4	0	0					
TABLE 3 - Alternative Analysis																					
30	Alternative Analysis																				
31	Hydraulic Modeling			4	6																
32	Roadway Alignment and Profile Design			2	6					8	16										
33	Structure Analysis			1	1		16	136													
34	Environmental Analysis																				
	Sub Totals	0	0	7	22	16	136	6	10	8	16	0	0	60	0	0					
TABLE 4 - Conceptual Design																					
35	Conceptual Design																				
36	Conceptual Design - Layout			2	2					12	16										
37	Conceptual Design - Right-of-Way			2	2					4			16	16							
38	Prepare Conceptual GPCC Cost			2	4					2	4			8							
39	Prepare Summary of Findings and recommendations			1	1					6	2										
40	GPCC	6	4	4	6																
	Sub Totals	6	4	12	20	0	0	0	0	18	24	0	0	16	16	0					
TABLE 5 - TOTALS																					
		6	4	54	40	16	136	6	10	33	42	0	0	80	24	0					

Task Number	Task Description	GR/EC Project Manager (\$/HR)	Construction Manager/Supervisor (\$/HR)	Project Manager (\$/HR)	Design Project Manager (\$/HR)	PE - Civil/Structural Lead Sr. (\$/HR)	Structural Engineer (\$/HR)	Environmental Specialist (\$/HR)	Environmental Specialist (I) (\$/HR)	Project Engineer II (\$/HR)	Project Designer - Lead (\$/HR)	Funding Specialist (Hourly)	TLS	GIS Designer (\$/HR)	Assistant Designer (\$/HR)	Project Accountant (\$/HR)	FOUR FEE	Subcontractor Fee	Task Total	Total
SEGMENT 3 (North End of Bridge to Deer Park Ave)																				
TASK 1 - Project Management																				
41	Design Meetings (Conceptual, Preliminary, Final, Advancements)			24	10			1											\$7,732	\$7,732
42	Management & Administration			8	4														\$2,637	\$2,637
Sub-Totals		0	0	32	14	0	0	1	0	0	0	0	0	0	0	0	0	0	\$10,369	\$10,369
TASK 2 - Data Collection																				
43	Review & Research existing studies, reports, etc.			2	4					4									\$1,018	\$1,018
44	Geographic Survey			1	1					1				2					\$653	\$9,829
45	Sub-Area Utility Engineering			1	1	0	0	0	0	1				2					\$922	\$4,719
Sub-Totals		0	0	3	6	0	0	0	0	6	0	0	0	4	0	0	0	0	\$3,603	\$16,427
TASK 3 - Alternative Analysis																				
46	Alternative Analysis			2	6					8	16								\$5,736	\$5,736
47	Scenery/Engineering Profile Design			2	6					4									\$2,448	\$11,110
48	Traffic Analysis (Informal)			2	6				4	4	4								\$1,284	\$1,284
49	Environmental Analysis			0	0	4	12	0	4	4	12	16	0	0	0	0	0	0	\$5,572	\$25,110
Sub-Totals		0	0	6	24	0	0	4	4	12	16	0	0	0	0	0	0	0	\$15,040	\$46,840
TASK 4 - Conceptual Design																				
50	Conceptual Design			2	6					16	24								\$8,910	\$8,910
51	Conceptual Design - Layout			2	2					2	8								\$2,200	\$1,100
52	Conceptual Design - Utilities			2	4					2	4			24	16				\$2,986	\$2,986
53	Prepare Conceptual (P/C) Cost			0	0					0	0								\$4,800	\$4,800
54	Final Summary of Findings and Recommendations (S/F)			0	0					0	0								\$4,200	\$4,200
55	GIS/CAD			8	4					16	40			24	24				\$27,054	\$0
Sub-Totals		0	0	12	24	0	0	0	0	36	80	0	0	24	24	0	0	0	\$51,850	\$51,850
GR/EC TOTALS		0	0	50	58	0	0	5	4	48	56	0	0	28	24	0	0	0	\$16,887	\$16,887
Design Total		24	12	225	219	24	198	21	40	143	230	60	60	184	72	12	0	0	\$257,508	\$298,310



KING SURVEYORS

June 19, 2024

J-U-B Engineers, Inc.
Attn: Shawn Fetzer, PE

Re: Timnath CR5 Road and Bridge Project

Shawn:

Here is what I'm estimating the cost to be to perform the following services based on our Teams meeting, email correspondence and the included exhibits.

Kick-off Meeting with Timnath

3 people, 1.5 hours

Subtotal = \$650

Project Management

15 hours @ \$114/hour = \$1,710

Aerial Photograph

-Current view of project site

-Deliverable is .jp2 file(s), or similar, that can be inserted into Civil3D

\$2,500

Topographic Survey-Option 1

-Based on the limits shown on included exhibit

-Based on a standard topographic survey of the river channel

-Based on obtaining road striping in Harmony Road via aerial photograph

-Based on surveying only larger trees along riverbanks and not surveying bushy/brushy areas

-Based on Ayres Associates surveying their utility locates, however King will survey observable utilities and get measure downs on manholes and inlets

-Based on lower river water levels

Office prep-20 hours @ \$140/hour = \$2,800

Field work time-22 days = 22x10 @ \$184/hour = \$40,840

Office processing-80 hours @ \$110/hour = \$8,800

Subtotal = \$52,080

Total

- \$650

- \$1,710

- \$2,500

- \$52,080

- \$8,000

\$64,940

Segment 1 = \$30,324

Segment 2 = \$24,727

Segment 3 = \$9,889

Topographic Survey-Option 2

- Based on the limits shown on included exhibit
- Based on X-sections of the river channel instead of a standard topographic survey
- Based on X-sections every +/-100'
- Based on obtaining road striping in Harmony Road via aerial photograph
- Based on surveying only larger trees along riverbanks and not surveying bushy/brushy areas
- Based on Ayres Associates surveying their utility locates, however King will survey observable utilities and get measure downs on manholes and inlets
- Based on lower river water levels

Office prep-25 hours @ \$140/hour = \$3,500
Field work time-16 days = 16x10 @ \$184/hour = \$29,440
Office processing-60 hours @ \$110/hour = \$6,600
Subtotal = \$39,540

Geotech Bores

- Based on 1 separate trip to site to survey completed bore locations
- Office prep-5 hours @ \$140/hour = \$700
Field work time-8 hours @ \$184/hour = \$1,472
Office processing-3 hours @ \$110/hour = \$330
Subtotal = \$2,502

Utility Potholes

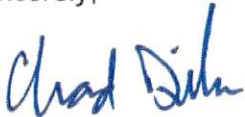
- Based on 1 separate trip to site to survey completed pothole locations
 - Based on receiving a sketch/exhibit from Ayres showing completed pothole locations
- Office prep-6 hours @ \$140/hour = \$840
Field work time-10 hours @ \$184/hour = \$1,840
Office processing-5 hours @ \$110/hour = \$550
Subtotal = \$3,230

Base Map-Right-of-way lines/Property Lines/Existing Easements

Field work time-2 days = 2x10 @ \$184/hour = \$3,680
Office time-60 hours drafter @ \$110/hour = \$6,600
-10 hours PLS @ \$140/hour = \$1,400
Subtotal = \$8,000

If you have any questions regarding this proposal, please feel free to contact me at my office at (970) 686-5011.

