

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 77, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH  
TST, INC. CONSULTING ENGINEERS FOR TRANSITION ENGINEERING AND  
PLANNING SERVICES**

**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** attached hereto as **Exhibit A** is the Professional Services Master Agreement for Transition Engineering and Planning (Work Orders) between the Town and TST, Inc. Consulting Engineers, dated December 10, 2024; and

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

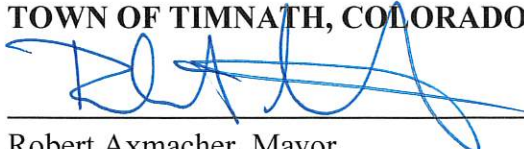
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The required purchase proposal and expenditure of funds up to \$330,800.00 is hereby approved, authorized, and ratified to enter into a contract with TST, Inc. Consulting Engineers for Transition Engineers and Planning Services. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Parks & Recreation 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 DECEMBER 10, 2024.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Robert Axmacher, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters-Garcia, CMC  
Town Clerk



**PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING (WORK ORDERS) WITH TST, INC. CONSULTING  
ENGINEERS**

This PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION ENGINEERING AND PLANNING SERVICES, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 10<sup>th</sup> day of December, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and TST, INC. CONSULTING ENGINEERS, a Colorado Corporation (the “Consultant”). The Town and the Consultant 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, from time to time, the Town has need of contracted professional engineering services, for purposes which may include without limitation, design, bidding and project review/management of discrete Town projects and review of development permit applications and plans; and

WHEREAS, the Consultant employs certified professional engineers and is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town desires to engage the Consultant to render the services described in this Agreement, pursuant to Work Orders approved in writing by both parties and attached to this contract; 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 Consultant 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 Consultant shall provide engineering services as set forth in Work Orders approved by both parties in writing (“Work Orders”), and all of Consultant’s work under such Work Orders shall be collectively referred to as the “Services”. All Services shall be performed: (a) in a professional manner, to the reasonable 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 requirements of



said Work Order and (c) using reasonable efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in a Work Order, the terms in the body of this Agreement shall govern. Consultant 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 Work Orders) or through other authorization expressly delegated to Consultant or authorized by the Town through the Town Council.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2025 (the "Effective Date") and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) December 31, 2025.

3. WORK ORDERS. The Town and the Consultant may agree for the Consultant to provide specific work, subject to the mutual agreement of the Consultant and the Town pursuant to a written Work Order, in substantially the form attached hereto as **Exhibit A**, executed by an authorized representative of each Party. Work Orders shall be sequentially numbered and attached to this Agreement and automatically incorporated herein upon signature by both Parties. Each Work Order shall set forth the required date for completion or a schedule for various tasks, shall contain a not-to-exceed cost for the work, and shall state that the Town has appropriated funds sufficient to cover the additional compensable amount. The not-to-exceed cost in the Work Orders will be the maximum amount billed for the Work Order, unless authorization is approved by the Town per the current Purchasing Policy. Prior to reaching the not-to-exceed amount, Consultant and the Town shall agree on the remaining scope and approach to the completion of the services. The terms and conditions of this Agreement relating to Services shall apply to any work under Work Orders. The Work Orders attached hereto as **Exhibit A-1** are approved with signing of the Agreement and hereby incorporated into this Agreement and shall be effective as of the Commencement Date of each Work Order upon execution of this Agreement.

4. GENERAL PERFORMANCE STANDARDS

a. The Consultant 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 Consultant's performance of the Services does not meet this standard, the Consultant shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

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

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

d. The Consultant 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 Consultant 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 Consultant shall not relieve the Consultant of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

f. All correspondence (emailed or otherwise) related to services provided for the Town must have at least one (1) relevant Town staff member copied, with an additional cc to the relevant Department Head(s) and Town Paralegal, on an as-needed basis. Below is a list of relevant Town staff that may need to be copied:

- i. Capital Projects – Kim Koivuniemi and Earl Smith
- ii. Non Capital Engineering items – Justin Stone
- iii. Development Review – Justin Stone and Scott Robinson
- iv. Parks and Recreation – Tom Casal
- v. Items related to litigation – Carolyn Steffl and Patty Damiano
- vi. All other items not described in (i-v) – Patty Damiano and Susan Bieber

Details regarding specific staff members that need to be included on correspondences, including types of correspondences, can be found on each Work Order.

