

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Ditesco, LLC, a Colorado limited liability company, whose address is 2133 South Timberline Road, Suite 110, Fort Collins, CO 80525, hereinafter referred to as "Consultant", and Town of Johnstown, a Colorado home-rule municipality, whose address is 450 S Parish Avenue, Johnstown, CO 80534 hereinafter referred to as "Client."

WITNESSETH:

WHEREAS, Client is in need of hiring an independent consultant to perform professional services. Professional services rendered under this Agreement are defined as construction management services for the Town of Johnstown Little Thompson Trail Project TAP M690-001 (21992) ("Project"). This description generally comprises the Scope of Work which is further described in ***Exhibit A***, attached hereto and incorporated herein by reference (collectively, the "Professional Services").

WHEREAS, Consultant has the time available and is willing to perform the Professional Services according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **TERM**: The term of this Agreement shall be from November 10, 2022, through and until completion of the Project, which shall occur on or before July 31, 2023.
2. **SERVICES PROVIDED BY CONSULTANT**: Consultant agrees to perform the Professional Services as defined in the attached ***Exhibit A*** and for the compensation provided below.
3. **COMPENSATION**: Client agrees to pay Consultant for the Professional Services performed hereunder at an hourly, time and materials basis, not to exceed value of \$79,785.00 (Seventy-nine thousand seven hundred eighty-five dollars and zero cents).

Compensation shall not be based upon Project approvals, financing, or any other outcome. Payment will be made in monthly installments based on the Consultant's detailed invoice for work completed.

4. **BILLING AND PAYMENT TERMS**:
 - A. Consultant shall furnish Client with a detailed monthly invoice submitted at a mutually agreeable billing cycle, but in no case later than the end of each calendar month. The invoice shall include a breakdown of work performed for the period.
 - B. Client will make every effort to pay Consultant in a timely fashion. Client will pay Consultant invoices under 30-day net terms.
5. **INDEPENDENT CONTRACTOR**: Consultant agrees that Consultant is an independent contractor and will not become an employee of Client, nor is Consultant entitled to any employee benefits from Client as a result of the execution of this Agreement. Client shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE CLIENT. CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO**

THIS AGREEMENT. As long as there is not a conflict of interest with the Client, Consultant may engage in any other lawful business activities during the term of this Agreement.

6. **PROPERTY:** All data, reports, drawings, specifications, record drawings, work-product and other deliverables (whether in printed or electronic format) provided or furnished by Consultant pursuant to this Agreement (the "Documents") are instruments of service with respect to this project. Upon payment of all monies due to Consultant, Client shall own the Documents and be entitled to utilize the Documents as Client deems appropriate.
7. **INDEMNIFICATION, DESIGN AND INSURANCE:** Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities, or failures to act, under this Agreement. Consultant agrees that it will at all times protect, defend, indemnify and hold harmless Client, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the negligent or willful actions or failures to act of Consultant or any invitees, guests, agents, employees or subcontractors of Consultant, whether brought by any of such persons or any other person.

Consultant will provide the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Consultant shall provide certificates of insurance to the Client that show the type, amount, class of operations covered, effective dates and date of expiration of policies, which contain substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by Client."

The certificate of insurance shall list Client as "Additional Insureds" and "Certificate Holder" on all liability policies.

Minimum Insurance coverage shall be as follows:

- A. Workers Compensation insurance with statutory limits as required by Colorado law.
- B. Employer's Liability insurance with limits of \$1,000,000 per accident, \$1,000,000 disease aggregate, and \$1,000,000 disease each employee.
- C. Commercial General Liability insurance not less than \$1,000,000 combined single limits for bodily injury and property damage. In the event any work is performed by another tier subcontractor, the Consultant shall be responsible for any liability directly or indirectly arising out of work performed under this agreement by any lower tier subcontractor, which liability is not covered by the other subcontractor's insurance.
- D. Comprehensive automobile liability insurance for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Consultant which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a single limit of at least \$1,000,000.
- E. Professional Liability insurance with not less than \$1,000,000 in per occurrence and \$1,000,000 aggregate.

