

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 40, SERIES 2025**

**A RESOLUTION APPROVING THE CONTRACT WITH GLH CONSTRUCTION, LLC  
FOR THE MAIN STREET RAILROAD CROSSING 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** attached hereto as **Exhibit A** is the Construction Contract between the Town and GLH Construction L.L.C. dated May, 27, 2025; and

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

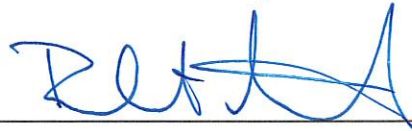
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The required contract and expenditure of funds up to \$90,196 for payment to GLH Construction L.L.C. is hereby approved, authorized, and ratified to enter into a contract with GLH Construction L.L.C. for the Main Street Railroad Crossing Project. 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 MAY 27, 2025.**

**TOWN OF TIMNATH, COLORADO**



Robert Axmacher, Mayor

**ATTEST:**



Milissa Peters-Garcia, MMC  
Town Clerk



**CONSTRUCTION CONTRACT  
FOR MAIN STREET RAILROAD CROSSING PROJECT**

This CONSTRUCTION CONTRACT, including any and all exhibits attached hereto (the “Contract”), is entered into as of the 28th day of May, 2025 (the “Effective Date”), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and GLH Corporation, a LLC of the State of Colorado (the “Contractor”). The Town and 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 Work within its corporate boundaries;

WHEREAS, the Town is the owner of certain real property, as described in the Scope of Work attached hereto as **Exhibit A**, and Contractor has agreed to perform Work in connection with construction, repair, replacement, enlargement or modification of public improvements on such Property, as set forth in **Exhibit A** (the “Work”);

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

WHEREAS, the Town desires to engage Contractor to perform the Work, as described in this Contract; and

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

WHEREAS, Contractor has represented that it has the professional experience, skill and resources to perform the Work, 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 WORK.** Contractor shall perform the Work described in **Exhibit A**, attached hereto and incorporated herein by this reference: (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 Work in the area of the Town; (b) within the time period and pursuant to the Scope of Work specified in said **Exhibit A**; and (c) using reasonable efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. 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 Contract or through other authorization



expressly delegated to Contractor or authorized by the Town through the Town Council. Definitions contained set forth in **Exhibit A** shall apply to this Contract.

2. TERM.

a. This Contract shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 17 hereof or (ii) the later of: (a) final acceptance of the Work or (b) expiration of the Warranty.

b. This Contract is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date set forth above, the Effective Date shall be extended until the date such approval is received.

3. CHANGE ORDERS. A Change Order is a written instrument, issued after execution of this Contract, signed by Town and Contractor setting forth their Contract to change any term or condition herein, including changes to scope, compensation or schedule. Each Change Order shall clearly specify any changes to the Contract Price or Contract Times. Authorization to proceed with additional Work shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional Work are provided pursuant to this Section 3, the terms and conditions of this Contract relating to Work shall also apply to any additional Work rendered. An increase or decrease in the compensation payable to Contractor resulting from a change in the Work shall be determined by one or more of the following methods:

- a. Unit prices set forth in this Contract or as subsequently agreed;
- b. a mutually accepted, itemized lump sum; or
- c. if an increase or decrease cannot be agreed to as set forth in subparagraphs (a) or (b) and Town issues a written order for Contractor to proceed with the change, the adjustment in the compensation payable to Contractor shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change.

4. GENERAL PERFORMANCE STANDARDS

a. Contractor represents that it has the capacity and the professional experience and skill to perform the Work and that the Work shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform Work of a similar nature to those specified in this Contract.

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

c. Contractor agrees that it has and will continue to comply with all Laws while providing Work under this Contract. "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.

d. The responsibilities and obligations of Contractor under this Contract shall not be relieved or affected in any respect by the presence of any agent, Contractor, subcontractor or employee of the Town. Review, acceptance or approval by the Town of the Work performed by Contractor shall not relieve Contractor of any responsibility for deficiencies, omissions or errors in said Work, nor shall it be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

e. Contractor shall secure required permits, certificates of inspection, testing or approval from all applicable governmental entities, and deliver them to Town upon request.

5. WARRANTY. Contractor warrants that materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor agrees to correct, at its own expense, all construction performed under this Contract which proves to be defective in workmanship and materials within a period of two years from the date of completion of Substantial Completion, and to pay for any damage to other works resulting from such defects, which become evident within two years after the date of substantial completion (the "Warranty"). Contractor shall make all such repairs and replacements promptly upon receipt of written order for same from the Town. If Contractor fails to make the repairs or replacements promptly, the Town may do the work and Contractor and its Surety shall be liable for the costs thereof, which shall be payable upon demand by the Town or may be offset from any remaining payments due to Contractor. Contractor shall provide a copy of all written warranties from subcontractors, vendors or material providers to the Town, prior to contract close-out and prior to issuance of final payment.

6. SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE.

6.1 Substantial Completion. Substantial Completion of the Work shall be on or before the date set forth in **Exhibit A**, unless modified pursuant to written Change Order signed by both Parties. "Substantial Completion," as used herein, shall mean that degree of completion of the work or defined portion of the work sufficient to provide the Town, with the full-time use and enjoyment of the work or the defined portion of the work, for the purposes for which it was intended. Contractor shall notify Town when it believes the Work is substantially complete. Within five (5) business days of Town's receipt of Contractor's notice, Town and Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Town shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work that have to be completed before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Town's and Contractor's responsibility for the Project's security,



maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion.

6.2 Final Acceptance. Contractor shall notify Town in writing when the Work is ready for final inspection and will submit a Final Application for Payment. "Final Acceptance" of the Project shall mean that the Project has passed all Acceptance Tests and Town has provided written Notice of Acceptance and made final payment. At the time of submission of its Final Application for Payment, Contractor shall provide the following information:

- 1) an affidavit stating that there are no claims, obligations or liens outstanding or unsatisfied for labor, Work, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Town's interests;
- 2) a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Town and remaining unsettled at the time of final payment;
- 3) consent of Contractor's surety, if any, to final payment;
- 4) a certificate demonstrating that any approvals required by governmental entities other than the Town have been obtained (such as water or wastewater districts);
- 5) all operating manuals, warranties and other deliverables required by the Contract Documents; and
- 6) certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

After receipt of a Final Application for Payment from Contractor, Town shall conduct the final inspection and final payment as set forth in this Contract, *provided* that Contractor has completed all of the Work in conformance with the Contract Documents. Final payment by **TOWN** shall constitute Final Acceptance of the Project for all purposes hereunder, subject to Contractor's remaining warranty obligations and any remaining indemnity obligations hereunder. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

7. MONTHLY STATUS REPORT. Contractor shall provide to the Town, on a monthly basis, a narrative progress and status report describing work in progress and results achieved during the reporting period, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, (iv) other items require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Times, and (v) such other items as Town may reasonably require ("Monthly Report").

8. COMPENSATION AND INVOICES.

8.1 Compensation. Contractor shall be paid on a time and materials basis, not to exceed the total amount set forth in **Exhibit A**, attached hereto and incorporated herein (the

“Contract Price”). Contractor shall be responsible for all expenses it incurs in performance of this Contract and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Contract, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Concurrent with the execution of this Contract, 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 Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

8.2 Pay Requests. On a monthly basis, Contractor shall submit for Town’s review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents. Each Application for Payment shall constitute Contractor’s representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to the Town free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Contractor’s receipt of payment, whichever occurs earlier. An Application for Payment may request payment for equipment and materials which have been purchased by Contractor but not yet incorporated into the Project, provided that (i) the Town is satisfied that the equipment and materials are suitably stored at either the Property or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Town will receive the equipment and materials free and clear of all liens and encumbrances.

8.3 Retainage. The Town shall retain 5% of the value of the Work from all progress payments to Contractor for the Work. A progress payment shall not be considered as acceptance or approval of any part of the Work, and shall not relieve Contractor of responsibility for defective materials or Work. Contractor may request that Town release and allow Contractor to withdraw the whole or any portion of the said sums retained, if Contractor deposits securities with the Town, which are acceptable to Town and approved by Town’s Representative. Such acceptable securities so deposited at all times shall have a market value at least equal in value to the amount so withdrawn. If at any time Town determines that the market value of the acceptable securities theretofore deposited has fallen below the amount so withdrawn, Town may give notice thereof to Contractor, who forthwith shall deposit additional acceptable securities in an amount sufficient to reestablish a total deposit of securities equal in value to the amount so withdrawn.

8.4 Payment / Withholding. Within 30 days following receipt of an Application for Payment, the Town shall pay Contractor all amounts properly due, minus retainage per Section 8.3 of this Contract. If the Town determines that Contractor is not entitled to all or part of an Application for Payment, it will notify Contractor in writing at least five (5) days prior to the date payment is due. Town may withhold amounts from Payment for reasons including, without limitation, the following: (a) defective Work which has not been remedied, (b) third party claims related to the Work or reasonable evidence that third party claims will be filed, (c) Contractor’s failure to pay Subcontractor amounts that are due and owing, (d) reasonable evidence that the



Work cannot be completed for the unpaid balance of the Contract Price or within the Contract Times, (e) damages to Town related to the Work, or (f) Contractor's repeated failure to carry out the Work in accordance with the Contract Documents. The notice shall indicate the specific amounts Town intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify Town's concerns. Contractor and Town will attempt to resolve Town's concerns prior to the date payment is due. Notwithstanding anything to the contrary in the Contract Documents, the Town shall pay Contractor all undisputed amounts in an Application for Payment within the times required by the Contract. Final payment shall be made pursuant to the procedure set forth in § 38-26-107, C.R.S. or any Town Code requirements.

8.5 Appropriation. The Town has appropriated funds equal to or in excess of the Contract Price for the year this Contract is entered into. The issuance of any change order, task order, addendum or other form of order or directive by the Town requiring additional compensable work to be performed that would cause the aggregate amount payable under the contract to exceed the Contract Price is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the costs of the additional work, and that the appropriations are available prior to performance of such additional work.