Sincerely,



Chad Dilka, PLS/Project Manager

CR5 Survey Limits



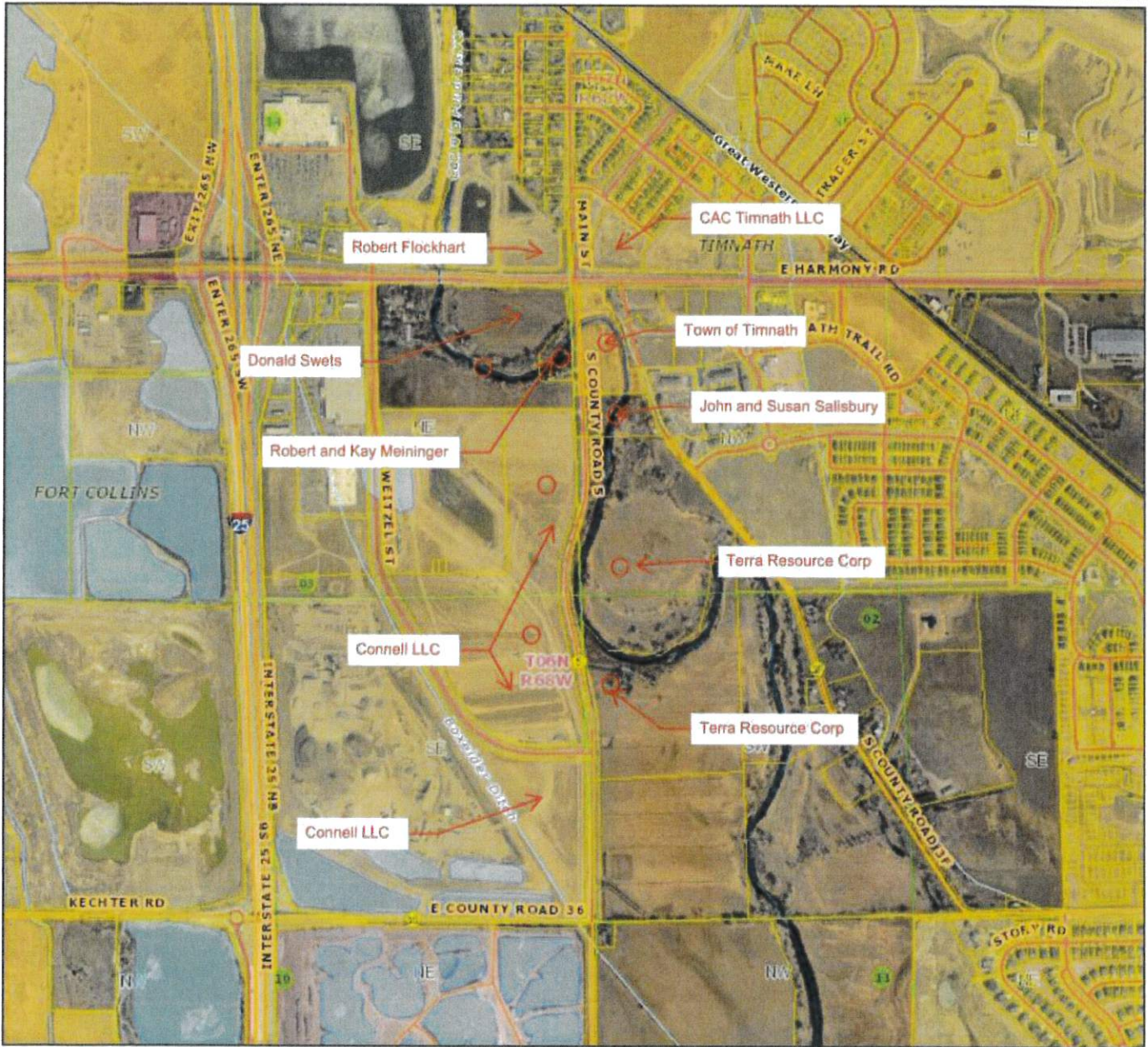
Google Earth

Image © 2024 Airbus

1000 ft



Larimer County Web Map



Legend		
Tax Parcels	Incorporated Areas	30969E146467N.sid
Railroads	PLSS Township and Range	Red: Band_1
Major Road System	PLSS Sections	Green: Band_2
Road System	PLSS Quarter Sections	Blue: Band_3
Lakes and Ponds	City or Town	30969E144091N.sid

Notes

0.2 0 0.2 Miles **Scale** This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Date Prepared: 4/22/2024 9:25:29 AM 1: 13,836



ANDERSON CONSULTING ENGINEERS, INC.
Civil • Water Resources • Environmental

June 20, 2024

Mr. Dan Tuttle, P.E.
JUB Engineers, Inc.
2809 E Harmony Road, Suite 300
Fort Collins, CO 80525

RE: Larimer County Road 5 Design Project: Floodplain Mitigation Alternative Analysis
(ACE Project No. COJUB24)

Dear Dan:

Attached is a copy of the Scope and Budget for the Floodplain Mitigation Alternative Analysis for Larimer County Road 5. The intent of this scope is to provide engineering services in support of an alternative analysis to identify a preferred design alternative for the Larimer County Road 5 Design Project. It is assumed that all floodplain permitting (including potential CLOMR and LOMR) will be completed following the project design and will be covered under a separate scope and budget. As shown on the attached scope, ACE's time and materials cost associated with this scope of work is \$105,990.

We respectfully submit this scope and budget based on our understanding of your needs for assistance with the project design and permitting. Please review this information and do not hesitate to contact us if you have any questions or comments.

Sincerely,

Anderson Consulting Engineers, Inc.

A handwritten signature in dark ink, appearing to read "Jamis Darrow". The signature is fluid and cursive, written over a light blue horizontal line.