## 6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be on a time and materials basis, based on the rate schedule set forth in **Exhibit A-2**, not to exceed the amount set forth in the Work Order for each project. The Consultant 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 expressly provided in a Work Order, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials and/or expenses will be reimbursable at the then current Consultant's accepted rate schedule, provided that the Consultant 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 Consultant 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 Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-3**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement for Services performed in the prior month, and shall contain the following information:

i. An itemized statement of the Services performed, by Work Order and not to exceed the amount set forth in such Work Order.

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 Work Order.

7. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of a timely, satisfactory and detailed invoice in the form required by Section 6, 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. 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 27, 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 invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

8. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and nothing in this Agreement shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the Town. The Consultant 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 Consultant 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 Consultant shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Consultant will be deemed employees or sub-contractors of the Consultant and will not for any purpose be considered employees or agents of the Town, and the Consultant 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 Consultant is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Consultant or some other entity other than the Town, and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

9. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Consultant agrees that, concurrent with execution of this Agreement, Consultant will disclose to the Town the membership status of any of Consultant'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 Consultant's performance as required under this Section 10.

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

11. CONSULTANT'S INSURANCE.

a. The Consultant 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 Consultant 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 Consultant 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 Consultant; provided, however, that subcontractors of the Consultant shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Consultant. If the coverage required expires during the term of this Agreement, the Consultant or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Consultant'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 Consultant's liability under any provision in this Agreement. The Consultant shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Consultant by the Town, or developed by the Consultant as a result of the performance of a particular task, shall remain confidential. In addition, the Consultant shall hold in strict confidence, and shall not use in competition, any information which the Consultant 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 Consultant (ii) provided to the Consultant by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Consultant without use of the Town's confidential information. During the performance of this Agreement, if the Consultant is notified that certain information is to be considered confidential, the Consultant agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Consultant. The Consultant agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Consultant. "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 Consultant 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 Consultant; 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 Consultant agrees to notify the Town of any conflicts of interest known to the Consultant that impact the Consultant's

provision of Services to the Town. Consultants providing any development review services to the Town while also working for a developer on development project(s) within the Timnath Growth Management Area (GMA) will be considered as a potential conflict of interest which must be disclosed to the Town. In such event, the Town may require the Consultant to cease providing any development review services for the Town until completion of the other development project(s).

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Consultant pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, correspondence, and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to Consultant of the invoices representing the work by which such materials were produced. At the Town's request, the Consultant will provide the Town with all documents produced by or on behalf of the Consultant pursuant to this Agreement. The Consultant shall maintain electronic and reproducible copies on file of any such documents for a period of two 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 Consultant's work for any purpose other than intended by this Agreement shall be the sole risk of the Town.

14. LIENS AND ENCUMBRANCES. The Consultant 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 assuming the Consultant has been paid for all services rendered. The Consultant, 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 Consultant shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Consultant to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Consultant 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 Consultant 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 Consultant and/or any other person in connection with the Services undertaken by the Consultant, in accordance with Section 16, below.

15. INDEMNIFICATION.

Consultant shall indemnify and hold harmless the Town, its councilmembers, officers, agents, contractors, and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees costs), causes of action, or other legal, equitable or administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation which is incurred by the Town but only to



the extent caused by or arising directly out of the negligent errors and omissions, willful misconduct, criminal, tortious or negligent actions or omissions of Consultant in connection with Consultant's operations or performance herewith or Consultant's use or occupancy of real or personal property hereunder, including such negligent acts or omissions of employees, agents, subcontractors or representatives of Consultant; provided however, that Consultant need not indemnify the Town or its councilmembers, officers, agents and employees from damages proximately caused by the negligence of the Town's officers, agents and employees.