8. NON-ASSIGNMENT: Consultant may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of Client.
9. TERMINATION: Either party may terminate this Agreement at any time by providing the other party with a 30-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. In the event of termination, payment shall be due for all services and reimbursable expenses incurred through the date of termination.
10. TIME OF THE ESSENCE: Time is of the essence in each and all of the provisions of this Agreement.
11. LAW/SEVERABILITY: The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.
12. ACCEPTANCE NOT WAIVER: Client's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the quality or technical accuracy of the work. Client's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to Client under this Agreement.
13. NOTICES: Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered, three (3) days after being sent by certified mail, return receipt requested, or sent by electronic mail delivery on the condition that the intended recipient acknowledges receipt thereof:

If to Consultant: Ditesco, LLC
Keith Meyer, P.E.
2133 S. Timberline Road, Suite 110
Fort Collins, CO 80525
keith.meyer@ditescoservices.com

If to Client: Town of Johnstown
Matt LeCerf
450 S Parish Avenue
Johnstown, CO 80534
mlecerf@johnstown.gov

14. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement constitutes the entire understanding between the parties with respect to the promises and covenants made therein. No modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both parties.
15. NON-APPROPRIATION OF FUNDS: Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Client payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year

for which funds are not budgeted and appropriated.

16. **GOVERNMENTAL IMMUNITY:** The Parties agree that Client is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to Client, its elected officials, employees or agents.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this

14th day of November, 2022

CONSULTANT:

Signed: [Signature]

Printed: Keith Meyer

Title: President

STATE OF COLORADO)

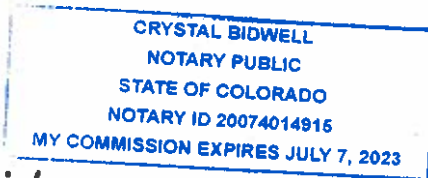
) ss

COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me this 14th day of November, 2022, by Keith Meyer as the President of Ditesco, LLC.

WITNESS my hand and official seal.

My commission expires: 7/7/2023



[Signature]
Notary Public

CLIENT:

Signed: _____

Date _____

Printed: Matt LeCerf

Title: Town Manager

ATTEST:

By: _____

Printed: Hannah Hill, Town Clerk



2133 South Timberline, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email
mlecerf@johnstown.gov

November 10, 2022

Mr. Matt LeCerf
Town Manager - Town of Johnstown
450 S Parish Avenue
Johnstown, CO 80534

RE: Town of Johnstown Little Thompson Trail, Project TAP M690-001 (21992)
Scope of Work Proposal

Dear Matt:

This scope of work follows on our recent proposal and October 25th letter providing fee proposal options for the Little Thompson Trail Project. Thank you for selecting Ditesco. I trust you will find our services second to none. Our firm is built around successful relationships, successful projects and successful outcomes. It is simply part of our culture.

Our team understands the complexities around CDOT local agency projects, dealing with T&E species and other environmental challenges when building projects such as the Little Thompson Trail. We also understand the keen importance of CDOT Region 4 coordination and compliance with grant requirements.

Generally, our services will involve construction management and inspection, quality control and oversight of the construction contractor. We will ensure the finished project complies with all CDOT/FHWA requirements and contract documents.

Please let me know if you have any questions or require further information regarding this scope of work. I can be reached by phone at 970.988.8605 and email keith.meyer@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink that reads "Keith Meyer".

Keith Meyer, P.E.

Enc. Scope of work

Cc: file
Jill Burrell
Kelsey Madsen

Exhibit A

Little Thompson Trail Project

TAP M690-001 (21992)

Construction Management

Scope of Services

Project Understanding

We understand this trail project to be a segment of the greater trail network planned to provide connectivity along the main river corridors in the Johnstown/Milliken area. This project takes the Town of Johnstown (Town) one step closer to achieving one of their Master Plan goals.

The project will construct an approximately 4,330 ft. long and nominal 10 ft. wide concrete trail beginning at Weld County Road (WCR) 46.5 east of the Great Western Railroad Tracks and meander through the land on the north side of WCR 46.5 and terminating at WCR 19. The trail construction project will also include fencing along the property to ensure preservation of endangered species habitat to the north and protection of the private property to the south. The project construction cost is estimated at \$750,000. Otak, Inc. is the consultant responsible for the design. The project is expected to be bid and awarded in November/December 2022, with construction complete by July 2023. The construction duration is expected to be 70 working days.

The services provided under this contract are generally expected to include construction management, contract management, quality control inspection, RFI response verification, oversight and coordination with the design engineer, coordination with CDOT and compliance monitoring for all elements of the grant.

Phase: Pre-Construction

- During this phase Ditesco personnel will photograph and video the existing project conditions of project area. This effort ensures a baseline record of pre-existing conditions protecting the Town from damage claims.
- We will review and comment on the contractor's initial schedule prior to the pre-construction meeting. We will ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.

Phase: Construction

During this phase Ditesco will provide part time Construction Management and Inspection services to assist in work coordination and to ensure compliance with contract documents/specifications.