Jamis Darrow, P.E., CFM, M.B.A.
Principal Engineer

Attachments: A. Anderson Consulting Engineers Scope of Work
B. Budget

EXHIBIT A

SCOPE OF WORK & BUDGET **LARIMER COUNTY ROAD 5 DESIGN PROJECT: FLOODPLAIN MITIGATION ALTERNATIVE ANALYSIS**

At the request of JUB Engineers, Inc., the current scope of work and budget has been developed by Anderson Consulting Engineers, Inc. (ACE) to provide the following engineering services:

- (a) Data collection and review of effective floodplain maps and models;
- (b) Field reconnaissance efforts to document existing conditions;
- (c) Alternative analyses to evaluate up to six flood hazard mitigation alternatives aimed at eliminating flood overtopping of Larimer County Road 5 in the most economical manner possible;
- (d) Preparation of a project report to document the flood hazard mitigation alternatives and to assist in the selection of a preferred alternative; and
- (e) Project meetings and general project coordination.

Project Assumptions:

1. To maximize project efficiency, floodplain mitigation alternatives will be modeled utilizing HEC-RAS 2D. Following selection of a preferred alternative, HEC-RAS 1D will be utilized to demonstrate that the preferred alternative has the ability to meet local, state and federal floodplain permitting criteria.
2. Effective models will be provided by the town of Timnath. The models required for incorporation into this study include:
 - a. The Cache la Poudre River RiskMAP model and floodplain mapping.
 - b. Hydraulic Analysis for the Cache la Poudre River Between Harmony Road & Kechter Road, Prepared in Support of the Ladera Development Project, LOMR #2 (Galloway) [referred to hereafter as the Ladera #2 LOMR]
 - c. Hydraulic Analysis of the Cache la Poudre River Between East Harmony Road and South County Road 5 [referred to hereafter as the CLOMR for the Swetsville Zoo Property]
3. Floodplain permitting including a project CLOMR and LOMR will be conducted for the selected alternative will be conducted under a separate scope and budget.
4. Detailed floodplain mapping will be conducted as part of the CLOMR/LOMR.
5. Hydraulic modeling alterations will be limited to the study reach, as defined below.
6. Pre-project survey information will be provided by others (under a separate scope and budget).

The **study reach** is defined as the portion of the hydraulic model that will be utilized and updated to reflect the proposed conditions and evaluated to ensure that any changes to the floodplain do not impact properties and structures upstream and downstream of the project area. The downstream study limit of the Larimer County Road 5 Design Project is Effective Cross Section 175795, located approximately 1.5 river miles downstream of the Larimer County Road 5 Bridge. The upstream study limit of the Larimer County Road 5 is Cross Section 187905, located approximately ½-mile upstream of the Harmony Road bridge.

The **project reach** is defined as the portion of the hydraulic model that is updated to reflect changes associated with the project. The project reach for the Larimer County Road 5 Design Project will be limited to the area between effective cross sections 180228 and 183537.

Task 1. Data Collection and Review of Effective Information

This task includes the compilation, review, and evaluation of effective and best available materials associated with channel hydraulics and regulatory floodplain of the Cache la Poudre River for the current project. The pertinent information may include but is not limited to:

1. Reports and documentation related to effective channel hydraulics;
2. Effective floodplain work maps/shapefiles;
3. Recent aerial photography and topographic mapping;
4. Effective hydraulic models;
5. The Ladera #2 Letter of Map Revision (LOMR) developed by Galloway;
6. The Swetsville Zoo CLOMR; and
7. Current political boundaries and property lines.

It is assumed that effective models will be provided by the Town of Timnath. ACE will review the published and best available data and reports regarding the hydraulic modeling and floodplain mapping for the Cache la Poudre River within the proposed study reach. Pertinent information will be incorporated into the study.

Task 2. Field Reconnaissance and Base Map Preparation

ACE staff will conduct a site visit of the project site. ACE staff will collect photographic documentation of the existing bridge, channel conditions, vegetative states of the active channel and overbanks, roadway conditions and any physical constraints within the study reach.

It is assumed that the topographic mapping provided in the effective study will be utilized as the base topography for the study reach identified for this scope of work. As part of this scope of work, the effective topography data will be supplemented with field survey data to be collected by a professional land surveyor (hired separately by the design engineer). This field survey data will include structure survey information, and one-foot contours for all areas that may potentially be disturbed as part of the project construction. All mapping information will be provided in the Colorado State Plane North horizontal coordinate system and the NAVD88 vertical datum and incorporated into a project base map. Aerial imagery, political boundaries and parcel data will also be collected and incorporated into a project base map.

Task 3. Flood Mitigation Alternative Analysis

In an effort to facilitate the identification of an innovative and resilient solution for the County Road 5 Bridge and Widening Project ACE will work with JUB to identify a range of options that provide increased flood protection and roadway service, while meeting any budget constraints identified by Timnath Staff. Up to six alternatives will be considered that examine structural feasibility, level of protection from flooding, ability to satisfy hydraulic permitting requirements, accommodation of multi-modal needs,

environmental impacts, ROW requirements, synergy with development plans of adjacent lots, and initial/long term costs.

ACE staff proposes to conduct the alternative analyses utilizing a 2D hydraulic model. In order to ensure that proposed improvements will also produce similar results utilizing a 1D hydraulic model, and that the selected alternative will satisfy all local, state, and federal floodplain regulations, the regulatory 1D model will be utilized to analyze the selected alternative.

Based on preliminary discussions with JUB and the Town of Timnath regarding project requirements and existing flood hazards near the project it is anticipated that the following four alternatives will be evaluated:

1. Replacement of the existing bridge with a wider bridge, combined with overbank grading, and possibly adjustments to the roadway profile in attempts to contain all 100-year discharges within the main channel/new bridge. Based on past experiences designing structures along the Cache la Poudre River it is anticipated that this structure could be 250-300 feet wide. Two configurations of this alternative will be examined. One with, and one without the existing structure located southwest of the existing bridge.
2. Constructing a new bridge adjacent to the existing bridge to accommodate four lanes of traffic, installation of additional culverts between the main bridge and the CR5/Weitzel Street intersection, and adjustments to the roadway profile as necessary to provide 100-year protection of CR5.
3. Replacement of the existing bridge with a larger structure (not necessarily passing the entire 100-year discharge), installation of additional culverts between the main bridge and the CR5/Weitzel Street intersection, overland grading adjacent to the main structure and through the Ladera Property (in the newly delineated floodway area) and adjustments to the roadway profile as necessary to provide 100-year protection of CR5.