8.6 Late Payments. 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 Work, 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 Work 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. TIME FOR PERFORMANCE / LIQUIDATED DAMAGES

9.1 Contract Times. Contractor agrees that it will commence performance of the Work and achieve the Contract Times in accordance with **Exhibit A** to this Contract. If Contractor is delayed in the performance of the Work due to Uncontrollable Circumstances, the Contract Times for performance shall be reasonably extended by Change Order (not to exceed the number of days of actual delay), and the Schedule adjusted accordingly. "Uncontrollable Circumstances" means any unanticipated event or condition which is beyond the reasonable control of the Party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to: an act of God, earthquake, tornado, fire, explosion, flood, war, riot or civil disturbance, pandemic event or the presence of Hazardous Materials.

9.2 Liquidated Damages. The Parties recognize that time is of the essence in the performance of this Contract and that Town will suffer financial loss if the Work is not completed within the Contract Times specified in **Exhibit A** of this Contract, plus any extensions thereof allowed in accordance with Section 8.1 hereof or a Change Order signed by both Parties, which damages may include, without limitation, delays in completion and use of the Project, reduced



services to the public, and costs associated with contract administration. The Parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Town five hundred dollars (\$500) for each day that expires after the time specified in **Exhibit A** for Substantial Completion or any proper extension thereof granted by Town, until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in **Exhibit A** for Acceptance or any proper extension thereof granted by Town, Contractor shall pay Town five hundred dollars (\$500) for each day that expires after the time specified for final Acceptance. Total liquidated damages paid by Contractor under this Section 6.3 shall not exceed 10% of the Contract Price.

10. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and nothing in this Contract shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Town. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Contract, 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 Contractor or its employees, sub-Contractors, 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. Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by Contractor will be deemed employees or sub-contractors of Contractor and will not for any purpose be considered employees or agents of the Town, and 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. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than the Town, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Contract.**

11. CONTRACTOR'S REPRESENTATIONS. In order to induce Town to enter into this Contract, Contractor makes the following representations:

11.1 Examination of Contract Documents. Contractor has examined and carefully studied the Contract Documents, including the Addenda thereto, and other related data identified in the Request for Proposal and the Contract Documents.

11.2 Examination of Project Site. Contractor has visited the Project site and any reports provided by the Town regarding the condition of the Project Site, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance,



and furnishing of the Work. Contractor has obtained and carefully studied or assumes responsibility of having done so all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions or surface, subsurface, and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

11.3 Notice of Conflicts or Errors. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents. Contractor has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor.

11.4 Not Suspended, Disbarred or Excluded. Contractor hereby certifies to Town that Contractor is not listed as a suspended, disbarred or excluded on the System for Awards Management (SAM) (formerly known as the Excluded Parties List System ("EPLS")) maintained by the General Work Administration ("GSA").

12. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Contract, 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 Contract, and the Town's obligations to perform under this Contract are specifically conditioned on Contractor's performance as required under this Section 12.

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

14. CONTRACTOR'S INSURANCE.

a. Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Contract, 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 Contract 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 Contract.

b. Prior to commencing any work under this Contract, Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Contract, 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 Contractor subcontracts any portion(s) of the Work, 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 Contractor, provided, however, that subcontractors of Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of Contractor. If the coverage required expires during the term of this Contract, Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Contract; nor shall the purchase of the required insurance serve to limit Contractor's liability under any provision in this Contract. Contractor shall be responsible for the payment of any deductibles on issued policies.

15. BONDS. The Contractor shall provide a payment bond and a performance bond, in the amount of at least one-half of the contract amount, in a form acceptable to the Town, prior to execution of this Contract. The Town may make a claim on such bonds, in addition to other remedies available herein.

16. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to Contractor by the Town, or developed by Contractor as a result of the performance of a particular task, shall remain confidential. In addition, Contractor shall hold in strict confidence, and shall not use in competition, any information which Contractor becomes aware of under or by virtue of this Contract 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 Contractor (ii) provided to Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by Contractor without use of the Town's confidential information. During the performance of this Contract, if Contractor is notified that certain information is to be considered confidential, Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and Contractor. 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. Conflicts. Prior to the execution of, and during the performance of this Contract and prior to the execution of future agreements with the Town, Contractor agrees to notify



the Town of any conflicts of interest known to Contractor that impact Contractor's provision of Work to the Town.

17. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of Contractor prepared pursuant to this Contract, 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 Contractor of the invoices representing the work by which such materials were produced. At the Town's request, Contractor will provide the Town with all documents produced by or on behalf of Contractor pursuant to this Contract. Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Work for a period of two (2) years after termination of this Contract, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

18. LIENS AND ENCUMBRANCES. Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Contract or the performance of the Work contemplated in this Contract assuming Contractor has been paid for all Work rendered. 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 Work performed under or in connection with this Contract. 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 Contractor and/or any other person in connection with the Work undertaken by Contractor, in accordance with Section 1, below.

19. INDEMNIFICATION.

Contractor shall indemnify and save 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 out of the errors and omissions, willful misconduct, criminal, tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including such acts or omissions of employees, agents, subcontractors or representatives of Contractor; provided however, that Contractor 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. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Contract. This indemnification obligation shall survive the expiration or termination of this Contract. The



Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.).