- During the construction phase, we will establish and manage a document management site (Procore) for design team and contractor access. This site will manage all construction phase communications including submittal review, RFIs, meeting minutes, test results, correspondence and reports.
- Our staff will coordinate, attend and document one pre-construction meeting.
- We will conduct weekly progress meetings on site with the general contractor and their subcontractors. We have budgeted for 17 meetings, one per week.
- We will review and recommend approval of contractor pay applications to the Town of Johnstown, review and manage contract changes for approval by the Town, coordinate responses to RFIs and provide for overall administration of the construction contract.
- Our staff will perform daily site inspections (part time) to ensure quality construction and conformity to the plans and specifications. Inspections will include all that are required of the project including concrete flatwork, earthwork, etc. We will provide field engineering support addressing field changes quickly to avoid construction delays. We will provide the Town with monthly reports documenting the contractor's

work progress, contract times and other pertinent information. We will also document daily work progress in the form of daily logs.

- Ditesco staff will manage the CDOT Form 250, ensure the proper material tests are identified and review all material test reports during construction. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- We will maintain a photographic log as a part of the daily log, documenting pre-construction, construction and post construction conditions. This work is expected to include brief descriptions of each photograph with a file name, time and date reference. All photographs will be documented on the project Procore site.
- We will coordinate work between the Town, general contractor and outside agencies (e.g., utility companies, CDOT and Weld County) affected by the project.
- We will maintain project records including contracts, schedules (overall job and three week look-ahead), progress meeting minutes, material test results, monthly reports, correspondence, pay applications, change orders, routine photographs, submittals, RFIs, permits, and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- We will conduct a final punch list walk through.
- For CDOT/FHWA portions of the contract, we will ensure compliance with federal contracting requirements such as DBE participation, Davis Bacon Wages, Buy America and others as may be applicable.
- We have assumed all material testing is performed by others. We will coordinate testing as is necessary to meet the project requirements.
- We have assumed all grade verification for floodplain use permitting is performed by others.
- We have assumed all permit compliance SWMP, FEMA, etc. is performed by others.
- T&E species monitoring and reporting is performed by others.

Phase: Post Construction

- During the Post Construction Phase Ditesco staff will compile all job records in an electronic format for submission to the Town. We will also participate in a warranty walkthrough of the project.

Deliverables

- Deliverables will include full project documentation including: bid information, construction correspondence, pay applications, change orders, field orders, change directives, schedules, submittals, transmittals, reports, photographs, meeting notes, record drawings and other relevant information produced throughout the design and construction phase. All documents will also be provided in an electronic form on external drives for Town use.

Schedule

The anticipated schedule for construction is as follows:

Construction: January through July 2023

Fee Estimate

We have based our fee estimate on the following assumptions:

- 70-working day construction timeline
- Ditesco will host project Procore site
- Office trailer and internet/phone service; office equipment provided by Contractor (as may be applicable)
- Design/Bid/Build construction delivery

- Materials Testing during construction will be provided by the Owner or others
- Part time construction management and inspection services
- Permitting compliance performed by others

Estimated Fee:	\$72,435.00
Estimated Reimbursable Expenses:	\$ 7,350.00
Total:	\$79,785.00

A detailed task breakdown is included. Please find this on page 5 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below and in the table on page 5 of this proposal. All reimbursable expenses will be billed at direct cost. Vehicles use is billed at \$105.00 per day.

Ditesco
2022-2023 Rate Table

Role	Rate
Principal:	\$158.00 - \$185.00 per hour
Senior Project Manager:	\$123.00 - \$152.00 per hour
Project Manager	\$118.00 - \$135.00 per hour
Project Engineer:	\$115.00 - \$130.00 per hour
Engineer:	\$95.00 - \$122.00 per hour
Senior Construction Manager:	\$120.00 - \$148.00 per hour
Construction Manager/Resident Engineer:	\$97.00 - \$135.00 per hour
Inspector:	\$75.00 - \$124.00 per hour
CAD Design	\$69.00 - \$90.00 per hour
GIS Technician:	\$72.00 - \$118.00 per hour
Administrative:	\$58.00 - \$75.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate:	\$105.00 per day
Subconsultant Markup:	None
All other costs at direct expense	
Terms	30 days net

