

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 45, SERIES 2025**

**A RESOLUTION APPROVING THE 4<sup>TH</sup> AVENUE  
SANITARY SEWER SERVICE LINE 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 Town Council Authorization Form; and

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

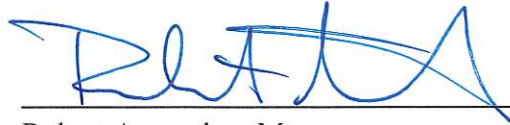
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

The required contract and expenditure of funds up to \$75,024.00 for payment to Aspyn Grading and Excavating Inc. is hereby approved, authorized, and ratified to enter into a contract with Aspyn Grading and Excavating Inc. for the 4<sup>th</sup> Avenue Sanitary Sewer Service Line 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 JUNE 10, 2025.**

**TOWN OF TIMNATH, COLORADO**



Robert Axmacher, Mayor

**ATTEST:**



Milissa Peters-Garcia, MMC  
Town Clerk





## Town Council Purchase Authorization

Date:	June 2, 2025				
Vendor:	Aspyn Grading and Excavating Inc				
Department:	Public Works				
Project:	4th Avenue Sanitary Sewer Service Line				
Description:	The 4th Avenue Sanitary Sewer Service Line project involves the installation of 3 sanitary sewer service lines to residential properties along the north side of 4th Avenue between Kern Street and Timnath Parkway. The three properties are the last remaining properties in the Old Town area that are on septic systems. The contract involves the installation of three 4" sanitary sewer services lines from existing stub outs to the homes. Also, as part of the project, all three septic systems will be fully decommissioned by pumping the contents and filling the tanks with sand.				
Is this purchase more than \$35,000	<u>          x          </u>	Yes	<u>                                </u>	No	
Was a complete bid complete	<u>          x          </u>	Yes	<u>                                </u>	No	
Is this purchase of Real Estate or Land	<u>                                </u>	Yes	<u>          x          </u>	No	
Is this the purchase of Public Art	<u>                                </u>	Yes	<u>          x          </u>	No	
Is this for a purchase that will exceed the approved budget	<u>                                </u>	Yes	<u>          x          </u>	No	
Advantages:	Approval of the contract facilitates the conversion of the last three properties in the Old Town area to public sewer service. Completion of this project fulfills a long-standing community goal.				
Disadvantages:	If the project doesn't move forward, the three properties will remain on septic systems.				
Description	Budget	Encumbrances/ Expenditures to Date	Additional Budget Requested	Requested Purchase Amount	Budget Remaining
4th Street Sanitary Sewer	\$ 242,500.00	\$ 23,900.00	\$ -	\$ 75,024.00	\$ 143,576.00
					\$ -
					\$ -
					\$ -
Financial Impact:	The 2025 budget includes \$242,500 to complete this project. Aspyn Grading and Excavating submitted a cost to complete the work in the amount of \$62,520. Staff also requests a contingency in the amount of 20% due to the complexity of the project. The total amount is therefore \$75,024.				
Recommendation/Justification:	Recommend approval of the resolution entitled "A Resolution Approving the 4th Avenue Sanitary Sewer Service Line Project"				

*Justin Stone*

Jun 2, 2025

Requesting Department Signature

Date

*Rina D'Agliardi*

Jun 2, 2025

Finance Director Signature

Date

*A. Adams*

Aaron Adams (Jun 2, 2025 15:46 MDT)

Jun 2, 2025

Town Manager Signature

Date



**CONSTRUCTION CONTRACT  
FOR THE 4<sup>TH</sup> AVENUE SEWER SERVICE INSTALLATION PROJECT**

This CONSTRUCTION CONTRACT, including any and all exhibits attached hereto (the "Contract"), is entered into as of the 10<sup>th</sup> day of June, 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 Aspyr Grading and Excavating, Inc., an incorporation 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 undertaking a project to install three (3) residential sanitary sewer service lines as described in the Scope of Work attached hereto as **Exhibit A**, and Contractor has agreed to perform Work in connection with construction, replacement, and restoration of public improvements, 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 unit price 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 the 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:            Aspyn Grading and Excavating  
                                P.O. Box 321  
                                Laporte, CO 80535  
                                Attention: Michelle Kreuzer  
                                (970) 482-4451 (phone)  
                                [aspynexcavatinginc@yahoo.com](mailto:aspynexcavatinginc@yahoo.com)

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



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:



Town Attorney

***Town's Signature Page to Construction Contract for the 4<sup>th</sup> Avenue Sanitary Sewer Service Line Installation Project with the Town of Timnath and Aspyn Grading and Excavating, Inc., dated June 10, 2025***



**\*\* CONTRACTOR:**

Aspyn Grading and Excavating, Inc.