20. ASSIGNMENT. Contractor shall not assign this Contract or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Contract 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.

21. SUBCONTRACTORS. Contractor is solely and fully responsible to the Town for the performance of all Work in accordance with the terms set forth in this Contract, whether performed by Contractor or a subcontractor engaged by 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 Contractor's duties, liabilities, or obligations under this Contract. Prior to commencing any Work, a subcontractor shall provide evidence of insurance coverage to the Town.

22. TERMINATION. This Contract may be terminated for cause or convenience by the Town by giving Contractor thirty (30) days' prior written notice. Each Party may terminate this Contract 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 23. Such notice shall not be required for automatic expiration under Section 2, above. If this Contract is terminated, Contractor shall be paid for all the Work 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 Contract be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Contract which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Contract. In the event of termination of this Contract, 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 Contractor to the Town, unless the Town terminates the Contract for convenience.

23. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Contract, or is otherwise in default of any of the terms of this Contract, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Contract 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 Contract with thirty days advance notice and



enforce the defaulting party's obligations pursuant to this Contract by an action for injunction or specific performance.

24. NOTICES. Any notice or communication required under this Contract must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Contract, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath

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

With copy to: TIMNATH TOWN ATTORNEY

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

Contractor:

\*\* Contractor

GLH Construction, LLC  
Attention: Stephen Kaspar  
970-674-0440 (phone)

## 25. AUDITS AND INSPECTIONS.

25.1 Audit of Records. The Town shall have the right to audit, with reasonable notice, any of Contractor's books and records which may be necessary to substantiate any invoices and payments under this Contract (including, but not limited to, receipts, time sheets, payroll and personnel records), and Contractor agrees to maintain adequate books and records for such purposes during the term of this Contract and for a period of two (2) years after termination of the Contract 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.

25.2 Inspection of Work / Use of Property. Contractor shall allow the Town and its representatives and agents to access, inspect and evaluate the Work at all reasonable times and in a manner that will not unduly delay the Work. Contractor shall furnish, and require all Subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient performance of such duties. Contractor understands that the Town shall continue to operate and use the Property during the term hereof. Contractor shall coordinate with the Town on any temporary relocations as part of the Work.

26. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Parties hereto relating to the Work, 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 Contract are of no force and effect. This Contract may not be modified except by a writing executed by both Contractor and the Town.

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

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

29. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Contract 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, Contractor shall carry on its duties and obligations under this Contract during any legal proceedings and the Town shall continue to pay for the Work performed under this Contract until and unless this Contract 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, Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Contract, but such consent shall not be construed as an admission of fault or liability. Contractor shall not be responsible for delays in the performance of the Work caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Work in a timely manner.



30. 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 Contract requiring budgeting and appropriation of funds beyond the fiscal year in which the Contract was signed are subject to annual budgeting and appropriations.

31. GOVERNMENTAL IMMUNITY. Nothing in this Contract 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.

32. NEGOTIATED PROVISIONS AND PRIORITY. This Contract 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 Contract. In the event of a conflict between the terms of the body of this Contract and the Exhibits attached to this Contract, the terms of the body of this Contract shall control.

33. SEVERABILITY. If any portion of this Contract 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 Contract 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 Contract a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

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

36. 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. 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.

37. COUNTERPART EXECUTION. This Contract 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.

38. TITLES. The titles given to the Articles and Sections of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

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



IN WITNESS WHEREOF, the Parties have executed this Contract 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 Contract.

TOWN:

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



Aaron Adams (May 28, 2025 18:14 MDT)

\_\_\_\_\_  
Aaron Adams, Town Manager

ATTEST:

*Milissa Peters-Garcia*

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

APPROVED AS TO FORM:



\_\_\_\_\_  
Town Attorney

***Town's Signature Page to Construction Contract for Main Street Railroad Crossing  
Project with the Town of Timnath and GLH Construction, dated May 28, 2025***

\*\* CONTRACTOR:

\_\_\_\_\_, a \_\_\_\_\_

Stephen J Kaspar

Stephen J Kaspar (May 29, 2025 06:19 MDT)

Printed Name: Stephen J Kaspar

Title: President

***Contractor's Signature Page to Construction Contract for Main Street Railroad Crossing  
Project with the Town of Timnath and GLH Construction dated May 28, 2025***



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1.1 The Project**

The Main Street Railroad Crossing project (Project) consists of construction of curb, gutter, and detached sidewalk across 100' of railroad ROW at the Main Street railroad crossing. The work area is immediately adjacent to the railroad crossing, and the contractor will be required to get a right of entry permit from Great Western Railroad.

##### **PROJECT SCOPE ELEMENTS**

The work includes construction of curb, sidewalk, and concrete driveway per the attached Plans.

The project work includes:

1. Demolition
2. Earthwork
3. Concrete Work
4. Placement of aggregate base coarse & hot mix asphalt patching.
5. Signage and striping according to the Plans.

Construction shall comply with the following design plans, unless revised by pursuant to a change order approved by both parties Exhibit A – Main Street Rail Road Crossing Plans Dated – Signed 4-25-25 (the “Drawings”). The Drawings, the Contract for the Project and all exhibits, including this Exhibit A, are collectively referred to as the “Contract Documents.”