Phase/Task Description	Personnel					Task Total
	Keith Meyer, PE	Kelsey Madsen, PE	Justin Schaller	Eric Kitscher	Leslie Brantner	
	Principal	Project Manager	Construction Manager	Construction Inspector	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$185	\$130	\$120	\$95	\$70	
Construction Phase						\$72,435
2.3 Contract Management						
- Hardscape Phase (5 months)	2	4	0	0	4	\$1,170
- Closeout Phase (2 months)	2	2	0	0	2	\$770
- Contractor Contract Management (pay applications, change orders, etc.)	0	14	7	0	0	\$2,660
1.2 Meetings						
- Preconstruction Meeting (minutes, contact lists)	0	3	3	3	0	\$1,035
- Construction Progress Meetings (1 per week for 17 weeks)	0	56	28	43	0	\$14,725
2.1 Resident Engineering (on site part time)						
- Site Inspection & Daily Logs during Hardscape Phase (70 WD) (4 hrs/WD)	0	10	56	280	0	\$34,620
- Site Inspection & Daily Logs during Landscape Phase (10 WD) (1.5 hrs/WD)	0	0	12	23	0	\$3,625
2.2 Submittal Review	0	0	16	0	0	\$1,920
2.4 RFI Response	0	0	6	0	0	\$720
2.5 Schedule Management	0	2	4	0	0	\$740
2.7 Project Close Out						
- Close Out Paperwork (Local Agency Checklist) (30 WD)	0	15	15	60	0	\$9,450
- Warranty Walkthrough	0	4	4	0	0	\$1,000
Other direct costs (mileage, reproduction, etc)						\$7,350
Work Effort Subtotal	4	110	151	409	6	
Cost per labor category	\$740.00	\$14,300.00	\$18,120.00	\$38,855.00	\$420.00	\$72,435
ODCs						\$7,350
Hours per day	0.06	1.6	2.2	5.8	0.09	

Assumptions (Inclusions/Exclusions):

- Construction Duration 70 working Days
- Construction beginning in January 2023
- CDOT Close-out Phase following landscape restoration. Anticipated complete in July 2023
- Weekly Construction Meeting management by Ditesco, meeting documentation by Others
- Half Time Site inspection at approximately four hours per day
- Materials testing by Others
- All grading and grade verification by Contractor
- All permit compliance (Town of Johnstown, SWMP, FEMA, CLOMR/LOMR, etc.) by Others
- CDOT Grant Compliance Documentation by Ditesco
- Construction in Floodplain/Floodway to be completed to No-Rise condition, verified and certified by Others
- All submittals to be reviewed by Others, Ditesco will verify compliance in the field with Submittal responses
- All RFIs to be reviewed by Others, Ditesco will verify compliance in the field with RFI responses
- Threatened and Endangered species monitoring or special reporting is excluded from our fee estimate.

Total Fee Estimate: \$79,785



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2600 S Telegraph Rd Suite 100 Bloomfield Hills MI 48302	CONTACT NAME: Shane Lizura PHONE (A/C No. Ext): 248-332-3100 E-MAIL ADDRESS: shane_lizura@ajg.com		FAX (A/C, No): 248-332-6396
	INSURER(S) AFFORDING COVERAGE		
INSURED Ditesco, LLC 2133 S. Timberline Rd, Unit 110 Fort Collins, CO 80525	INSURER A: Amerisure Insurance Company	NAIC # 19488	
	INSURER B: Amerisure Partners Insurance Company	11050	
	INSURER C: Amerisure Mutual Insurance Company	23396	
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1746180496

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP 21132950301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 21132940301	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		CU 21132960301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 N	Y	WC 2113300-02	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Project: Town of Johnstown Little Thompson Trail Project TAP M690-001

Town of Johnstown its offices, employees and agents are Additional Insureds with respect to General Liability, Automobile Liability and Umbrella Liability as required by written contract per policy terms and conditions. Waiver of Subrogation applies in favor of additional insured with respect to General Liability and Workers Compensation as required by written contract per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Johnstown Attn: Matt LeCerf 450 S Parish Avenue Johnstown CO 80534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

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

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1)** Coverage under this provision is afforded only until the end of the policy period;
 - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
 - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** 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. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".
This provision does not apply:
 - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

Includes copyrighted material of Insurance Services Office, Inc.

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also 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 limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3**. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP 21132950301	Agency Number 0155178	Policy Effective Date 09/30/2022
Policy Expiration Date 09/30/2023	Date 10/27/2021	Account Number 20074381
Named Insured ESP ASSOCIATES INC	Agency LSG INSURANCE PARTNERS	Issuing Company AMERISURE INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
 - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires “arising out of” language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j.** The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included 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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	09/31/2022	Policy No.	WC 2113300-02	Endorsement No.	0
Insured	ESP ASSOCIATES INC	Premium	\$		

Insurance Company _____ Countersigned by _____