  
Michelle Kreuzer (Jun 10, 2025 13:19 MDT)

Printed Name: Michelle Kreuzer

Title: Vice President

***Contractor's Signature Page to Construction Contract for the 4<sup>th</sup> Avenue Sanitary Sewer  
Service Line Installation Project with the Town of Timnath and Aspyn Grading and  
Excavating, Inc., dated June 10, 2025***

**EXHIBIT A**  
**SCOPE OF WORK**

**1.1 The Project**

The "Project" consists of construction of: The 4<sup>th</sup> Avenue Sanitary Sewer Line Installation project includes the connection of three single family residential properties to the 4<sup>th</sup> Avenue sewer main. The three properties are along the north side of 4<sup>th</sup> Avenue between Kern Street and Timnath Parkway. There are three 4" sewer service stubs north of 4<sup>th</sup> Avenue ready for connection to the three parcels. The attached plan and profile of the 4<sup>th</sup> Avenue sewer main shows an approximate depth to the sewer stubs of 14' (Sheet 50 of 57). The Sanitary Sewer Service Line Schematic Design Exhibit shows the general location of the existing stubs and the approximate alignment of the proposed sanitary sewer service lines.

As part of the project, the septic tanks for each property must be fully decommissioned by pumping the contents of the tank and filling the tanks with sand. Sanitary sewer service line clean outs must be provided every 100' along the new service lines and at all changes in vertical or horizontal alignment. The contractor's proposed scope of work must include all labor and materials necessary to complete the conversion of the three residential properties to public sewer service including 4" service line installation, connections to stub outs and homes, service line clean outs, septic tank decommissioning, and site restoration. The Town will accept and encourages alternative means and methods to complete the project.

Construction shall comply with the Request for Proposals (RFP) and the contractor's proposal, unless revised pursuant to a change order approved by both parties. The Town issued RFP, the contractor's proposal, and 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: the north side of 4<sup>th</sup> Avenue between Kern Street and Timnath Parkway (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	
Final Acceptance	
Warranty	Two years from Substantial Completion



#### **1.4 Project Cost**

Work shall be billed on a time and materials basis not to exceed \$62,520.00, (Sixty-Two Thousand Five Hundred Twenty and 00/100) (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.

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



# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Aspyn Grading &amp; Excavating, Inc</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 321</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Laporte, CO 80535</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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


Social security number										
				-				-		
or										
Employer identification number										
8	4			-	1	5	2	8	6	8

## 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 ►
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this 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)  
06/03/2025

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).

<b>PRODUCER</b> Colorado Insurance Advisors 1001-A East Harmony Rd #243  Fort Collins CO 80525		<b>CONTACT</b> NAME: BV Rep - CL PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
<b>INSURED</b> Aspyn Grading & Excavating, Inc. PO Box 321  Laporte CO 80535		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Amherst Specialty Insurance Company INSURER B: Ohio Security Insurance Co INSURER C: Pinnacle Assurance W INSURER D: INSURER E: INSURER F:	
		NAIC # 24082 41190	

COVERAGES CERTIFICATE NUMBER: CL256305140 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		AH02RSC25000030200	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BKS69190444	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		4020697	05/01/2024	05/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Leased and Rented Equipment Automobile Physical Damage			BKS69190444	05/01/2025	05/01/2026	Limit \$175,000 Comp. Ded \$1,000

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

Workers Compensation Information: Proprietors/Partners/Executive Officers/Members Excluded: subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Town of Timnath Attn Town Manager 4750 Signal Tree Drive  Timnath CO 80547	<b>CANCELLATION</b>  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 
--	--

## ADDITIONAL COVERAGES

Ref #	Description Insurer Adjustment				Coverage Code INADJ	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Increased employer's liability				Coverage Code INEL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3 1,000,000	Deductible Amount	Deductible Type	Premium \$189.00		
Ref #	Description Schedule rate adjustment				Coverage Code SRA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$373.00		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00		
Ref #	Description Terrorism				Coverage Code TERR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$20.00		
Ref #	Description Premium discount				Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$407.00		
Ref #	Description Adjst. to reconcile-exp mod. premium				Coverage Code AREM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$1,474.00		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



**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,

ASPIN GRADING & EXCAVATING, INC.

is a

Corporation

formed or registered on 12/10/1999 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 19991231519 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/30/2025 that have been posted, and by documents delivered to this office electronically through 06/03/2025 @ 08:59:09 .