**1.2 Property.** The Project will be completed on the following property: Main Street at the railroad crossing in railroad Right of Way. (referred to as the “Property” or the Project “Site”).

#### **1.3 Project Time**

The following deadlines shall apply to the Project:

Commencement of Construction Work	Upon Notice to Proceed
Substantial Completion of Project	2 weeks post commencement of construction
Final Acceptance	2 weeks post substantial completion
Warranty	Two years from Substantial Completion

#### **1.4 Project Cost**

Work shall be billed on a time and materials basis not to exceed 81,996.40 (the “Project Cost”).

### **1.5 Other Project requirements:**

- A. Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction Work efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use.
- B. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project other than safety.
- C. Costs to be included in the Work: Costs to be included: labor, materials, tools, equipment, delivery, handling and storage expenses, and supplier and subcontractor mark-ups for management, overhead and profit.
- D. Contractor shall notify Great Western Railway of Colorado (GWR) at least 30 calendar days prior to requesting a GWR flagman for the beginning of the Work. After the initial 30 calendar days' notice, Contractor may request a GWR flagman upon at least 15 calendar days' notice. Additionally, Contractor shall notify GWR 30 calendar days prior to commencing work on GWR property or within 25 feet of the centerline of GWR track. Unless otherwise arranged with GWR.
- E. All work performed under this Contract within the limits of GWR's right of way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by GWR;
- F. Changes or modifications during construction that affect the safety of GWR employees, trains or GWR's on-time operations shall be subject to GWR's approval;
- G. No work will be commenced within GWR's right of way until Town and Contractor have delivered to and secured GWR's approval of a Contractor's Right of Entry Agreement. The Contractor's Right of Entry and all work under this Agreement will comply with the requirements of the Town's Railroad Crossing Construction and



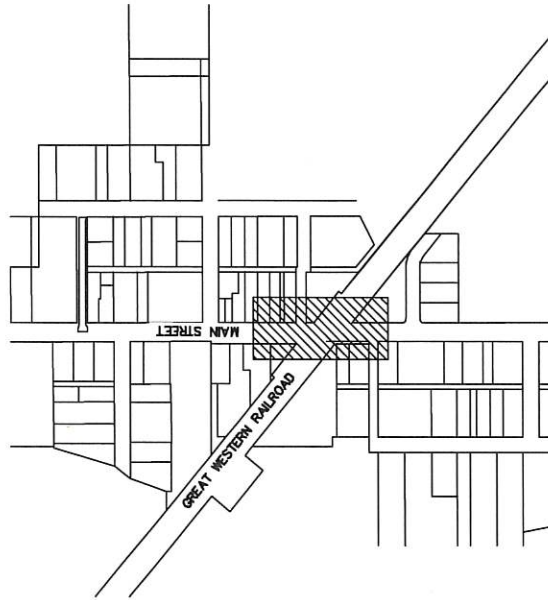
Maintenance Agreement with GWR dated December 16, 2024, for the total duration of time required to coordinate with GWR and complete the Work.

- H. The Contractor shall perform the Work in compliance with GWR's current edition of the OmniTRAX Public Projects Manual (September 2022) and any guidelines or standards furnished by GWR. Contractor shall advise GWR, in writing, of the completion date of the Crossing within 30 days prior to such completion date. Additionally, Contractor must notify GWR, in writing, of the date on which Contractor will meet with GWR for the purpose of making final inspection of the Work

PUBLIC IMPROVEMENT CONSTRUCTION PLANS FOR

# MAIN STREET RAILROAD CROSSING

PART OF THE SOUTHWEST QUARTER OF SECTION 35 AND THE SOUTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF TIMNATH, LARIMER COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE

**OWNER:**

TOWN OF TIMNATH  
4800 GOODMAN STREET  
TIMNATH, CO 80547  
(970) 224-3217  
FAX: (970) 224-3217

**ENGINEERING, PLANNING & SURVEYING:**

TS&I, INC. CONSULTING ENGINEERS  
748 WHALERS WAY  
SOUTH FORT COLLINS, CO 80525  
(970) 226-0557  
FAX: (970) 226-0204

**PROJECT BENCHMARK:**

J 136, TIMNATH ELEMENTARY SCHOOL,  
ELEVATION-4881.35', NAVD 88

**BASIS OF BEARING:**

ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 35, 17N., R.88W., AS BEARING NORTH 00°02'28" WEST  
AND THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 34, 17N., R.88W., AS BEARING NORTH 00°02'28" WEST  
COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM  
1983/2007. A DISTANCE OF 2638.12 FEET WITH ALL OTHER  
BEARINGS CONTAINED HEREIN RELATIVE THERETO.



