

**TOWN OF LYONS, COLORADO  
RESOLUTION 2021-07**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING A  
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR  
4<sup>TH</sup> AVE PEDESTRIAN BRIDGE, TRAIL CONNECTIONS, AND STREET  
IMPROVEMENTS, PROJECT 20-4AVE-PB-01, WITH MURRAYSMITH, INC.**

**WHEREAS**, the Town of Lyons (the "Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

**WHEREAS**, the Town desires to enter into a contract for Design Services for 4th Ave Pedestrian Bridge, Trail Connections, and Street Improvements Project ("Project") as part of Flood Recovery; and

**WHEREAS**, the Town issued a Request for Proposals for the Project in accordance with Colorado law on the BidNet Direct system and OEDIT on November 20, 2020; and

**WHEREAS**, Town Staff has evaluated the proposals received by the deadline of March 4, 2020 from three companies that submitted proposals with the specific criteria set forth in the RFP and selected the most qualified company for the Project based on the weighted selection criteria provided in the RFP; and

**WHEREAS**, it is the desire and intent of the Town Board of Trustees ("Board") to award a contract for the Project to the most qualified proposer who submitted a proposal in compliance with the stated requirements of the RFP; and

**WHEREAS**, the Board, after consideration of the proposals submitted and the recommendation of the Town Staff, the Town Engineer, and the Project Consultants, finds that the proposal submitted by Murraysmith, Inc., a Colorado corporation (the successful proposer, hereinafter the "Contractor"), qualifies that company as the most qualified proposer; and

**WHEREAS**, it is in the best interests of the Town to award a contract for the Project to the Contractor in the not-to-exceed amount of **ONE HUNDRED FIFTY-SEVEN EIGHT HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$157,823.00)** stated in the Professional Services Agreement, based on the specific scope of work set forth in the Contractor's proposal and the fee and rate schedule associated with the Project; and

**WHEREAS**, expenses for this Professional Services Agreement are eligible for reimbursement through the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") administered by the Boulder County Collaborative; and

**WHEREAS**, the Town desires to enter into a Professional Services Agreement with the Contractor in substantially the form attached hereto as **Exhibit "A"** to have the Contractor perform the work described with particularity in the Project; and

**WHEREAS**, the Town of Lyons Board of Trustees desires to award the proposal to the Contractor and to approve the Professional Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:**

**Section 1. The above recitals are hereby incorporated by reference**



**Section 2.** The Town Board of Trustees hereby:

- (a) awards the proposal for RFP 20-STRM-01 for the Design Services for Stormwater Improvements Project and approves a Professional Services Agreement with Anderson Consulting Engineers, Inc. in the not-to-exceed amount of **ONE HUNDRED FIFTY-SEVEN EIGHT HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$157,823.00)**;
- (b) authorizes the Town Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Professional Services Agreement as may be appropriate that do not substantially increase the obligations of the Town;
- (c) authorizes Town Staff to complete final revisions to exhibits and to attach such exhibits to the Professional Services Agreement in consultation with the Town Attorney;
- (d) authorizes Town Staff complete and send to the Contractor a Notice of Award and the completed Professional Services Agreement for review and signature;
- (e) authorizes the Mayor to execute the complete Professional Services Agreement on behalf of the Town after Contractor has signed the Professional Services Agreement;
- (f) authorizes Town Staff to complete and send to the Contractor a Notice to Proceed after the Mayor has reviewed and executed the Professional Services Agreement.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY 2021.**

## TOWN OF LYONS

BY:

Nicholas Angelo  
Nicholas Angelo, Mayor

ATTEST

Dolores M. Vasquez  
Dolores M. Vasquez, CMC, Town Clerk



**Town of Lyons  
PROFESSIONAL SERVICES AGREEMENT**

**Project/Services Name: Design Services for 4<sup>th</sup> Ave Pedestrian Bridge,  
Trail Connections, and Street Improvements  
Project#: 20-4AVE-PB-01**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12<sup>th</sup> day of February 2021, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town"), and Murraysmith, Inc. with offices at 850 W. South Boulder Rd. #200, Louisville, CO 80027 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated all proposals; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

- 1.1 **Services.** The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in Exhibit A (the "Services"). Exhibit A describes the requirements and deliverables required by this Agreement and is attached hereto and incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.



- 1.2 Town Representative. The Town assigns Tracy Sanders, as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in Exhibit A as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked in Section 11.0 below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## 2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **ONE HUNDRED FIFTY-SEVEN EIGHT HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$157,823.00)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.
  - A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in Exhibit B subject to the not to exceed amount set forth in this Section. **These invoices for payment should be emailed to ap@townoflyons.com or mailed to Town of Lyons, P.O. Box 49, Lyons, CO 80540.** Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the



fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

- B. **Final Payment.** Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with amendments approved per Section 2.3 of this Agreement, if applicable, less all previous payments to the Contractor.
- C. **Extra Work.** Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. **Receipts.** The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 **Reimbursable Expenses.** If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

2.3 **Increases in Compensation or Reimbursable Expenses.** Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

2.4 **Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.