In addition to the four alternatives identified above, if an acceptable alternative is not identified two additional alternatives will be examined. It is understood that project requirements dictate that the identified solution eliminate all overtopping of LCR5. However, it is possible that one of the additional alternatives may consider a configuration to improve flood resiliency without meeting the standard 100-year non-overtopping criteria. This option would aim to minimize the frequency of roadway overtopping, while providing adequate embankment erosion protection so that if CR5 needs to be taken out of service during large flood events due to overtopping it would remain structurally stable and could be quickly and safely be reopened to the public.

The following paragraphs outline the work required to adequately conduct an alternative analysis of mitigation alternatives.

Two-Dimensional Hydraulic Modeling of Existing Conditions

This task includes development of an existing condition 2D hydraulic model using HEC-RAS. The model extents will be bounded by I-25 on the north, Kechter Road to the south, Weitzel Street to the west, and South County Road 3f to the east. Terrain from the Ladera LOMR, Manning's n values, LCR5 bridge geometry, and a downstream boundary condition at Kechter Road consistent with the 1D floodplain model will be utilized. Cell sizes of the model grid will vary and be set small enough to capture the terrain accurately. The model grid will be reinforced with detailed breaklines to appropriately define terrain features critical to hydraulic computations. Up to three flow events including the 10-, 50-, and 100-year

flood will be simulated. The 2D model will be calibrated so that results for the 100-year event are reasonably consistent with the 1D floodplain model.

Results extracted from the existing 2D hydraulic model will include raw mapping of inundation boundaries, water surface elevations, flow depths, and velocities for each flow event. Identification of critical water surface elevations at insurable structures and along LCR5 will be noted. Results from the 2D hydraulic model will be used to inform development of alternatives. Existing condition results will also be used as a baseline to compare to alternative conditions evaluated as part of this task.

Two-Dimensional Hydraulic Modeling of Alternatives

The existing conditions 2D model will be modified to create up to six alternative models (as previously identified). Each alternative model will be run for up to three flow events including the 10-, 50-, and 100-year flood. Results of the 2D alternative models will be compared to the existing condition 2D model results. Alternatives will initially focus on passing the 100-year event under LCR5 without overtopping. If results indicate that passage of the 100-year event without overtopping is not feasible, analyses associated with lesser events (10 to 50-year) will be conducted and the results utilized to inform recommendations for additional alternatives.

1D Hydraulic Analyses of the Selected Plan

Duplicate Effective Condition Hydraulic Analyses

A duplicate effective hydraulic analysis will be conducted, for both the Ladera #2 LOMR and the Swetsville Zoo CLOMR. The duplicate effective runs will be conducted to ensure that the effective floodplain models have been obtained for the study reach. Hydraulic analyses associated with the duplicate effective conditions will include the 1% Annual Chance Exceedance events as well as a duplicate effective floodway run. It is assumed that the re-delineation of the effective 100-year floodplain boundaries will not be required for these analyses. However, tabular water surface profiles will be compiled for the study reach, including comparison tables to identify differences in 100-year water surface elevations between the conditions analyzed, and included in the project report developed in support of this project.

Corrected Effective Condition Hydraulic Analysis

The Duplicate Effective model will be modified to re-align cross sections near County Road 5 to better model overtopping flows of the road, and to set a baseline for comparison to the selected plan. Hydraulic analyses associated with the existing condition analyses will include consideration of the 1% Annual Chance Exceedance events as well as a Corrected Effective Condition Floodway run. Tabular water surface profiles will be compiled, including comparison tables to identify differences in 100-year water surface elevations between the duplicate effective and corrected effective conditions. Finally, a corrected effective condition floodway run will be conducted to investigate potential changes to floodway delineations. This information will be summarized in the project report developed in support of a this project.

Proposed Condition Hydraulic Analysis

The Corrected Effective model will be modified to reflect selected plan improvements to create a proposed condition model. Hydraulic analyses associated with the existing condition analyses will include

consideration of the 1% Annual Chance Exceedance events as well as a Proposed Condition Floodway run. Tabular water surface profiles will be compiled, including comparison tables to identify differences in 100-year water surface elevations between the corrected effective and existing conditions. Finally, a proposed condition floodway run will be conducted to investigate potential changes to floodway delineations. This information will be summarized in the project report developed in support of this project.

Task 4. Project Documentation

A memo summarizing development of the 2D hydraulic modeling, description of conceptual alternatives, results of alternative 2D hydraulic analyses, alternative selection, and 1D modeling of the selected alternative (which will be utilized as the baseline of analyses for a project CLOMR). In addition, cost estimates for up to six possible design alternatives will be prepared to assist in the selection of a preferred alternative.

Task 5. Meetings and Coordination

This task includes attendance at the following meetings: (a) project kickoff meeting; (b) a meeting with Ladera representatives to ensure that proposed improvements are compatible with the Ladera development; (c) up to five progress meetings (including ACE, JUB, and Town of Timnath staff); and (d) an alternative review/selection meeting. It is assumed that project meetings will be held via a virtual platform (i.e. Zoom, Microsoft Teams, etc.). Additional coordination with JUB and Town of Timnath staff will be conducted on an as-needed basis throughout the project.