This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Consultant to fulfill the foregoing defense indemnity obligation. In the event the Consultant fails to assume the defense of any claims under this Section 16 within fifteen 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 Consultant will pay all reasonable expenses of such counsel, but only in proportion to Consultant's proven negligence.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. Consultant shall obtain, at its own expense, any additional insurance that Consultant deems necessary for the Town's protection in the performance of this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Consultant 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.

17. SUBCONTRACTORS. Consultant shall not subcontract any Services without prior written approval by the Town. Consultant 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 Consultant or a subcontractor engaged by the Consultant, 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 Consultant's duties, liabilities, or obligations under this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

18. TERMINATION. This Agreement may be terminated for cause or convenience by the Town by giving the Consultant 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 19. If this Agreement is terminated, the Consultant shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. In the event of termination of this Agreement, the Consultant 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 Consultant to the Town, unless the Town terminates the Agreement for convenience.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten-day period and the defaulting party gives written notice to the non-defaulting party within such ten-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice required under this Agreement must be in writing, and may be given by hand-delivery, sent via nationally recognized overnight carrier service, or sent by certified mail, return receipt requested. The notice will be deemed to have been given upon receipt, in the case of hand-delivery or certified mail, or one business day after being deposited with a nationally recognized overnight air courier service. Any Party may update its address by giving written notice to the other Party as provided in this Section 20. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town:	Town of Timnath Attn: Public Works Director 4750 Signal Tree Drive Timnath, CO 80547 970-224-3211 (phone) 970-224-3217 (fax)
With copy to:	Timnath Town Attorney Attn: Carolyn Steffl 4750 Signal Tree Drive Timnath, Colorado 80547 (303) 447-1375 (phone) (970) 224-3217 (fax)
Consultant:	TST, Inc. Consulting Engineers Attn: Don Taranto 748 Whalers Way, Suite 200 Fort Collins, CO, 80525 (970) 226-0557 (phone)



21. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Consultant'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 Consultant agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two 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.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises 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 Consultant and the Town.

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County where the project will be constructed or in Larimer County. 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 Consultant 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.

c. Litigation. At the Town's request, the Consultant 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 Consultant 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 Consultant's Services in a timely manner.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the Town for the Services is equal to the compensation amount set forth in any Work Orders attached at the time of execution of this Agreement. This Agreement shall not be modified to require the

Consultant to perform additional compensable work unless the Town has made lawful appropriations to cover the costs of the additional work. 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 in future years are subject to annual budgeting and appropriations.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the 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.

29. 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.

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

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

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

33. 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 Consultant with a copy of its certificate of tax exemption. Consultant and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Consultant and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.



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

*[Remainder of page intentionally left blank. Signature pages follow].*

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*  
A7C88DD439C4A6  
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*  
F44B3963ECD949F...  
Carolyn R Steffl, Town Attorney

***Town's Signature Page to Professional Services Master Agreement for Transition Engineering and Planning with the Town of Timnath and TST, Inc. Consulting Engineers, dated December 10, 2024***



CONSULTANT:

TST, INC. CONSULTING ENGINEERS, a  
Colorado Corporation

DocuSigned by:  
  
7306484962534DB...

Printed Name: Don Taranto

Title: President

***Consultant's Signature Page to Professional Services Master Agreement for Transition  
Engineering and Planning with the Town of Timnath and TST, Inc. Consulting Engineers,  
dated December 10, 2024***

**EXHIBIT A**  
FORM OF WORK ORDER



**EXHIBIT A**  
**WORK ORDER NUMBER \_\_\_\_\_**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT NAME:**

**MASTER AGREEMENT EFFECTIVE DATE:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**WORK ORDER COMMENCEMENT DATE:** \_\_\_\_\_

**WORK ORDER COMPLETION DATE:** \_\_\_\_\_

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER:** (time and reimbursable direct costs):

\_\_\_\_\_

**PROJECT DESCRIPTION/SCOPE OF SERVICES:** \_\_\_\_\_

CONSULTANT agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement shall control.