2.5 **Town Dispute of Invoice or Invoiced Item(s).** The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

3.1 **General.** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct

all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

- 3.5 **Subcontractors.** The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 **Standard of Performance.** In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 **Review of Books and Records.** The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 **Licenses and Permits.** The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 **Affirmative Action.** The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

## 4.0 TERM AND TERMINATION

- 4.1 **Term.** This Agreement shall be effective on the date of mutual execution (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on the 30th day of April, 2021**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 **Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 **Town Unilateral Termination.** This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
  - A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
  - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
  - C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.
- 4.4 **Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of

this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

- 4.5 **Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 4.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5.0 INSURANCE

**Insurance Generally.** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of two million Dollars (\$2,000,000.00) aggregate, plus an additional amount sufficient to pay

related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.1 **Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

- A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.
- B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.2 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.3 **Insurance Certificates.** **Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance and all necessary endorsements.** Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. **Certificates of insurance shall reference the Project/Services Name as identified on the first page of this Agreement.** The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

6.1 **Notices of Claim.** A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 **Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure.** In the event any claim is asserted by a third party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

- A. The Contractor shall not be entitled to and shall not defend such claim; and
- B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
- C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
- D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 **Indemnification for Certain Claims.** For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 **Defense of Claims.**

A. **Claims Against Both the Town and Contractor.** In the event any claim is asserted by a third party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct

and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

B. **Claims Against Only One Party.** In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

## 7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

7.1 **Retention and Open Records Act Compliance.** All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

7.2 **Town's Right of Inspection.** The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **8.0 FORCE MAJEURE**

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

## **9.0 REMEDIES**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E.  Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.
- 10.3 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 **No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and

conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 10.6 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.8 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 10.9 **Interpretation and Mutual Negotiation.** It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

- 10.10 **Paragraph Captions.** The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 10.15 **Notices.** Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town: If to Contractor:

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	NAME ADDRESS ATTN: Andrew Midwood 850 W South Boulder Road #200 Louisville, CO 80027
With Copy to: Attn: Town of Lyons Town Attorney Kissinger & Fellman, P.C. Ptarmigan Place, Suite 900 3773 Cherry Creek North Drive Denver, CO 80209	With Copy to:

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

## 11.0 ATTACHMENTS

11.1 Attachments. The following are attached to and incorporated into this Agreement by reference:

- Scope of Work (**Exhibit A**)
- Compensation (**Exhibit B**)
- Federal Emergency Management Agency ("FEMA") Grant Program Requirements for Procurement Contracts (**Attachment C**)
- Colorado Community Development Block Grant Disaster Recovery Program ("CDBG-DR") Requirements for Contracts (**Attachment 1**)
- Economic Development Administration ("EDA") Requirements for Procurement Contracts (**Attachment \_\_\_\_**)
- Patent Rights for Small Business Firms and Non-Profit Organizations (**Attachment \_\_\_\_**)

Contractor's Certificate(s) of Insurance  
 Contractor Proof of Professional Licensing  
 Other: \_\_\_\_\_

11.2 Applicability of Davis-Bacon Act and Other Terms in Attachments. If the Town is receiving CDBG-DR Funds and/or funding from the EDA for the Project that is the subject of this Agreement, then both funding sources require certain terms and conditions to be integrated into this Agreement through the Attachments. However, certain terms of the required Attachments apply to construction contracts only.

A.  If this box is checked, this Agreement is a contract for professional services for the Town of Lyons and certain terms or provisions in the required Attachments to this Agreement do not apply because this Agreement is not a construction contract. Terms and provisions in the Attachments setting forth requirements for the following do not apply to this Agreement:

- The Davis-Bacon Act, § 40 U.S.C. 3141 – 3148, as supplemented by U.S. Department of Labor regulations (29 CFR, Part 5); and
- Any other term or provision applicable only to construction contracts.

B. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

C. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Project is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided

D. Compliance with Laws. If the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety, then Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government.

## **12.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGE FOLLOWS*

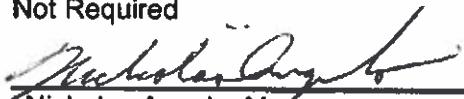
**THIS AGREEMENT** is executed and made effective as provided above.

**TOWN OF LYONS, COLORADO:**

Approval by Town Board of Trustees

Not Required

By:

  
Nicholas Angelo, Mayor

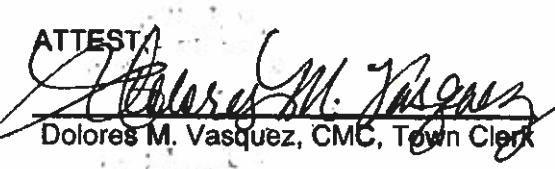
Approval by Town Administrator

Not Required

By:

Victoria Simonsen, Town Administrator

ATTEST:

  
Dolores M. Vasquez, CMC, Town Clerk

APPROVED AS TO FORM (Excluding  
Exhibits)

Not Required

Brandon Dittman

Brandon Dittman (Feb 25, 2021 12:04 MST)

For Town Attorney's Office

**CONTRACTOR:**

By: 

Printed name: Joel Price

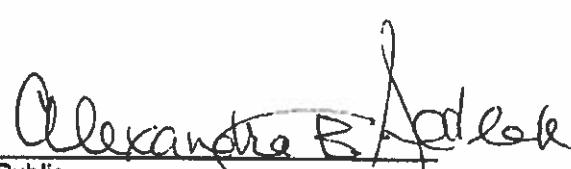
Its: Principal Engineer, Murraysmith

STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing Professional Services Agreement was acknowledged before me this 3rd day of  
February, 2021, by JOEL PRICE as PRINCIPAL ENGINEER of Murraysmith,  
Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: SEPT 1, 2022  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984012110  
MY COMMISSION EXPIRES MAY 1, 2022

  
Notary Public  
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))



**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF LYONS, COLORADO:**

### Approval by Town Board of Trustees

Not Required

By:

Not Required

**Approval by Town Administrator**

Not Required

Bv.