DETAILED BUDGET FOR THE ALTERNATIVE ANALYSIS OF THE LARIMER COUNTY ROAD 5 DESIGN PROJECT

PROJECT: LCR5 Design Project CLIENT: JUB	Anderson Consulting Engineers, Inc. Direct Labor						ODC's	Totals	
	Principal Engineer III	Principal Engineer I	Senior Engineer II	Project Engineer I	GIS/CAD Technician II	Project Assistant		Other Direct Costs	Hours
ACE PROPOSAL NO.: XCOJUB24 PREPARED BY: JDD DATE: 06/20/2024	\$210/hr	\$165/hr	\$155/hr	\$125/hr	\$110/hr	\$85/hr			
Task/Description	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost
1. DATA COLLECTION AND REVIEW	0	6	0	10	2	0	\$0	18	\$2,460
Data Collection	0	2	0	4	0	0	\$0		\$830
Review of Previous Studies	0	4	0	6	2	0	\$0		\$1,630
2. FIELD RECONNAISSANCE AND BASE MAP PREPARATION	0	9	0	10	4	0	\$50	23	\$3,225
Field Reconnaissance	0	8	0	4	0	0	\$50		\$1,870
Base Map Preparation	0	1	0	6	4	0	\$0		\$1,355
3. FLOOD MITIGATION ALTERNATIVE ANALYSIS	4	73	24	484	28	0	\$0	613	\$80,185
2D Hydraulic Modeling of Existing Conditions	0	2	8	40	4	0	\$0		\$7,010
2D Hydraulic Model Calibration	0	1	0	8	0	0	\$0		\$1,165
2D Hydraulic Modeling of Alternatives (Up to 6)	4	48	16	320	24	0	\$0		\$53,880
Existing vs Alternative Evaluations	0	6	0	24	0	0	\$0		\$3,990
Duplicate Effective Hydraulic Modeling	0	2	0	12	0	0	\$0		\$1,830
Existing Condition Hydraulic Modeling	0	8	0	48	0	0	\$0		\$7,320
Proposed Condition Hydraulic Modeling	0	6	0	32	0	0	\$0		\$4,990
4. REPORTS	0	52	0	12	4	4	\$0	72	\$10,780
Prepare Hydraulic Design / Flood Hazard Mapping Report	0	52	0	12	4	4	\$0		\$10,780
5. PROJECT COORDINATION AND MEETINGS	0	46	0	14	0	0	\$0	60	\$9,340
Project Kickoff Meeting	0	2	0	0	0	0	\$0		\$330
Meeting with Ladera	0	3	0	0	0	0	\$0		\$495
Progress Meetings (5)	0	15	0	10	0	0	\$0		\$3,725
Alternative Review/Selection Meeting	0	4	0	4	0	0	\$0		\$1,160
General Project Coordination	0	22	0	0	0	0	\$0		\$3,630
TOTAL PROJECT HOURS	4	186	24	530	38	4		763	
TOTAL PROJECT BUDGET	\$840	\$30,690	\$3,720	\$66,260	\$4,180	\$260	\$0		\$106,990



3405 Harbor Way
Fort Collins, CO 80524
www.nextphase-eng.com

Scope and Fee Proposal

Larimer County Road 5 Bridge Project - Traffic Elements Town of Timnath

June 18, 2024

Attn: Dan Tuttle, P.E.
J-U-B Engineers, Inc.
2809 E Harmony road, Suite 300
Fort Collins, CO 80528

Dear Dan:

Thank you for reaching out to Next Phase Engineering regarding the upcoming CR 5 Bridge replacement project in the Town of Timnath. We're pleased to provide this letter proposal to complete the traffic related elements for the project. Listed below are details of a work plan and proposed fee to complete the effort. It is assumed that Next Phase will be working as a subconsultant to J-U-B on this project.

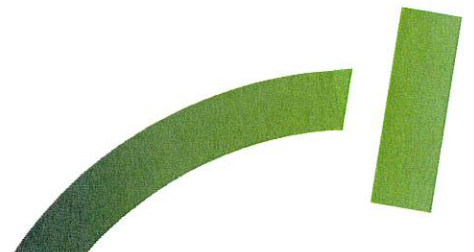
Work Tasks

The work tasks are divided into two phases -

- Phase 1 corresponds with the Alternatives Analysis to determine the bridge location and structure selection expected to occur through October 2024.
- Phase 2 will involve final design of the bridge, as well as additional analysis for the roadway further south and the signal design plans.

Phase 1 includes:

- Project coordination, invoicing and an assumed 3 status meetings.
- New peak hour turning movement counts at the Harmony intersection and at the Weitzel intersection.
- Development of a Synchro model of the entire corridor from Kechter through Harmony. The existing Harmony Synchro model will be used as a starting point.
- Other information including development TIS, TMP information, and Parkway plans will also be reviewed. Future traffic volumes will be determined and reviewed with the Town.
- An analysis and evaluation of the Harmony intersection will be completed to identify recommended geometry. ~~This includes considering elements of a protected intersection.~~
- Additional work in this phase includes a review of the Timnath Parkway plans, phasing options, timing for the construction of the cul-de-sac, and consideration of the impact / options surrounding a full closure of CR 5 during bridge construction.
- Information in this phase will be summarized, documented, and submitted to the project team.



Phase II efforts include:

- Additional evaluation, modeling, analysis as needed.
- Signal design plans.
- Additional review of the intersections at Weitzel and Kechter.

Anticipated Fee

The anticipated fee is shown below. We can refine the work elements and level of effort to precisely meet your needs. Reimbursables are billed at cost. The fee could be contracted as a time and materials with a not to exceed amount of **\$ 22,620 for Phase I** so that if efficiencies are realized that time is not charged.

The fee for phase II will be finalized at a later time when more details are known.

Town of Timnath CR 5 Bridge Project - Traffic Elements									Date: 17-Jun-24
Item #	Task	Principal Engineer	Technical Work	Clerical Work	TOTAL LABOR HOURS	Labor Cost	Reimburseables / Subconsultant	TOTAL COSTS	Sub Total
		Hourly rate: \$200	\$95	\$65					
Phase I - Alternatives Analysis Tasks									
110	Project set up, coordination, kickoff mtg and invoicing								
	Kickoff mtg, coordination, invoicing	8		4	12	\$1,860		\$1,860	
	Status meetings (assume 3)	6			6	\$1,200	\$50	\$1,250	
	Public outreach - assume 1 open house, or Town Board mtg	4			4	\$800	\$50	\$850	\$3,960
120	Information and data gathering								
	Location overview, info from previous TISs, Parkway plans, crash data e	4			4	\$800		\$800	
	New am pm peak hour TMC counts (2 - at Harmony and Weitzel)	4	8		12	\$1,560	\$700	\$2,260	
	Expand existing Synchro model down to Kechter (calibrate for am/pm)	12			12	\$2,400		\$2,400	
	Determine future traffic volumes to assume	4			4	\$800		\$800	\$6,260
130	Timnath Parkway phasing, access locations, cul de sac planning								
	Review Timnath Parkway plans, TMP, discuss phasing with Town	6			6	\$1,200		\$1,200	
	Review access locations and Cul de Sac (existing, temp and long term)	8			8	\$1,600		\$1,600	\$2,800
140	Traffic evaluation and analysis, and alternatives								
	Synchro modeling to determine geometrics (Harmony, Weitzel and revi	12			12	\$2,400		\$2,400	
	Iterative review and geometric refinement, update synchro	8			8	\$1,600		\$1,600	
	Consider construction phasing and impact of fully closing CR 5	12			12	\$2,400		\$2,400	\$6,400
140	Summary information and project documentation								
	Draft operational, safety, analysis and recommended geometry report	12			12	\$2,400		\$2,400	
	Final changes and submittal	4			4	\$800		\$800	\$3,200
		Phase 1 Total Hours	104	8	4	116			
		Phase 1 Total Cost	\$20,800	\$760	\$260		\$21,820	\$800	\$22,620
Phase 2 - Final Design									
200	Additional traffic evaluation and analysis, and alternatives								
	Synchro modeling to include Weitzel and Kechter	16			16	\$3,200		\$3,200	
	Iterative review and geometric refinement, update synchro	8			8	\$1,600		\$1,600	
	Additional documentation	12			12	\$2,400		\$2,400	\$7,200
210	Signal design plans (Harmony)								
	Signal design concept (no drafting) - 3 sheets - coordinate w J-U-B	16			16	\$3,200		\$3,200	
	Review, refine	8			8	\$1,600		\$1,600	
	Input to J-U-B regarding quantities, estimated, general notes, specs	12			12	\$2,400		\$2,400	
	Final signal plans	8			8	\$1,600		\$1,600	\$8,800
		Phase 2 Total Hours	80	0	0	80			
		Phase 2 Total Cost	\$16,000	\$0	\$0		\$16,000	\$0	\$16,000
		Total Project Hours	184	8	4	196			
		Total Project Costs	\$36,800	\$760	\$260		\$37,820	\$800	\$38,620