The attached forms consisting of ( ) page(s) are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

CONSULTANT: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

TOWN: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

**EXHIBIT A-1**  
WORK ORDERS 1-9



## WORK ORDER NUMBER 1

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING SERVICES BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Timnath Parkway Construction Management**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: December 31, 2025 or completion of services,  
whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$125,000.00**

### **PROJECT DESCRIPTION/SCOPE OF SERVICES:**

The Timnath Parkway project from Cornhusk Avenue to Buss Grove Road will construct a 4-lane arterial road from Cornhusk Avenue to 4<sup>th</sup> Street and a 2-lane interim arterial from 4<sup>th</sup> Street to Buss Grove Road, including the temporary connection to Main Street and conversion of Main Street to a cul-de-sac. The Consultant shall provide construction management services to complete construction of this portion of Timnath Parkway with construction anticipated to be completed in Spring 2025.

The construction management services may include, but are not limited to the following:

- Contract management
- Progress documentation
- Schedule control
- Job cost and budget control
- Quality assurance review
- Inspection or Observation services
- Photo documentation
- RFI review
- Submittal review
- Quiet zone implementation
- Project closeout
- Other related services as required

### **PROJECT CORRESPONDENCE:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Kim Koivuniemi, Senior Civil Engineer (all)
- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

### **PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- i. This Work Order must be billed on a separate invoice from other Work Orders;
- ii. This project must be clearly indicated on each applicable invoice; and
- iii. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Kim Koivuniemi ([kkoivuniemi@timnathgov.com](mailto:kkoivuniemi@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 2**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Wild Wing Park Construction Management**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: June 30, 2025 or completion of services,  
whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$8,000.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

The Town began development of Wild Wing Park Phase 1 in the beginning of 2024. Since its inception as a space for soccer and leisure, the park’s Master Plan, adopted in February 2023, outlines enhancements, including a restroom building with recreation and maintenance storage, four pickleball courts, one basketball court, one sand volleyball court, a community garden, a large playground with adaptive play features, a pavilion, and more, alongside necessary utilities and landscaping.

Consultant shall continue to provide construction management services for the phase 1 of Wild Wing Park construction, which is currently under construction.

Services will focus on installation of a shade structure, completion of the restroom building in January and spring landscaping. The construction management services may include, but are not limited to the following:

- Contract management
- Progress documentation
- Schedule control
- Job cost and budget control
- Process integration and commissioning
- Quality assurance review
- Inspection or Observation services
- Photo documentation
- RFI review
- Submittal review
- Project closeout
- Other related services as required

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Tom Casal, Parks & Recreation Director (all)
- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

**PROJECT BILLING:**



In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- iv. This Work Order must be billed on a separate invoice from other Work Orders;
- v. This project must be clearly indicated on each applicable invoice; and
- vi. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Tom Casal ([tcasal@timnathgov.com](mailto:tcasal@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 3**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Timnath Community Park 2024 Improvements Construction Management**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: June 30, 2025 or completion of services, whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$2,500.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

This project at Timnath Community Park intends to remove the sand pit and replace it with a concrete pad, add additional seating, and construct a shade structure. The construction also included installation of Park signage.

Consultant shall provide continued construction management services for the 2024 improvements into 2025 of Timnath Community Park, which is currently under construction. Services will focus mainly on the installation of the shade structure and project close-out services. The construction management services may include, but are not limited to the following:

- Contract management
- Construction progress documentation
- Schedule control
- Job cost and budget control
- Quality assurance
- Inspection or Observation services
- Photo documentation
- RFI review
- Submittal review
- Project closeout
- Other related services as required

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Tom Casal, Parks & Recreation Director (all)
- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- vii. This Work Order must be billed on a separate invoice from other Work Orders;

- viii. This project must be clearly indicated on each applicable invoice; and
- ix. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Tom Casal ([tcasal@timnathgov.com](mailto:tcasal@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.



**WORK ORDER NUMBER 4**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST INC, CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Timnath Reservoir Non-Pot System Design Services and Construction Management Services**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: October 31, 2025 or completion of services, whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$25,000.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

The Timnath Reservoir requires alternative water sources to provide the requisite amount of water for landscaping and other needs at the Timnath Reservoir. After several issues were identified with the current Non-Potable Irrigation System at the Timnath Reservoir that made the system unusable, it was determined that a new system would need to be designed and installed to replace the current, nonfunctional system.