Victoria Simonsen, Town Administrator

ATTEST

Dolores M. Vasquez, CMC, Town Clerk

APPROVED AS TO FORM (*Excluding  
Exhibits*)

Not Required

---

**For Town Attorney's Office**

**CONTRACTOR:**

By: Jeff Price

Printed name: JOEL PRICE

Its: Principal Engineer, Murraysmith

STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing Professional Services Agreement was acknowledged before me this 3rd day of February, 2021, by JOEL PRICE as PRINCIPAL ENGINEER of Murraysmith, Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 05/01/2024  
ALEXANDRA B. SEBIAK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984012110  
MY COMMISSION EXPIRES MAY 1, 2022

**Notary Public**  
**(Required for all contracts (C.R.S. 5.8-40-202(2)(b)(IV)))**

# EXHIBIT A

## SCOPE OF WORK

The Consultant will work closely with the Town of Lyons to perform the work necessary to manage and coordinate the project; perform supporting survey, permitting and geotechnical services; evaluate alternatives and complete the design; and develop final plans, specifications, and an opinion of probable cost package for bidding and construction. The proposed scope is described in more detail below.

### Project Kickoff/Site Assessment

After the Notice to Proceed (NTP) is issued, we will schedule, prepare for, and conduct a Project Kickoff Meeting. The project kickoff meeting will focus on discussing:

- Project budget
- Overall project schedule
- Key milestones and decision points for the project to meet the funding schedule requirements
- Critical success factors from the Town's perspective
- Communication preferences

### Geotechnical Services, Surveying and Utility Identification

Following the kickoff meeting, a site walk will be conducted to discuss the existing conditions, potential concerns and constraints, and alternative options to be considered.

Field activities for surveying will be scheduled as early as possible to ensure the background data necessary to complete the design is available when needed. Topographic survey will be collected for the anticipated project area to provide the base information required for the design. The survey will capture all the recently completed improvements in the project corridor. In conjunction with the field survey, existing underground utilities will be located and surveyed for inclusion in the base map.

An evaluation of the survey data will be completed to identify potential conflicts between the proposed improvements and the existing utilities, in accordance with the State of Colorado Subsurface Utility Engineering requirements outlined in Colorado Senate Bill 18-167. As necessary, any potential relocations will be identified. If Town-owned utilities are required to be relocated, their design will be included with the project documents.

The licensed land surveyor on the team will assist with the preparation of any required easements identified during the design of the bridge, path, and sidewalks.

Two (2) geotechnical soil borings (boreholes) are proposed for characterization of subsurface conditions to assist with the development of foundation design recommendations for the 4th Avenue Pedestrian Bridge over Saint Vrain Creek in Lyons, Colorado. Based on the geologic setting of the project, it is anticipated that drilling will encounter significant cobble and boulder-sized subsurface material associated with Saint Vrain Creek while advanced the geotechnical boreholes. The geotechnical fieldwork will be scheduled once a final alignment

for the bridge is determined so that the borings are within or as close to the proposed abutment locations as possible.

The boreholes will be drilled at each abutment location and advanced to depths of approximately 45 feet to 60 feet. The two boreholes will be located to provide information appropriate to design a single-span structure. Subsurface samples will be obtained from each borehole. Due to the anticipated cobble/boulder material, specialized drilling methods (ODEX) are best suited to advance the boreholes drill through the cobbles/boulders and into bedrock.

Selected samples will be tested for pertinent engineering properties including, but not limited to, moisture content and dry density, Atterberg Limits, grain size (sieve) analysis, swell/consolidation potential, subgrade Resistance R-Value, electrical resistivity, pH, water-soluble chlorides, and water-soluble sulfates. Drill logs of the subsurface conditions will be prepared and will include documentation of depths to groundwater and bedrock, if encountered, at the time of drilling.

### General Design Services

The first stage of design will be to identify and evaluate with Town staff the potential path and bridge alignment alternatives. The alternative alignments will be evaluated for user benefits, utility and property impacts, and cost effectiveness. Alternative alignments that do not meet the minimum requirements of the Federal grant will not be considered. It will be critical to the schedule to fully evaluate the options and identify any "fatal flaws" as early as possible in order to establish a consensus on the preferred location and alignment of the bridge and path.

Once the alignment is set, the construction limits can be evaluated and designed to match into the existing conditions, such as at the back of path or sidewalk. Thorough understanding the construction limits will allow for prompt identification of any needed easements for work outside of Town right of way. Then the project can efficiently move into the design phase, which includes elements such as fine grading, ADA ramps, and the connections where the proposed improvements will need to tie into existing infrastructure.

Preliminary structure design involves determining the bridge span length and pedestrian profile for the walking surface by using a collaborative approach to meet all relevant hydraulics requirements and bridge design parameters. Determining the bridge vertical location and span length to pass the hydraulic flows results in an integrated bridge and hydraulic solution. The pedestrian bridge deck walking surface profile is then established by working up from the flood water surface, freeboard, and structure depth. Abutments are located on the riverbanks as supports for the bridge superstructure. The preliminary design will be documented in the Structure Selection Report, bridge

layout drawing, and construction cost estimate as part of the 60% Design Package.

Final structure design involves preparing the specification requirements for a prefabricated bridge superstructure, including pedestrian loading, maintenance vehicle loading, allowable deflections, and requirements for railings to protect pedestrians. Final design also involves design of abutments to support the bridge superstructure, including lateral restraints and scour protection. Plans are prepared and compiled. Calculations and plans are checked using the established Quality Management System procedures. Pay items and quantities are compiled in the plans and bid documents.

To protect the new bridge and comply with agency regulations, geotechnical design of the bank stabilization and hydraulic modeling and analysis will be completed to ensure the long-term success of the project and a no-rise condition for the construction in the floodway. The extents and details of an engineered embankment will be designed for long-term stabilization against erosion and scour. A scour analysis and counter measure design will be completed to adequately protect the bridge from flood forces using guidance from HEC-23. The results of the hydraulic modeling will be documented for use in the permitting process. The previously completed geotechnical work for the bank stabilization will be confirmed and incorporated into the project documents. Any necessary revisions to accommodate the bridge abutments and their required scour countermeasures will be included.