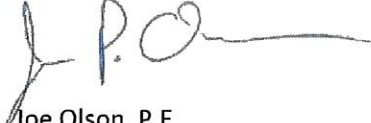
PH-1 = \$13,510
PH-3 = \$25,110

Schedule

Next Phase staff is available and ready to support this project whenever the Town and J-U-B are ready to move forward.

Please let us know if you have questions, or if we can provide additional information. We look forward to working with you and your team.

Sincerely,



Joe Olson, P.E.
Principal
Next Phase Engineering
joe@nextphase-eng.com
970-232-4104



Martina Wilkinson, P.E. PTOE
Principal
Next Phase Engineering
martina@nextphase-eng.com
970-988-0143



SurvWest, LLC
www.survwest.com
6501 East Belleview Avenue, Suite 300,
Englewood, Colorado 80111
Disadvantaged Business Enterprise (DBE)

6/19/2024

Shawn Fetzer
J-U-B Engineers, Inc.
2809 E Harmony Rd, Suite 300
Fort Collins, CO 80525
Sfetzer@jub.com
SurvWest Proposal Number: BD240167

Subsurface Utility Engineering services for CR 5 in the Town of Timnath

Dear Mr. Johnson:

SurvWest, LLC (SURVWEST) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project.

S.U.E. Introduction

This proposal is based on information provided via email by J-U-B on 6/11/24. The project involves providing SUE services for the CR 5 Widening in the Town of Timnath.

With the intent of achieving Quality Level depiction of subsurface utilities, SURVWEST will perform the work required for this project in general accordance with the recommended practices and procedures described in ASCE/UESI/CI 38-22 (Standard Guideline for Investigating and Documenting Existing Utilities). The following definitions are taken directly from the ASCE 38-22 document for clarification.

- ▲ **Quality Level D (QLD):** A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.
- ▲ **Quality Level C (QLC):** A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or under-ground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.
- ▲ **Quality Level B (QLB):** A value assigned to a Utility Segment or subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgment and whose location is tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.
- ★ **Quality Level A (QLA):** A value assigned to that portion (x, y, and z geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to the Project Survey Datum with an accuracy of 0.1 ft (30mm) vertical and to 0.2 ft (60 mm) horizontal for the measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Scope of Work

Based on information provided by J-U-B Engineers ("CLIENT"), SURVWEST has developed a preliminary scope for the work required for this project. The scope of work may be modified with the CLIENT, Owner, or their representative's concurrence during the performance of the work if warranted by actual field findings.

For this project, SURVWEST will provide the following services within the project limits shown in the below figure. The SUE project limits are approximately as shown in Figure 1 below:



Figure 1. Project SUE Investigation Limits. (could differ from other project limits)

SURVWEST will utilize its Standard Operating Procedures and Safety Plan in the performance of the work.

Permits

SURVWEST will work with the CLIENT and applicable jurisdictional entities to obtain the necessary permits to complete the field tasks: Town of Timnath, and Larimer County.

SUE QLD (Records/Research)

SURVWEST will conduct utility research of the project limits. In addition to records received from CLIENT, SURVWEST will gather, and review information collected from one or more of the following sources. The data acquired through this effort will be taken into consideration when analyzing field data and preparing the project deliverables.

- ▲ One Call Notification Center
- ▲ Internet-Based Databases
- ▲ Aerial Imagery
- ▲ Utility Owners
 - Record Drawings
 - Previous Construction Plans
 - Database Information/Maps
 - Oral Histories
- ▲ County Clerk Office
- ▲ State Department of Transportation

SUE QLC (Utility segments/above ground appurtenances)

SURVWEST will visually inspect the project limits for evidence of utilities, including above-ground facilities and appurtenances. SURVWEST will survey the horizontal position of above ground visible utility features typically associated with underground utilities such as manholes, telephone pedestals, and water valves. The investigation will be limited to utilities identified within the project limits. SURVWEST will extract utility feature information provided in the Topographic Survey conducted by Others.

SURVWEST will investigate gravity systems one connection point beyond the project limits to identify if a conflict exists. This will include the invert collection of said gravity systems. These features will be surveyed during the Utilities Survey task.

SUE QLB (Horizontal designating)

SURVWEST will utilize a suite of geophysical equipment to designate buried metallic utility pipelines and non-metallic utility pipelines with access points. The goal is to obtain a reliable and repeatable geophysical signal that is consistent with that of a signal originating from a utility segment given observed conditions, knowledge of utility system configurations, and record data. This calls for the use of more than one type of geophysical instrument, frequency, antenna, coupling technique, or other variation to interpret a signal as reliable or repeatable.

All physical paint markings will be made following the American Public Works Association (APWA) Uniform Color Code utilizing pink paint for temporary survey markings. 2-man inductive sweeps will be performed following the investigation of identified utilities for any unidentified utilities that may existing within the project limits.

SURVWEST will attempt to designate the following utility mains:

- ▲ Natural Gas Pipelines (up to any installed meters)
- ▲ Water Pipelines (up to any installed meters)
- ▲ Electric Lines
- ▲ Telephone Lines
- ▲ Cable Lines
- ▲ Fiber Optic Lines
- ▲ Sanitary Sewer Lines
- ▲ Storm Sewer Lines

Despite SURVWEST's due diligence to identify buried utilities within the project limits, the possibility still exists, that some utilities are not identified. Utilities that are not identified through the Utility Information Research and On-Ste Visual Inspection efforts will be referred to as "unknown" utilities. SURVWEST will perform an inductive search for "unknown" utilities within the project limits. However, SURVWEST is not responsible for designating unknown utilities.