**INDEX TO PLANS**

- |                         |   |
|-------------------------|---|
| COVER SHEET             | 1 |
| GENERAL NOTES           | 2 |
| HORIZONTAL CONTROL PLAN | 3 |
| SIGNAGE & STRIPING PLAN | 4 |
| RAILROAD CROSSING PLAN  | 5 |
| CONSTRUCTION DETAILS    | 6 |

**LEGEND**

EXISTING RIGHT-OF-WAY	---
EXISTING OVERHEAD ELECTRIC	—O—
EXISTING EASEMENT	---
EXISTING EDGE OF ASPHALT	---
PROPOSED EASEMENT	---
PROPOSED RIGHT-OF-WAY	---
PROPOSED FLOWLINE	---

**ABBREVIATIONS**

ASST	ASSISTANT
BACK	BACK OF CURB
EDGE	EDGE OF PAVEMENT
END	END OF EASEMENT
END	END OF VERTICAL CURVE
FL	FLOWLINE
HP	HIGH POINT
LN	LINEAL FEET
LP	LOW POINT
NOT	NOT TO SCALE
R	RADIUS
R.O.W.	RIGHT OF WAY
ST	STATION
SW	SIDEWALK CURB
STA	STATION
TP	TYPICAL
VE	VERTICAL EASEMENT
V.C.	VERTICAL CURVE

MAIN STREET RAILROAD CROSSING

COVER SHEET



TS&I, INC.  
CONSULTING ENGINEERS  
748 WHALERS WAY  
SOUTH FORT COLLINS, CO 80525  
(970) 226-0557  
FAX: (970) 226-0204

DATE: 08/10/2021 00

SCALE: N.T.S.

DATE: JULY 2022

DATE: 08/10/2021

1 of 6

TOWN OF TIMNATH, COLORADO  
DRAWING APPROVAL  
DATE: JULY 2022  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
IN CHARGE: J. B. BROWN  
IS AGRANTED FOR CONSIDERATION OF DESIGN







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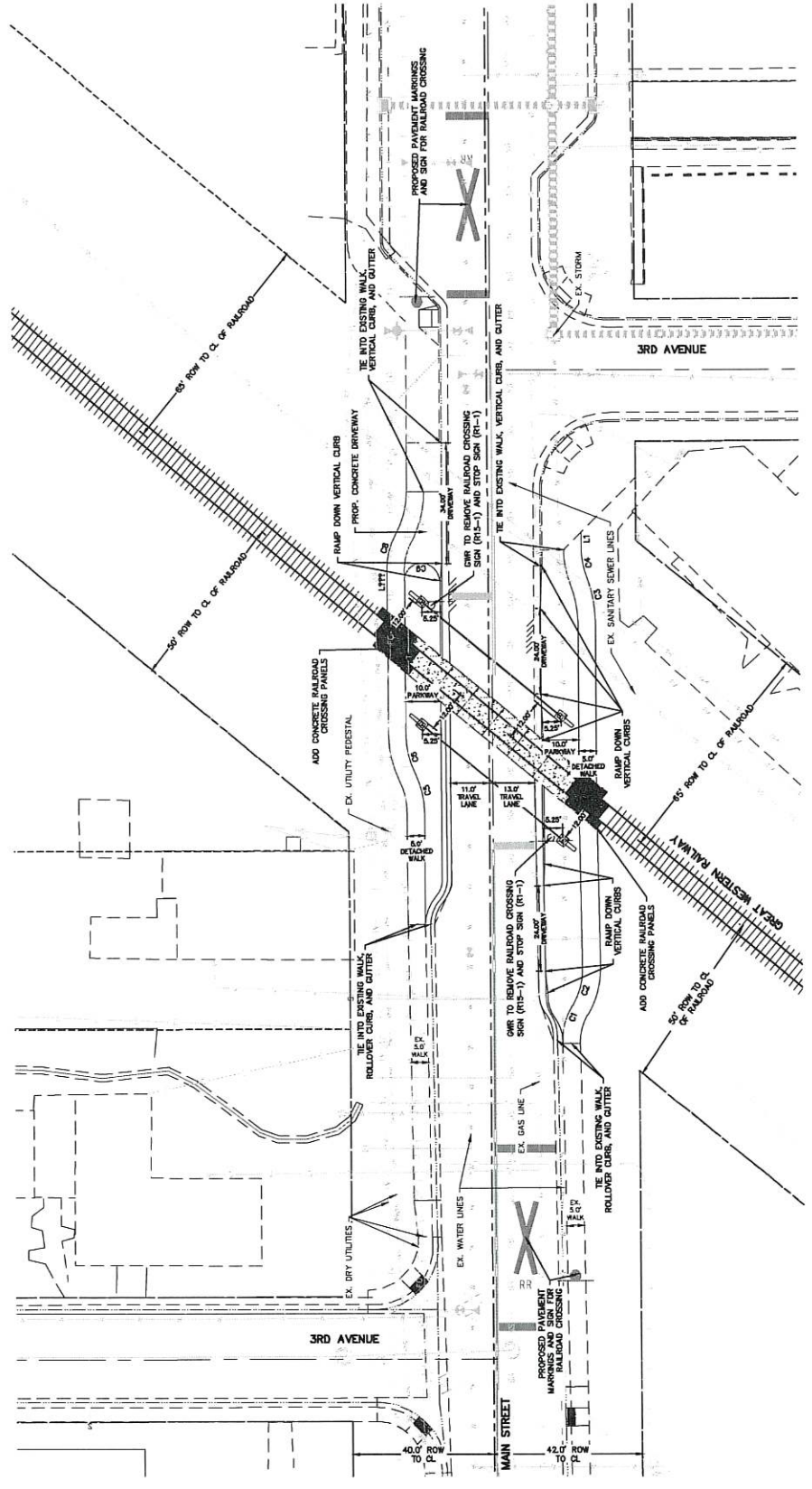
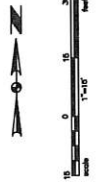