## Permitting

We will provide the Town of Lyons with support for their environmental clearances for both the HUD and FHWA NEPA processes. We have extensive experience in administering 2013 flood recovery design and construction projects through both funding mechanisms and understand the different documentation needs of both agencies. It is understood that the town will provide the HUD EA for the CDBG grant and will require assistance with documentation. The selected design firm will also

provide all documentation for the SRTS grant as administered by CDOT Region 4's local agency program, which requires a "128" environmental clearance prior to advertisement. Further, to reduce redundancy, we will work with CDOT to explore the possibility of using some of the HUD EA clearances for the SRTS clearances, when possible.

### ***Our environmental specialists will provide the following analysis:***

**404 Permitting and Aquatic Resources:** Our wetland specialist will perform a wetland delineation of the site and provide all associated reports and permits with the US Army Corps of Engineers. The pedestrian bridge and bank stabilization efforts will require 404 permitting. We will also assist design staff with exploring bio-engineering solutions for the banks.

**Hazardous Materials:** Our team will generate a GeoSearch radius report (Initial Site Assessment) for the corridor and within ½ mile of all proposed construction detailing potentially hazardous waste locations. We do not anticipate any hazardous material impacts, but we will provide specifications in the plans to address any findings and will provide a technical report and CDOT Form 881 in support of the 128.

**Cultural Resources and Historic 4(f):** We will work with Centennial Archeology to provide cultural clearance in compliance with Section 106 of the National Historic Preservation Act. Centennial's services include coordinating with CDOT, recordation of resources, SHPO correspondence, and historic 4(f) determination. Centennial has extensive experience coordinating with CDOT and local agencies. This proves invaluable in maintaining project schedules in conjunction with historic assessments and accompanying 4(f) evaluations.

**Biological Resources:** Our wildlife biologist will conduct a field analysis for noxious weeds, migratory birds, state listed, and threatened and endangered (T&E) species presence. Active nest sites will be noted, and specifications will be created to ensure compliance with the Migratory Bird Treaty Act (MBTA).



It is not anticipated that any federally listed T&E species for Colorado species of concern will be found in the project area due to corridor development. A streamlined CDOT approved review process (SWIFT) will be used for this documentation. A technical memorandum will be provided to the town for these resources. This project will also be subject to SB40 requirements for the bridge since CDPHE is administering the HUD funds. It is assumed the Town will manage this but can provide assistance as needed.

**Non-Historic 4(f)/6(f):** The proposed trail alignment ties into an existing recreational facility at the southern end, Bohn Park. We anticipate that any slight impacts to the park can be documented with an exclusion form and will provide that to CDOT. We will prepare and submit a Town of Lyons Floodplain Development Permit and no-rise certification with the associated hydraulic analysis necessary to satisfy the no-rise criteria. We will also prepare and submit the required CDOT permits to initiate the review process and minimize the delays associated with waiting until a construction contractor is onboard to start the CDOT permit process.

## Construction Plans

The 60% design will be the result of the initial and on-going input from Town staff; progress meetings and site visits; survey, geotechnical and environmental field work; and iterations of design alternatives. This design will be documented in the 60% Design Package that will include draft specification modifications to the Town standards, an engineer's opinion of probable cost, and the following plan sheets at a minimum:

- Cover sheet, general notes, and construction details
- Plan and profile conceptual layouts of proposed bank stabilization
- Plan and profile conceptual layouts of pedestrian bridge and approaches
- Conceptual Traffic Management Plan

Conceptual Stormwater Management Plan

Conceptual Erosion Control Plans

Following a review meeting with the Town, final design will incorporate any comments and decisions from the review meeting and advance the 60% design documents. Additional plan sheets will be added as necessary to incorporate additional design details and information. A revised set of specifications and engineer's opinion of probable costs will be completed to reflect the 90% design. The 90% Design will include another progress meeting to review the final details and revisions from 60% design.

The 100% design will incorporate any final comments and direction from the Town. The final plans will be stamped by the engineer of record and will be the basis for the Bid Documents. At a minimum, the 100% Design Package will include the following:

- Cover sheet, general notes, and project information
- SUE Utility Sheet

- Demolition
- Grading Plan
- Typical Sections & Cross Sections
- Planting Plan & Schedule
- Traffic Management Plan
- Stormwater Management Plan
- Erosion Control Plans
- General Details
- Engineer's Opinion of Probable Cost
- 100% Specifications based on revisions to the Town Standards and Specifications as appropriate.

## Bid Advertisement

Our design team will support the Town project manager during bidding. We will prepare the bid package documents, attend the pre-bid meeting, and prepare any required addenda to answer bidder questions or provide clarifications. Following the bid closing, we will prepare a bid tabulation and make a recommendation to award to support the Town staff in awarding the project.

## Construction Administration Services

At the start of construction, our project manager and appropriate design staff will attend the pre-construction meeting. The design team will prepare responses to RFIs throughout the construction process, coordinating with Town staff to ensure the Town's preferences are continuing to be met. We will also attend up to eight (8) construction progress meetings.

## Project Closeout

Following the completion of construction, our design team will coordinate with the contractor to prepare a set of record drawings, incorporating the contractor's as-builts and recording any revisions made to the design during construction. We will attend a substantial completion site visit to develop a punch-list of items remaining to complete the project. After all the punch list items have been completed, we will attend the final acceptance walkthrough to verify completion and recommend acceptance of the improvements by the Town.