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 06/03/2025 @ 08:59:09 in accordance with applicable law. This certificate is assigned Confirmation Number 17361937 .



*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."*



# THE AMERICAN INSTITUTE OF ARCHITECTS



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**KNOW ALL MEN BY THESE PRESENTS: that** Aspyn Grading & Excavating, Inc  
(Here insert full name and address or legal title of Contractor)

P.O. Box 321, Laporte, CO 80535

as Principal, hereinafter called Contractor, and, Merchants National Bonding, Inc.  
(Here insert full name and address or legal title of Surety)

P.O. Box 14498, Des Moines, IA 50306-3498

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Timnath  
(Here insert full name and address or legal title of Owner)

4750 Signal Tree Drive

as Obligee, hereinafter called Owner, in the amount of sixty-two thousand five hundred twenty

Dollars (\$ \$62,520.00 )

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Aspyn Grading & Excavating, Inc

Contractor has by written agreement dated June 10, 2025 , entered into a contract with Owner for  
4th Avenue Sewer Service Installation Project - multiple locations, Timnath, CO

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architea)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of

completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

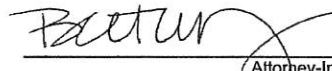
Signed and sealed this 16th day of June 2025

**PRINCIPAL:**

Aspyn Grading & Excavating, Inc



**SURETY:** Merchants National Bonding, Inc.



Attorney-In-Fact

Brandi J Tetley



1705 17<sup>th</sup> Street, Suite 100  
Denver, CO 80202  
(303) 534-4567



# MERCHANTS BONDING COMPANY<sup>TM</sup>

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Brandi J Tetley**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of June, 2025.



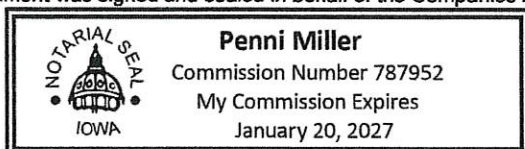
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2025.



Secretary

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**ADDENDUM TO BOND**

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

**MERCHANTS NATIONAL BONDING, INC.**



By: \_\_\_\_\_

*Larry Taylor*  
Larry Taylor, President



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

Bond No.: 101540924

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **Aspyn Grading & Excavating, Inc**  
(Here insert full name and address or legal title of Contractor)

P.O. Box 321, Laporte, CO 80535

as Principal, hereinafter called Principal, and **Merchants National Bonding, Inc.**  
(Here insert full name and address or legal title of Surety)  
P.O. Box 14498, Des Moines, IA 50306-3498

as Surety, hereinafter called Surety, are held and firmly bound unto **Town of Timnath**  
(Here insert full name and address or legal title of Owner)

4750 Signal Tree Drive

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **sixty-two thousand five hundred twenty**  
(Here insert a sum equal to at least one-half of the contract price) **Dollars (\$ \$62,520.00** ).  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Aspyn Grading & Excavating, Inc**

Principal has by written agreement dated **June 10, 2025**, entered into a contract with Owner for  
**4th Avenue Sewer Service Installation Project - multiple locations, Timnath, CO**

in accordance with Drawings and Specifications prepared by  
(here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, post-

age prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

16th

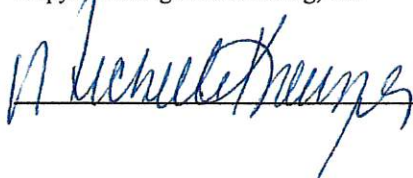
day of

June

2025

**PRINCIPAL:**

Aspyn Grading & Excavating, Inc



**SURETY:** Merchants National Bonding, Inc.



Brandi J Tetley

Attorney-In-Fact



1705 17<sup>th</sup> Street, Suite 100  
Denver, CO 80202  
(303) 534-4567



# MERCHANTS BONDING COMPANY™

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**Brandi J Tetley**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

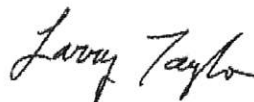
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of June, 2025.

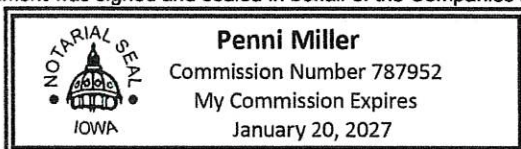


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY


By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

  
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

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Secretary

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

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All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

**MERCHANTS NATIONAL BONDING, INC.**



By: \_\_\_\_\_

*Larry Taylor*  
Larry Taylor, President