Consultant shall provide design services for the new Timnath Reservoir Non-Pot System. These services may include, but are not limited to the following:

- Conceptual design, preliminary design, and final design drawings for construction.
- Engineers Opinion of Probable Construction Costs preparation
- Project Manual and Specifications for bidding.

Consultant shall provide construction management services of the new system. The construction management services may include, but are not limited to the following:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Contractor solicitation</li> <li>• Bid document review</li> <li>• Preconstruction planning/readiness</li> <li>• Contract management</li> <li>• Progress documentation</li> <li>• Schedule control</li> <li>• Job cost and budget control</li> <li>• Process integration and commissioning</li> </ul> | <ul style="list-style-type: none"> <li>• Quality assurance review</li> <li>• Inspection or Observation services</li> <li>• Photo documentation</li> <li>• RFI review</li> <li>• Submittal review</li> <li>• Project closeout</li> <li>• Other related services as required</li> </ul> |
|---|---|

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Tom Casal, Parks & Recreation Director (all)

- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- x. This Work Order must be billed on a separate invoice from other Work Orders;
- xi. This project must be clearly indicated on each applicable invoice; and
- xii. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Tom Casal ([tcasal@timnathgov.com](mailto:tcasal@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the “Master Agreement”) between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 5**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING SERVICES BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Main Street Railroad Crossing Upgrade**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: December 31, 2025 or completion of services,  
whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$50,000.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

The Main Street Railroad Crossing Upgrade project seeks to coordinate with CDOT to upgrade the Main Street railroad crossing with signalization, curb, and sidewalks. The Consultant shall provide design services to complete this portion project.

The design services may include, but are not limited to the following:

- Preparation of 100% Plans, Specifications, and Estimates
- Bid Document Package Preparation
- Railroad and PUC coordination
- Quiet zone implementation
- Other related services as requested

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Kim Koivuniemi, Senior Civil Engineer (all)
- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- xiii. This Work Order must be billed on a separate invoice from other Work Orders;
- xiv. This project must be clearly indicated on each applicable invoice; and
- xv. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Kim Koivuniemi ([kkoivuniemi@timnathgov.com](mailto:kkoivuniemi@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning Services (the “Master Agreement”) between the parties. In the event



of a conflict between or ambiguity in the terms of the Master Agreement and this Work, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 6**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSTION  
ENGINEERING SERVICES BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Timnath Reservoir Trail Improvements**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: December 31, 2025 or completion of services,  
whichever is earlier**

**WORK ORDER TERMINATION: This Work Order shall automatically terminate on  
June 1, 2025 if the easement related to completion of the Services is not obtained prior to  
June 1, 2025.**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$14,500.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

The Town began the Timnath Reservoir Phase 2 improvements in Fall of 2024. Some portions of the project and alternates have been delayed due to open permits held by the developer on Metro District property, where the trail was originally planned to be located.

The construction management services may include, but are not limited to the following:

- Plan revisions and cost estimates
- Contractor coordination for pricing
- Bid document review
- Contract management
- Progress documentation
- Schedule control
- Job cost and budget control
- Quality assurance review
- Inspection or Observation services
- Photo documentation
- RFI review
- Submittal review
- Project closeout
- Other related services as required

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Tom Casal, Parks & Recreation Director (all)
- Lauren Thomson, Procurement & Contract Specialist (purchasing and contracts)
- Patricia Damiano, Paralegal (legal matters)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- xvi. This Work Order must be billed on a separate invoice from other Work Orders;
- xvii. This project must be clearly indicated on each applicable invoice; and
- xviii. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Tom Casal ([tcasal@timnathgov.com](mailto:tcasal@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning Services (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.