A final closeout package will be prepared that will include the following:

- All construction observation reports from site visits
- Record drawings
- A Basis of Design Report summarizing the design process, assumptions and criteria or standards used, major project decisions, alternatives considered
- RFIs
- Punchlist and recommended acceptance letter

Murraysmith and Subconsultants confirms the company agrees with following the Section 3 requirements

**CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B**

**TABLE A**

## PROPOSED SUBCONTRACTS BREAKDOWN

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

\*The Project Area is coextensive with the City/Town of: \_\_\_\_\_ boundaries.

Manayunk  
Company

---

**Company**

4th Ave Ped Bridge 20-4AVE-PB-01

### Project Name

*Joe Kline*  
CEO Officer (Signature)

~~EEO Officer (Signature)~~

20 - 4AVE - PB - 01

**Project/IFB Number**

2-5-2021

Date

Murraysmith and Subconsultants confirms the company agrees with following the Section 3 requirements

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	3	3	0	0
Professionals	10	10	0	0
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE:**

Journeymen	N/A			
Apprentices	N/A			
Maximum No. Trainees	N/A			
Others				

**TRADE:**

Journeymen	N/A			
Apprentices	N/A			
Maximum No. Trainees	N/A			
Others				

\*Lower Income Project Area Residents. A Section 3 qualifying person is one whose household resides in Boulder County and whose income does not exceed the income limit for the size of household as per the Section 8 Income Limits for Boulder County.

**MURRAYSMITH**

Company

## **CERTIFICATION OF BIDDER REGARDING SECTION 3**

**NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)**

MURRAYSMITH

**Name of Prime Contractor**

4TH AVENUE PED BRIDGE 20-4AVE-PB-01

**Project Name and Number**

**The undersigned hereby certifies that:**

A. The positions listed under Part B that have been filled by MURRAYSMITH  
(Name of Prime Contractor)

were not filled to circumvent the contractor's obligation to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment positions filled since 0.  
(Date of Selection)

**Employment Positions Filled:**

8

Handwriting practice lines for the word 'apple'.

JOEL PRICE

**Name and Title of Signer**

Signature

2/5/2021

Date

### SECTION 3 CERTIFICATION FOR BUSINESS

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Project Name: 4TH AVE PED BRIDGE Contract Number: 20-4AVE-PB-01

Contractor Name: MURRAYSMITH

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business?  Yes  No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

- Is owned (51% or more) by Section 3 residents (defined below \*)
- Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

\* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_CO\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

Signature



JOEL PRICE

Name (printed)

PRINCIPAL

Title

2/5/2021

Date



# **CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**

2/4/2021

12/31/2021

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> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>	<b>FAX (A/C. No.):</b>
	<b>PHONE (A/C. No. Ext):</b>	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A : Lexington Insurance Company</b>	<b>19437</b>
	<b>INSURER B : Hartford Insurance Co of the Midwest</b>	<b>37478</b>
	<b>INSURER C : Great American Insurance Company</b>	<b>16691</b>
	<b>INSURER D : Manufacturers Alliance Insurance Company</b>	<b>36897</b>
	<b>INSURER E : Pennsylvania Manufacturers' Assoc Ins Co</b>	<b>12262</b>
	<b>INSURER F : AXIS Surplus Insurance Company</b>	<b>26620</b>

## COVERAGES

**CERTIFICATE NUMBER:** 17351743

REVISION NUMBER: XXXXXXX

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								
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		\$ 1,000,000						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR		035417916	12/31/2020	12/31/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 1,000,000						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					MED EXP (Any one person)		\$ XXXXXXXX						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					PERSONAL & ADV INJURY		\$ 1,000,000						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					GENERAL AGGREGATE		\$ 2,000,000						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					PRODUCTS - COMP/OP AGG		\$ 2,000,000						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							\$						
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:	<input type="checkbox"/>	<input type="checkbox"/>													
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC													
	OTHER:															
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	84 UEN OL5490	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000						
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					BODILY INJURY (Per person)		\$ XXXXXXXX						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					BODILY INJURY (Per accident)		\$ XXXXXXXX						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)		\$ XXXXXXXX						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							\$ XXXXXXXX						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	N	TUE 3274463 01	12/31/2020	12/31/2021	EACH OCCURRENCE		\$ 10,000,000					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						AGGREGATE		\$ 10,000,000					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								\$ XXXXXXXX					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<input type="checkbox"/> N	N	2020010468405Y (AOS) 2020010468405B (HI)	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<input checked="" type="checkbox"/> PER STATUTE	OTH- ER						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT		\$ 1,000,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000					
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000					
F	Professional & Environmental Liability			N	N	EBZ634816/01/2020	12/31/2020	12/31/2021	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$100,000							

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

RE: Ms Project No. 21-3039 - 4th Ave Ped Bridge, Trail Connections, and Street Improvements. Town of Lyons, and its elected officials, officers, employees and agents are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

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**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

17351743  
Town of Lyons  
432 5th Ave  
Lyons CO 80540

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

*John*

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Town of Lyons  
432 5th Ave  
Lyons CO 80540

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17351743**.

- Email: [STL-edelivery@lockton.com](mailto:STL-edelivery@lockton.com)
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

***The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.***

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**

**Lockton Companies**

Three CityPlace Dr. Suite 900 / St. Louis, MO 63141-7088  
314-432-0500 / [lockton.com](http://lockton.com)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership or joint venture,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory If Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

- 4.5 **Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 4.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## **5.0 INSURANCE**

**Insurance Generally.** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of two million Dollars (\$2,000,000.00) aggregate, plus an additional amount sufficient to pay

related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.1 **Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

- A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.
- B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.2 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.3 **Insurance Certificates.** **Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance and all necessary endorsements.** Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. **Certificates of insurance shall reference the Project/Services Name as identified on the first page of this Agreement.** The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

6.1 **Notices of Claim.** A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 **Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure.** In the event any claim is asserted by a third party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:



### SECTION 3 CERTIFICATION FOR BUSINESS

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Project Name: 4TH AVE PED BRIDGE Contract Number: 20-4AVE-PB-01

Contractor Name: RockSol Consulting Group

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business?  Yes  No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

- Is owned (51% or more) by Section 3 residents (defined below \*)
- Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

\* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_CO\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.