# MAIN STREET RAILROAD CROSSING

## HORIZONTAL CONTROL PLAN

**TST**  
TST, INC.  
CORPORATE HEADQUARTERS  
144, Main Street  
Suite 200  
Cortland, NY 13820  
Phone: 607.755.0707  
Fax: 607.755.0707

DATE: 06/10/2021  
SCALE: 1" = 10'  
SHEET: 3 of 6



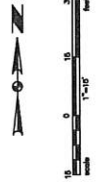
### NOTES

1. SIDEWALKS TO BE FIELD FITTED BASED ON EXISTING ROAD SIDE ELEVATIONS.
2. MAINTAIN MINIMUM FLOW LINE GRADE OF 0.5% FOR DRAINAGE.
3. ALL SIDEWALKS TO HAVE 2% CROSS SLOPE.

LINE TABLE	
LINE	LENGTH   DIRECTION
L1	4.97   N40°00'00"E

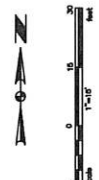
CURVE TABLE			
CURVE	RADIUS	DELTA	BEARING
C1	20.00'	11.18°	320°13'31"
C2	20.00'	11.18°	320°13'31"
C3	20.00'	11.18°	320°13'31"
C4	20.00'	11.18°	320°13'31"
C5	20.00'	11.18°	320°13'31"
C6	20.00'	11.18°	320°13'31"
C7	20.00'	11.18°	320°13'31"
C8	20.00'	11.18°	320°13'31"
C9	20.00'	11.18°	320°13'31"





**NOTES**

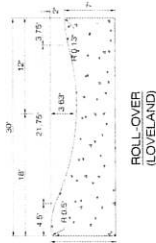
1. SIGNING AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND COLORADO SUPPLEMENT.



**NOTES**

1. CROSSING DOT #244878F  
MAIN ST/CR5 • GREAT WESTERN RAILWAY  
CENTRAL DIVISION/ GREELEY SUBDIVISION  
M.P. 81.24  
LARIMER COUNTY  
TIMNATH, COLORADO





**ROLL-OVER  
(LOVELAND)**

CURB AND GUTTER		
LAHMER COUNTY URBAN AREA STREET STANDARDS	CONSTRUCTION DRAWINGS	REVISION NO: 1
	DATE: 03/01/02	
		DRAWING 701



TST, INC. CONSULTING ENGINEERS



**PROJECT:**

MAIN STREET RAILROAD CROSSING - ROAD WORK

Description	Quantity	Units	Unit Bid Price	Total Bid Price
<b>ADMINISTRATIVE &amp; MISCELLANEOUS</b>				
MOBILIZATION	1	LS	\$3,700.00	\$3,700.00
TRAFFIC CONTROL - ROAD	1	ALLOW	\$7,938.00	\$7,938.00
TRAFFIC CONTROL - RAILROAD (MUST CONTRACT THRU RR)	7	ALL/DAY	\$1,500.00	\$10,500.00
EARTHWORK - (CUT/FILL, IMPORT/EXPORT)	1	ALLOW	\$5,000.00	\$5,000.00
SURVEYING	1	ALLOW	\$3,600.00	\$3,600.00
QUALITY CONTROL TESTING	1	ALLOW	\$3,900.00	\$3,900.00
ABANDON EXISTING STORM INLET/PIPE	1	ALLOW	\$5,000.00	\$5,000.00
SAW CUT ASPHALT	231	LF	\$2.13	\$492.03
<b>ADMINISTRATIVE &amp; MISCELLANEOUS =</b>				<b>\$40,130.03</b>
<b>STREET AND CONCRETE WORK</b>				
CONCRETE DRIVEWAY	159	SF	\$15.15	\$2,408.85
ROLL OVER CURB & GUTTER	76	LF	\$43.32	\$3,292.32
VERTICAL CURB & GUTTER	155	LF	\$42.67	\$6,613.85
5' WALK	243	LF	\$50.70	\$12,320.10
2' ASPHALT PATCH	231	LF	\$46.75	\$10,799.25
<b>STREET AND CONCRETE WORK=</b>				<b>\$35,434.37</b>
<b>SIGNAGE AND STRIPING</b>				
THERMOPLASTIC PAVEMENT MARKING (RAILROAD CROSSING)	2	EA	\$2,040.00	\$4,080.00
ADD W10-9P TO EXISTING RAILROAD CROSSING SIGN	2	EA	\$780.00	\$1,560.00
STOP BAR - 24" THERMO	22	LF	\$36.00	\$792.00
<b>SIGNAGE AND STRIPING SUBTOTAL =</b>				<b>\$6,432.00</b>
<b>Construction Total =</b>				<b>\$81,996.40</b>



**EXHIBIT A-1**  
**CONTRACTOR'S COMPLETED W-9**

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.)