**WORK ORDER NUMBER 7**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: Parks, Recreation, Open Space, and Trails (“PROST”) Master Plan Assistance**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: June 30, 2025 or completion of services, whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$8,800.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

As members of the PROST Master Plan steering committee, Consultant is responsible for assisting with the PROST Master Planning efforts for the Town. Services will focus on findings review; however, consulting services may include, but are not limited to the following:

- Provide input regarding project control, quality management, and deliverables from PROST Master Planning consultant
- Attend project meetings with Town staff and PROST Master Planning consultant regarding project updates, including decision points, risks, and project management needs
- Provide input regarding project decisions, such as engagement strategies, leadership activities, survey strategies, additional studies (recreation center feasibility study), and master plan development and implementation.
- Steering the project through implementation and Council approval
- Other related services as required

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Tom Casal, Parks & Recreation Director (all)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- xix. This Work Order must be billed on a separate invoice from other Work Orders;
- xx. This project must be clearly indicated on each applicable invoice; and
- xxi. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Tom Casal ([tcasal@timnathgov.com](mailto:tcasal@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the "Master Agreement") between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 8**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST INC, CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: On-Call Development Review Services**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: December 31, 2025 or completion of services (e.g. services are hired in-house), whichever is earlier**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$50,000.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

Development review services shall be provided on specific applications, if requested by the Town, and may include, but are not limited to the following:

- Planning, landscape, architecture, and engineering review of development applications for requested annexations and developments within the Town's Grown Management Area and Town limits.
- Provide comments and recommendations to Town staff, the Town's Planning Commission, and/or Town Council for development actions.
- Attend comment review meetings
- Provide support to the Town development review staff related to development specific requests
- Inspection and documentation of development-related construction activities, such as construction observation, initial and final acceptance, and construction and warranty securities.
- Provide assistance in training in-house staff for transition of this service
- Other related services as required.

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Justin Stone, Public Works Director (all)
- Scott Robinson, Community Development Director (all)
- Project Planner (all)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- xxii. This Work Order must be billed on a separate invoice from other Work Orders;



- xxiii. This project must be clearly indicated on each applicable invoice; and
- xxiv. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Justin Stone ([jstone@timnathgov.com](mailto:jstone@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the “Master Agreement”) between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto, and that such funds shall be available prior to performance of the additional work.

**WORK ORDER NUMBER 9**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR TRANSITION  
ENGINEERING AND PLANNING BETWEEN  
THE TOWN OF TIMNATH  
AND  
TST, INC. CONSULTING ENGINEERS

**MASTER AGREEMENT EFFECTIVE DATE: December 10, 2024**

**PROJECT TITLE: On-Call Litigation, Engineering, and Planning Assistance**

**WORK ORDER COMMENCEMENT DATE: January 1, 2025**

**WORK ORDER COMPLETION DATE: December 31, 2025**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$50,000.00**

**PROJECT DESCRIPTION/SCOPE OF SERVICES:**

Consultant shall provide on-call administrative and practical support related to the potential and ongoing Town litigation cases in which Consultant has completed work for the Town for the following cases:

- i. Timnath Trail, LLC v. Town of Timnath, 2022CV030689 and 2024CA001372
- ii. Robert Flockhart and Sandra Flockhart, Verdad Real Estate, Inc. v. Town of Timnath, 2023CV030267, and
- iii. Town of Timnath v. Riverbend Ventures, LLC and/or Timnath Lands, LLC, case number not yet assigned.

Services may include, but is not limited to the following:

- Document preparation,
- Document reviews,
- Research,
- Communications,
- Meeting attendance,
- Witness affidavits or statements,
- Deposition attendance,
- Mediation, arbitration and / or trial appearances, and
- Other support tasks for the Town, as requested.

Consultant shall provide on-call engineering and planning assistance services on an as needed basis, if requested by the Town, and may include, but are not limited to the following:

- Planning, landscape architecture, and engineering information related to past projects, past capital improvement projects, and general discussions related to Consultant provided services over the last 14 years.
- Provide assistance with transition of responsibilities needed – such as, but not limited to, the upcoming HUTF update or 811 mapping needs.
- Provide support to Town staff related to criteria or other master plan documents.

- Other related services as required.