Transportation Manager

Signature

Title

Tim Tuttle

2/5/2021

Name (printed)

Date



**Town of Lyons**  
Double Gateway to the Rockies  
**Business License**

**License No: 4419**

**Issued by:**

**TOWN OF LYONS**  
PO Box 49  
432 5th Avenue  
Lyons, CO 80540  
303-823-6622

**Fee Paid : 50.00CR**

**Expiration Date : 12/31/2019**

**Issued To:**

**RockSol Consulting Group**  
Saeid Saeb  
12076 Grant St.  
Thornton CO 80241

In conformity with the provisions of Article 1 of Chapter 6 of the Lyons Municipal Code, the person, firm or corporation named above, whose place of business is located as shown, has paid appropriate fees to the Town and is hereby granted this license to engage in the business, profession, occupation, trade or exhibition named, in the Town of Lyons, Colorado, for the period indicated. The issuance of this license does not constitute proof of conformity with the Lyons Zoning Code or an endorsement by the Town that the licensee is otherwise in compliance with all provisions of the Lyons Municipal Code.

In witness whereof, I hereunto set my hand  
and affix the corporate seal of the Town of Lyons, to be valid as  
of the 1st day of JANUARY 2019, through the 31st day of  
DECEMBER 2019.

Town of Lyons

*James Sheen*



Licensing Clerk

**THIS LICENSE IS NON TRANSFERABLE AND SHOULD BE POSTED IN A CONSPICUOUS PLACE.**



ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/03/2021

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

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

PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext): 800 873-8500	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Phoenix Insurance Company		NAIC # 25623
INSURER B: Travelers Property Cas. Co. of America		25674
INSURER C: Standard Fire Insurance Company		19070
INSURER D: XL Specialty Insurance Company		37885
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/10/2021	POLICY EXP (MM/DD/YYYY) 01/10/2022	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	6806H281978	01/10/2021	01/10/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER						PRODUCTS - COMP/OP AGG	\$2,000,000
		\$						
A	AUTOMOBILE LIABILITY	X	X	8103R589818	01/10/2021	01/10/2022	COMBINED SINGLE LIMIT (ea accident)	\$1,000,000
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	Hired AUTOS ONLY <input checked="" type="checkbox"/>						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP5C168251	01/10/2021	01/10/2022	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB6N735214	01/10/2021	01/10/2022	X PER STATUTE	OTH FR
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability Claims Made		X	DPR9971555	01/10/2021	01/10/2022	\$3,000,000 per claim	
							\$3,000,000 anni aggr.	

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

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

## CERTIFICATE HOLDER

## CANCELLATION

Town of Lyons  
432 5th Ave.  
Lyons, CO 80540

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **DESCRIPTIONS (Continued from Page 1)**

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

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

**RE: Project: Town of Lyons 4th Avenue Pedestrian Bridge.  
Additional Insured Includes: Murraysmith.**

### SECTION 3 CERTIFICATION FOR BUSINESS

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Project Name: 4TH AVE PED BRIDGE Contract Number: 20-4AVE-PB-01

Contractor Name: Topographic Land Surveyors

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business?  Yes  No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

- Is owned (51% or more) by Section 3 residents (defined below \*)
- Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

\* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_CO\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

  
\_\_\_\_\_  
Signature

Director of Rocky Mtn. Operations  
Title

Dave Costner  
Name (printed)

2-8-2021  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 615 E Britton Rd Oklahoma City OK 73114		CONTACT NAME: Carolyn Burton PHONE (A/C, No, Ext): E-MAIL ADDRESS: carolyn.burton@ajg.com
		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Company INSURER B : Travelers Indemnity Co of America INSURER C : Travelers Property Casualty Co of America INSURER D : Standard Fire Insurance Company INSURER E : Peleus Insurance Company INSURER F :
		NAIC # 25658 25666 25674 19070 34118
INSURED Topographic, Inc. 1400 Everman Parkway, Suite 146 Fort Worth, TX 76140		License#: BR-724491 TOPOINC-02

COVERAGEs CERTIFICATE NUMBER: 310442054 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	X	COMMERCIAL GENERAL LIABILITY			P6301L422309IND20	8/1/2020	8/1/2021	EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	X	Pollution						MED EXP (Any one person)	\$ 10,000		
								PERSONAL & ADV INJURY	\$ 1,000,000		
		GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000		
	X	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
B	OTHER:							\$			
	AUTOMOBILE LIABILITY			Y	8101L4216872043G	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	X	ANY AUTO						BODILY INJURY (Per person)	\$		
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$		
	X	Hired AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
C	X	UMBRELLA LIAB	X	OCCUR		CUP1L46720A2043	8/1/2020	8/1/2021	EACH OCCURRENCE	\$ 15,000,000	
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 15,000,000		
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N ANY/PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	UB1L4239082043G	8/1/2020	8/1/2021	X PER STATUTE	OTHE R	
								E.L. EACH ACCIDENT	\$ 1,000,000		
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
E	Professional					121AE017985100	8/1/2020	8/1/2021	Each claim Aggregate Deductible-Ea claim	2,000,000 2,000,000 75,000	