**GLH Construction LLC**

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.

780 E Garden Drive

6 City, state, and ZIP code

Windsor, CO 80550

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number	
------------------------	--

On

Employer identification number

8	4	-	1	5	4	3	1	4	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**

Signature of  
U.S. person

Date \_\_\_\_\_

## 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 Contract.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Work, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Work 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 Contract.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Work, 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 Contract 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 Contractor and its employees and agents who may provide or be responsible for the provision of Work 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 Work of the type to be performed pursuant to this Contract.
6. Professional liability insurance in the minimum amount of \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. (ENGINEER OR ARCHITECT ONLY)



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Stacy Steinbach	
	PHONE (A/C, No, Ext): 800-247-7756	FAX (A/C, No):
INSURED GLH Construction, LLC 780 E Garden Dr Windsor CO 80550	E-MAIL ADDRESS: ssteinbach@holmesmurphy.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Speciality Insurance Co	
	INSURER B: Acuity	
	INSURER C: Pinnacol Assurance Company	
	INSURER D: Hanover Insurance Company	
	INSURER E: SiriusPoint Specialty Insurance Corp	
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 1278000975

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 25,000 Per Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ATN25210502	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZZ0288	3/7/2025	3/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TN2522575	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		4028616	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Leased / Rented Equipment Installation Floater Pollution			IH4J98078303 CPPLD000224300	3/7/2025 3/7/2025	3/7/2026 3/7/2026	Limit - 400,000 Jobsite 100K/Agg 200K Ea Acc 1M/Agg 1M Ded - 5,000 Ded - 1,000 Ded - 1,000

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

Contractual Liability is included in the Commercial General Liability Policy under the Insured Contract definition. Contractual Liability is not an additional coverage part with its own Occurrence/Aggregate Limits. The certificate holder is Additional Insured on General Liability (including ongoing and completed operations & on a Primary & Non-Contributory basis) & Auto Liability as required by written contract with the insured, per policy terms and conditions. General Liability, Auto Liability & Work Comp include as a Waiver of Subrogation in favor of the certificate holder as required by written contract with the insured, per policy terms and conditions.

Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Timnath  
4750 Signal Tree Drive  
Timnath CO 80547

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# AIA Document A312™ – 2010

Bond No. 0869072

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

GLH Construction, LLC

780 E. Garden Drive  
Windsor, CO 80550

### OWNER:

(Name, legal status and address)

Town of Timnath  
4750 Signal Tree Drive  
Timnath, CO 80547

### CONSTRUCTION CONTRACT

Date:

Amount: \$81,996.40

Description: Main Street Railroad Crossing, Timnath, CO  
(Name and location)

### SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company

4200 Six Forks Road, Suite 1400  
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date:

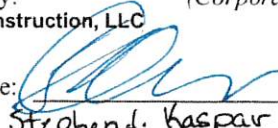
(Not earlier than Construction Contract Date)

Amount: \$81,996.40

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

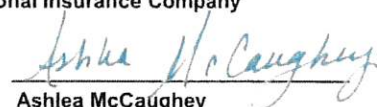
Company: (Corporate Seal)  
GLH Construction, LLC

Signature:   
Name: Stephen D. Kaspar  
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
Harco National Insurance Company

Signature:   
Name: Ashlea McCaughey  
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Holmes, Murphy and Associates, LLC  
7600 East Orchard Road, Suite 230 South  
Greenwood Village, CO 80111  
(720) 622-8357

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)      Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_      Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_      Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0869072

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GRACE RASMUSSEN, ASHLEA MCCAUGHEY, ALISSA CAHALAN, TODD BENGFORD, MARK SWEIGART,  
DONALD E. APPLEBY, SARAH C. BROWN

Greenwood Village, CO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY  
County of Essex

STATE OF ILLINOIS  
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A02256

Irene Martins, Assistant Secretary



# AIA Document A312™ – 2010

Bond No. 0869072

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

GLH Construction, LLC

780 E. Garden Drive  
Windsor, CO 80550

### OWNER:

(Name, legal status and address)

Town of Timnath  
4750 Signal Tree Drive  
Timnath, CO 80547

### CONSTRUCTION CONTRACT

Date:

Amount: \$81,996.40

Description: Main Street Railroad Crossing, Timnath, CO  
(Name and location)

### SURETY:

(Name, legal status and principal place  
of business)

Harco National Insurance Company

4200 Six Forks Road, Suite 1400  
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$81,996.40

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
GLH Construction, LLC

Signature:   
Name: Stephen J. Kaspar  
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
Harco National Insurance Company

Signature:   
Name: Ashlea McCaughey  
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Holmes, Murphy and Associates, LLC  
7600 East Orchard Road, Suite 230 South  
Greenwood Village, CO 80111  
(720) 622-8357

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



Init.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**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,

GLH Construction, LLC

is a

Limited Liability Company

formed or registered on 08/28/1996 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 19961113217 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/27/2025 that have been posted, and by documents delivered to this office electronically through 05/28/2025 @ 15:49:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/28/2025 @ 15:49:46 in accordance with applicable law. This certificate is assigned Confirmation Number 17345993 .



*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."*