**PROJECT CORRESPONDENCES:**

Consultant shall include the following Town staff members on all correspondence (emailed or otherwise) related to services provided for the Town:

- Justin Stone, Public Works Director (all planning & engineering)
- Scott Robinson, Community Development Director (all planning & engineering)
- Patricia Damiano, Paralegal (all litigation)

**PROJECT BILLING:**

In addition to the requirements set forth in the Master Agreement, all invoices must adhere to the following conditions:

- xxv. This Work Order must be billed on a separate invoice from other Work Orders;
- xxvi. This project must be clearly indicated on each applicable invoice; and
- xxvii. Invoices for this Work Order must be submitted to [invoices@timnathgov.com](mailto:invoices@timnathgov.com), with Justin Stone ([jstone@timnathgov.com](mailto:jstone@timnathgov.com)) CCed.

Consultant agrees to perform the services identified above in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for Transition Engineering and Planning (the “Master Agreement”) between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order, the Master Agreement shall control.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto. and that such funds shall be available prior to performance of the additional work.



**EXHIBIT A-2**  
**CONSULTANT'S RATE SCHEDULE**



Exhibit A  
Schedule of Fees

**TST, INC.** reviews scheduled fees on an annual basis. New schedules are issued as warranted, but no more than once annually. Charges for all work, including continuing projects, will be based on the new Schedule of Fees.

**PERSONNEL CHARGES**

Personnel charges are for work not covered by lump sum fee agreements. Personnel are assigned to various tasks based on the skills necessary to perform the required services.

<b>ENGINEERS</b>	<b>\$ Hourly Rates</b>
Design Engineer	110 - 140
Project Engineer	130 - 180
Senior Engineer	160 - 220
Principal Engineer	210 - 270
<b>PLANNERS/LANDSCAPE ARCHITECTS</b>	
Design Planner/Landscape Architect	110 - 140
Project Planner/Landscape Architect	130 - 180
Senior Planner/Landscape Architect	160 - 220
<b>DESIGNERS</b>	
CAD Technician	80 - 100
Designer	90 - 130
Senior Designer	120 - 150
<b>PROJECT MANAGERS</b>	
Project Manager	150 - 190
Senior Project Manager	180 - 270
<b>CONSTRUCTION MANAGEMENT</b>	
Construction Inspector	110 - 140
Construction Administrator	130 - 180
Senior Construction Administrator	160 - 220
<b>ADMINISTRATION</b>	
Administrative	80 - 100
Project Accountant	100 - 200

**REIMBURSABLE EXPENSES**

Outside consultants and expenses will be charged at cost plus 10 percent (10%). Automobiles will be charged at \$0.85 per mile. Prints are \$0.25 per square foot, mylars are \$1.75 per square foot, and color plots are \$5.00 per square foot.



**EXHIBIT A-3**  
CONSULTANT'S COMPLETED W-9



Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**TST, Inc. Consulting Engineers**

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

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

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

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

**748 Whalers Way, Suite 200**

**6** City, state, and ZIP code

**Fort Collins, CO 80525**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

Social security number  
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

or

Employer identification number  
8 4 - 1 1 2 2 9 0 0

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

## 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

11/1/24

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## 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 Consultant 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; and
  - e. medical payments.

**\*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. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
5. Professional liability insurance in the minimum amount of \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

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



**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/03/2023

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

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

<b>PRODUCER</b> USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): <b>800 873-8500</b>	FAX (A/C, No):	
	E-MAIL ADDRESS: <b>den.certificate@usi.com</b>		
<b>INSURED</b> TST, Inc. Consulting Engineers 748 Whalers Way, Suite 200 Fort Collins, CO 80525	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company of CT		25682
	INSURER B : Travelers Property Cas. Co. of America		25674
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D : Phoenix Insurance Company		25623
INSURER E :			
INSURER F :			

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6804H986909	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA2R079520	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP3C739879	12/01/2023	12/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8J1460772	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Incl Pollution <input checked="" type="checkbox"/> Claims Made		X	DPR5021632	12/01/2023	12/01/2024	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION**

Town of Timnath 4750 Signal Tree Drive Timnath, CO 80547-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured: Town of Timnath

**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,

TST INC., CONSULTING ENGINEERS

is a

Corporation

formed or registered on 08/24/1989 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19891088683 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2024 that have been posted, and by documents delivered to this office electronically through 11/01/2024 @ 10:59:37 .

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 11/01/2024 @ 10:59:37 in accordance with applicable law. This certificate is assigned Confirmation Number 16527063 .



*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."*