Traffic Control

Should non-routine traffic control measures be required (barricades, flag person, changeable message board, crash attenuator truck, etc.), these services will be considered extra and invoiced at cost. CLIENT will be notified if such circumstances arise, and CLIENT'S approval will be necessary before commencement. An estimate has been provided based on existing documents to known utility locations existing within the driving lanes of CR 5 and E Harmony Rd.

Assumptions and Considerations

Exclusions

The scope of work described in this proposal EXCLUDES the following services:

- ▲ QLA test hole services as part of initial SUE investigations.
- ▲ Collection of data from utility poles and overhead wires, and underground irrigation systems.
- ▲ Collection of utility service lines and laterals.
- ▲ Utility Coordination Services, including the preparation of the list of utility providers, conflict matrix, participation in coordination meetings, evaluation or coordination of relocations, or the preparation of clearance or removal/relocation documents.
- ▲ Project Design Survey.
- ▲ Topographic Survey.
- ▲ Right-of-way verification or boundary survey.
- ▲ Project Design and Engineering.
- ▲ Project Construction Services.

Assumptions

- ▲ Site will be accessible during daylight hours.
- ▲ Utility features, paint marks, and exposed utilities will be collected by SURVWEST surveyors and reviewed by professional surveyors.

- ▲ Elevations of all visible wet utility (storm and sanitary sewer lines) features will be collected, including ground-level and invert elevations.
- ▲ For designated utilities, the size and material type of all utilities will be provided **only if** the information is indicated on available record drawings or by physical observation.
- ▲ Utility Feature information provided by other Surveyors will be reviewed by SURVWEST professional surveyors for incorporation into the SUE plant set under Quality Level C data.

Client Responsibilities

- ▲ CLIENT will provide SURVWEST with survey control for use in preparing the deliverables. This data can be provided in a .txt or CAD format and will include the information listed below. The CAD file will be in AutoCAD format, saved as a 2020 or earlier version.
 - ▲ Coordinate System and Zone
 - ▲ Basis of Vertical Datum
 - ▲ Project Benchmarks (if applicable)
 - ▲ Project Scale Factor (if applicable)
- ▲ CLIENT will provide SURVWEST with CAD base map files such as topography, ROW, and proposed stationing alignment files. These files will support the SUE data collected and ensure proper alignment with CLIENT electronic CAD formats.
- ▲ If applicable, CLIENT will provide SURVWEST with the utility line styles and symbology to utilize in preparing the deliverable(s). This includes title blocks, OWNER and CLIENT logo images, and contact information.
- ▲ All permitting fees required for SURVWEST to perform the proposed services will be waived or paid by the CLIENT.
- ▲ CLIENT will arrange for Right of Entry (ROE), where required, to access work areas. SURVWEST can perform ROE services at an additional fee.

Deliverables

First Phase Interim Deliverables (CAD/PDF)

Upon receipt of survey control and a base map from CLIENT, SURVWEST will prepare an AutoCAD file depicting the type and horizontal location of the surveyed utilities and utility features. SURVWEST will prepare a preliminary PDF showing the collected utilities through QLB and deliver for review the utility conflicts and direction for test hole locations along with the accompanying CAD file.

Anticipated Schedule

SURVWEST can commence work within fifteen (15) business days of receiving the notice to proceed (NTP). Anticipated SUE field work through QLB is five (5) business days. Interim preliminary stamped deliverable within five (5) business days after field work is complete. The estimated time to complete the SUE and SUE Survey for this project is a total of 25 business days, or 5 calendar weeks.

The above estimated schedule is based on information provided by CLIENT and OWNER. This schedule does not reflect delays related to property access, permitting, inclement weather, or any other factors outside of SURVWEST's control.

Estimated Fees

Task Description	Units	Quantity	Rate	Task Fee
SUE QLD – QLB Plans	LS	1	\$26,000.00	\$26,000.00
Traffic Control	EA	2	\$1,900.00	\$3,800.00
			Project Total	\$29,800.00

The total estimated cost to complete the work described herein is **\$29,800.00** as a NTE fee without prior written approval by CLIENT.

Closing

We look forward to working with you on this project. Should you have any questions or require additional information, please contact myself or Jason Childs jchilds@survwest.com.

Sincerely,

SURVWEST, LLC



Jeremy Garcia-Glasscock, PE
Denver Utility Operations Leader
jgarcia@survwest.com
(C) 817-841-9358

This offer is not binding, and no contract between the parties shall exist unless and until definitive written agreements have been negotiated and executed by the parties. The services and products described herein are subject to change and will only be binding obligations if included in definitive written agreements executed by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written and agree to all terms and conditions listed on Exhibit A, attached hereto.

Client Name

Print Name

Signature

Title

Address for Giving Notices:



SurvWest, LLC
6501 East Belleview Avenue, Suite 300,
Englewood, Colorado 80111
www.survwest.com
Disadvantaged Business Enterprise

EXHIBIT A

SURVWEST, LLC GENERAL PROVISIONS FOR PROFESSIONAL SERVICES OTHER THAN DESIGN AND CONSTRUCTION

ARTICLE 1. DEFINITIONS

SurvWest, LLC. shall also refer to its subsidiaries. The Client shall refer to the party, partnership, corporation, or entity signing this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS The Client will be invoiced each month for work which has been accomplished to the date shown on the invoice. Invoices are due and payable within 30 days of date on invoice. Questionable charges or errors on an invoice shall be brought to the attention of SurvWest, LLC. within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 2.5% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by SurvWest, LLC. Including, but not limited to reasonable attorney fees in pursuing collection of any sums not paid to SurvWest, LLC. pursuant to the terms of this contract. SurvWest, LLC. may terminate this contract if payment on any invoice not in dispute is not paid in full within sixty (60) days from the date of the invoice. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the contract is executed, except as provided for in Article 3. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

- A. **Project Mobilization Fee/Retainer:** SurvWest, LLC. may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
- B. **Contract Termination and Project Cancellation Fee:** This contract may be terminated by the Client upon fourteen (14) days written notice to SurvWest, LLC. In the event of such termination, compensation for the services performed and unpaid as of the termination date shall be due and payable immediately, to SurvWest, LLC. In addition, SurvWest, LLC. may have refused other contracts in order to complete this contract in a timely and efficient manner. Therefore, if this contract's duration is longer than one hundred and twenty (120) days and if this contract is cancelled by the Client within sixty (60) days of the date of execution of this contract, a cancellation fee of twenty five percent (25%) of the total contract fee or \$1,000.00, whichever is greater, will be due and payable immediately, together with any other services performed and remaining unpaid.
- C. **Project Restart Fee:** Because of substantial costs incurred by SurvWest, LLC. to stop and restart a contract once it is underway, should this contract's progress be halted at any time for thirty (30) or more days by the Client for any reason, a contract restart fee of \$500.00 or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.
- D. **Client Team Member Reorientation:** There will be a Client team member reorientation fee paid by the Client for each project team member of the Client who is added or replaced prior to completion of the contract.
- E. **No Back-up for Reimbursables:** No back-up data or copies of bills, as maintained by SurvWest, LLC., will be provided for

reimbursable expenses invoiced under this contract. Should back-up data maintained by SurvWest, LLC. be requested, it will be provided for an administration fee of \$100.00 per monthly invoice requiring verification plus \$1.00 per copy of back-up data supplied.