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

Other Named insureds: Topographic Land Surveyors

Other named insureds: Topographic Land Surveyors Co., Topographic Mapping Company. Additional insured, including primary non-contributory is provided under the general liability coverage per form #CGD4140408, Blanket Additional Insured when required by written contract. Waiver of subrogation applies per form #CGD3790219, Blanket waiver when required by written contract. Additional insured, including primary non-contributory is provided under the auto liability coverage per form #CAT4740817, Blanket Additional Insured when required by written contract. Waiver of subrogation applies per form #CAT3530215, Blanket waiver when required by written contract. Waiver of subrogation applies to workers compensation per form #WC000313, Blanket waiver when required by written contract. Contractor's equipment coverage is provided by Travelers Lloyds Insurance Company, Policy #QT6605N309829TLC20, 8-1-20/21 in the amount of \$2,190,757.30 with a \$2,500 deductible applying. Umbrella policy is follow form over underlying general liability, auto and employers liability. 30 day notice of cancellation applies for certificate holder per form ILT4001209. Subject to all policies terms and conditions.

CERTIFICATE HOLDER

Town of Lyons  
432 5th Ave.  
Lyons CO 80540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



### SECTION 3 CERTIFICATION FOR BUSINESS

*NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)*

Project Name: 4TH AVE PED BRIDGE Contract Number: 20-4AVE-PB-01

Contractor Name: S2O Design and Engineering

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business?  Yes  No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

- Is owned (51% or more) by Section 3 residents (defined below\*)
- Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

\* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_CO\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.



Signature

Scott Shipley

Name (printed)

President

Title

02.05.2021

Date



**Town of Lyons  
Double Gateway to the Rockies  
Business License**

**License No: 3898**

**Fee Paid :\$ 25.00**

**Expiration Date : 12/31/2021**

**Issued To:**

**S2O Design & Engineering, Inc.**  
Scott Shipley  
429 Main Street, Unit B  
Lyons CO 80540

In conformity with the provisions of Article 1 of Chapter 6 of the Lyons Municipal Code, the person, firm or corporation named above, whose place of business is located as shown, has paid appropriate fees to the Town and is hereby granted this license to engage in the business, profession, occupation, trade or exhibition named, in the Town of Lyons, Colorado, for the period indicated. The issuance of this license does not constitute proof of conformity with the Lyons Zoning Code or an endorsement by the Town that the licensee is otherwise in compliance with all provisions of the Lyons Municipal Code.

In witness whereof, I hereunto set my hand and affix the corporate seal of the Town of Lyons, to be valid as of 01/01/2021 expiring on December 31, 2021.



**Town of Lyons**

**Licensing Clerk**

**PO Box 49 432 5th Avenue Lyons, CO 80540**

**THIS LICENSE IS NON TRANSFERABLE AND SHOULD BE POSTED IN A CONSPICUOUS PLACE.**





S2ODESI-01

CMORGAN

DATE (MM/DD/YYYY)  
12/16/2020

## CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	CONTACT NAME: <b>Regina Casey</b>	
	PHONE (A/C, No, Ext): (303) 442-1484	FAX (A/C, No):
	E-MAIL ADDRESS: <a href="mailto:rcasey@taggartinsurance.com">rcasey@taggartinsurance.com</a>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company, Ltd	11000
	INSURER B: Pinnacol Assurance	41190
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			34SBAPN0095	8/17/2020	8/17/2021	EACH OCCURRENCE	\$	2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$	10,000
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$	2,000,000
	OTHER:						GENERAL AGGREGATE	\$	4,000,000
							PRODUCTS - COMP/OP AGG	\$	4,000,000
								\$	
A	AUTOMOBILE LIABILITY			34SBAPN0095	8/17/2020	8/17/2021	COMBINED SINGLE LIMIT (Ex accident)	\$	2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			34SBAPN0095	8/17/2020	8/17/2021	EACH OCCURRENCE	\$	5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$	5,000,000
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	4148309	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Errors & Omissions -			02310171201	12/14/2020	12/14/2021	Each Claim		1,000,000
C	Errors & Omissions -			02310171201	12/14/2020	12/14/2021	Aggregate		2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

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



### SECTION 3 CERTIFICATION FOR BUSINESS

NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)

Project Name: 4TH AVE PED BRIDGE Contract Number: 20-4AVE-PB-01

Contractor Name: Ground Penetrating Radar Systems, LLC

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

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COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.



Signature

**Mark Bartlett**

Name (printed)

**Compliance Manager**

Title

**2/8/2021**

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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PRODUCER  
Hylant - Toledo  
811 Madison Ave.  
Toledo OH 43604

CONTACT NAME:	
PHONE (A/C, No. Ext):	419-255-1020
E-MAIL ADDRESS:	toledo_hmi@hylant.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Co	20494
INSURER B : Continental Casualty Company	20443
INSURER C : Crum & Forster Specialty InsCo	44520
INSURER D : Continental Insurance Company	35289
INSURER E : American Casualty Co of Reading PA	20427
INSURER F : Travelers Casualty Ins Co Amer	19046

INSURED  
Ground Penetrating Radar Systems, LLC  
5217 Monroe St.  
Toledo OH 43623

GROUPEN-02

## COVERAGEs

CERTIFICATE NUMBER: 2106534725

## 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
E	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	6057383757	5/2/2020	5/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OH & WS Stop Gap \$ \$1M OCC/\$2M Agg
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6057383743	5/2/2020	5/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded. Comp & Coll \$ 3,000
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE  OED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6057383709	5/2/2020	5/2/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products Comp Ops Agg \$ 10,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y WC657383712 ALL WC657383726 CA	5/2/2020 5/2/2020	5/2/2021 5/2/2021	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C F	Professional/Pollution Crime - Employee Theft and 3rd Party		Y	PKC109846 107287842	5/2/2020 6/26/2020	5/2/2021 5/2/2021	Prof. Each Claim/Agg Poll. Each Claim/Agg Crime \$5,000,000 \$5,000,000 \$3,000,000

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

PROFESSIONAL/POLLUTION COVERAGE - SELF INSURED RETENTION: \$25,000.