- F. **Fee for Print:** All prints of project documents not covered as a part of the contract fee will be billed to the Client at a rate of \$5.00 per sheet.

ARTICLE 3. CONTRACT RENEGOTIATION

SurvWest, LLC. reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one year.

ARTICLE 4. LIABILITY

It is understood that any and all professional liabilities incurred by SurvWest, LLC., throughout the course of rendering professional services under this contract, shall be limited to a maximum of the fee received by SurvWest, LLC. for all services rendered on the project (not including reimbursable expenses and subconsultants).

ARTICLE 5. CLAIMS

The owner/Client acknowledges that SurvWest, LLC. is a limited liability company and agrees that any claim made by the owner/Client arising out of any act or omission of any director, officer, or employee of SurvWest, LLC. in the execution or performance of this contract shall be made against SurvWest, LLC. and not against such director, officer, or employee.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any materials or maps prepared by SurvWest, LLC. shall be restricted to the original use for which they were prepared. Reproduction, reuse, or alternation by any method, in whole or in part, is prohibited unless authorized in writing by SurvWest, LLC. Any such reproduction reuse or alteration of documents relieves SurvWest, LLC. of any responsibilities or liabilities whatsoever.

SurvWest, LLC. has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The Client and SurvWest, LLC. each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the Client nor SurvWest, LLC. shall assign, set over, or transfer his interest, in whole or in part, in this contract without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract terminated.

ARTICLE 8. DISPUTES

SurvWest, LLC and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by litigation if the matter cannot be resolved between the parties by mediation. Any lawsuits filed shall be filed in state court in the County of Denver or federal court in the District Court of Colorado.

ARTICLE 9. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules which may be required are contained in attachments or exhibits to this contract.

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 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
I-U-B ENGINEERS, Inc.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2760 W Excursion Ln, Suite 400 (Corporate Address)

6 City, state, and ZIP code
Meridian, ID 83642

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	2	-	0	2	9	0	7	7	4
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►

Date ► 1/15/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT 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, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages;
 - e. medical payments;
 - f. 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.**

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 operation or use of an automobile.**
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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES
COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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CG T1 00 02 19

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COMMERCIAL GENERAL LIABILITY

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

COMMERCIAL GENERAL LIABILITY

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

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- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

L. Employment-Related Practices
"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed. This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party

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against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication"

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident.

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

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(3) Because of your operations; provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract".
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section 1 – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section 1 – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

 - a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust; as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Anses out of the ownership, maintenance or use of that part of any premises leased to you. The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
 - a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**
- 1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
 - 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.
- SECTION III – LIMITS OF INSURANCE**
- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 - 4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
 - 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual, any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. **Legal Action Against Us**
No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. **Other Insurance**
If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below. As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. **Primary Insurance**
This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. **Excess Insurance**
(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis;

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
b. Those statements are based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
(a) Appropriates a person's name, voice, photograph or likeness; or
(b) Unreasonably places a person in a false light; or
(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment"

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
(1) Radio or television programming being transmitted;
(2) Other entertainment, educational, instructional, music, or news programming being transmitted; or
(3) Advertising transmitted with any of such programming.

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;
(2) Other entertainment, educational, instructional, music, or news programming being transmitted; or
(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
c. All other parts of the world if the injury or damage arises out of:
(1) Goods or products made or sold by you in the territory described in Paragraph a. above;
(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "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 "premises damage" is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 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", "property damage" or "personal injury" 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) 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; or
 - (3) 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 (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

COMMERCIAL GENERAL LIABILITY

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills, or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".
17. "Occurrence" means:
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
18. "Personal and advertising injury" means "personal injury" or "advertising injury".
19. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:
- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
 - b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.
 But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:
 - (1) Rupture, bursting, or operation of pressure relief devices;
 - (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
 - (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.
22. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your
- contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
23. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
24. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER : 680-2R22997A

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" 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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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DATE OF ISSUE: 07/06/2023

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POLICY NUMBER : 680-2R22997A

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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DATE OF ISSUE: 07/06/2023

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement.

- A. Non-Owned Watercraft - 75 Feet Long Or Less
B. Who Is An Insured - Unnamed Subsidiaries
C. Who Is An Insured - Retired Partners, Members, Directors And Employees
D. Who Is An Insured - Employees And Volunteer Workers - Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured - Controlling Interest
G. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments - Increased Limit
L. Amendment Of Excess Insurance Condition - Professional Liability
M. Blanket Waiver Of Subrogation - When Required By Written Contract Or Agreement
N. Contractual Liability - Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

- 1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
(2) A watercraft you do not own that is:
(a) 75 feet long or less; and
(b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of SECTION II - WHO IS AN INSURED:
e. Any person or organization that, with your express or implied consent, either

- uses or is responsible for the use of a watercraft that you do not own that is:
(1) 75 feet long or less; and
(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN INSURED:
Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.
For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:
a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;
as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:
Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
(d) Arising out of his or her providing or failing to provide professional health care services.
(3) "Property damage" to property:
(a) Owned, occupied or used by; or
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

COMMERCIAL GENERAL LIABILITY

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A Trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:

- (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
- (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietitian, nutritionist.

COMMERCIAL GENERAL LIABILITY

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence"
4. The following exclusion is added to Paragraph 2. Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the DEFINITIONS Section:
"Incidental medical services" means:
a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT
The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
a. \$10,000; or
b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY
The following is added to Paragraph 4.b., Excess Insurance, of 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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-8K158532-23-47-E**

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

J-U-B ENGINEERS, INC.

is an entity formed or registered under the law of Idaho, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20031211346.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 07/03/2024 that have been posted, and by documents delivered to this office
electronically through 07/08/2024 @ 13:57:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 07/08/2024 @ 13:57:49 in accordance with applicable law.
This certificate is assigned Confirmation Number 16188202.



Jena Griswold

Secretary of State of the State of Colorado

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