Retro Active Date: Errors &amp; Omissions - \$2M/\$2M Limits: 11/17/2017, \$5M/\$5M Limits: 07/31/2019

Contractual Liability applies per policy form.

Contractors Equipment - \$100,000 Limit per Item, Deductible \$1,000 - Policy #6057188127 - Continental Casualty Co. Term: 5-2-20 to 5-2-21.

MS Project Number: 21-3039- 4th Ave Ped Bridge, Trail Connections, and Street Improvements

Town of Lyons and its elected officials, officers, employees and agents, and Murraysmith, Inc. are named as additional insured on all policies listed above  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Town of Lyons 432 5th Ave Lyons CO 80540	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 <i>Judy K. Wilson</i>

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hylant - Toledo	<b>NAMED INSURED</b> Ground Penetrating Radar Systems, LLC 5217 Monroe St. Toledo OH 43623	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

except for Professional Liability and Workers' Compensation policies. The General Liability covers Ongoing and Completed Operations. Waiver of Subrogation in favor of the additional Insured is included on all policies. Umbrella Policy applies excess of General Liability, Auto Liability and primary Employer's Liability. All policies evidenced herein are primary and non-contributory to the other insurance available to the additional insured but only to the extent required by written contract with the insured. In the event coverage is cancelled for any reason, other than non-payment of premium, 30 days advanced written notice will be mailed or delivered to the certificate holder listed below, when required by written contract or agreement.



**CNA PARAMOUNT**  
**Policy Holder Notice - Countrywide**

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020005760573837578069

CNA75014XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: GROUND PENETRATING RADAR SYSTEMS, LLC

Policy No: 6057383757

Endorsement No: 1

Effective Date: 05/02/2020



POLICY NUMBER: 6057383757

Effective Date: 5/2/2020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE****Name Of Additional Insured Person(s)  
Or Organization(s):**

All persons or organization with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

**Location(s) Of Covered Operations**

All Locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

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



Policy #6057383743  
Effective Date: 5/2/2020

SCA 23 5000  
(Ed. 10/11)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXTENDED COVERAGE ENDORSEMENT - BA PLUS

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

##### I. LIABILITY COVERAGE

###### A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that:
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

###### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.e.(2) and A.2.e.(4) are revised as follows:

1. In e.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In e.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

###### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

##### II. PHYSICAL DAMAGE COVERAGE

###### A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

###### B. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

###### C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

###### D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$300.

###### E. Personal Property

The following is added to Section III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:

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

(2) in or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.

**F. Rental Reimbursement:**

The following is added to Section III, Paragraph A.4.:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or,
- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will, pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**G. Hired "Autos"**

The following is added to Section III, Paragraph A.5.:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with

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

e. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

**H. Airbag Coverage**

The following is added to Section III, Paragraph B.5.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**I. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**J. Diminution In Value**

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual

"employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

## II. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greater of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

## IV. BUSINESS AUTO CONDITIONS

### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

- (4) Your "employee" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

- (5) Your "employee" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

- a. 45 days of coverage in lieu of 30 days

## V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

GROUND PENETRATING RADAR SYSTEMS, LLC

POLICY NUMBER: 6057383743 - AUTOMOBILE  
CONTINENTAL CASUALTY COMPANY

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** GROUND PENETRATING RADAR SYSTEMS, LLC

**Endorsement Effective Date:** 5/2/2020

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM  
OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS  
WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

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

**The Transfer Of Rights Of Recovery Against Others  
To Us** condition does not apply to the person(s) or  
organization(s) shown in the Schedule, but only to the  
extent that subrogation is waived prior to the "accident"  
or the "loss" under a contract with that person or  
organization.

300200459575874332

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement prior to an "occurrence" or offense, to provide Additional Insured status.	All locations as required by a written contract or Agreement entered into prior to an "occurrence" or offense.

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

**Contractors' General Liability Extension Endorsement**

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the **Insurer** will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The **Insurer** waives any right of recovery the **Insurer** may have against any person or organization because of payments the **Insurer** makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations** hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



## Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

### Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

**SCHEDULE****Name of Additional Insured Persons Or Organizations**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED  
BY WRITTEN CONTRACT OR WRITTEN AGREEMENT  
TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph A.1.e. of Who Is An Insured of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



Automobile Policy # 6057383743

Effective Date: 05/02/2020

CNA68021XX  
(Ed. 02/13)

## **NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

**It is understood and agreed that:**

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.





**Workers Compensation And Employers Liability Insurance  
Policyholder Notice**

**POLICY HOLDER NOTICE - NOTICE OF CANCELLATION CERTIFICATEHOLDERS**

**It is understood and agreed that:**

**If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.**

**If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.**

**Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.**

**Form No: CNA87315XX (10-2016)**

**Policyholder Notice; Page: 1 of 1**

**Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL Policy Page: 35 of 329  
60604**

**Policy No: WC 6 57383712  
Policy Effective Date: 5/2/2020**



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL  
60604

Policy No: WC 6 57383712

Policy Effective Date: 5/2/2020

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# 2021-07 not signed

Final Audit Report

2021-02-25

Created:	2021-02-25
By:	Town of Lyons (recreation@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEK83BqpeacQ2v4ea6f1MPzPsj7_YWxTP

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