


TOWN OF SUPERIOR
RESOLUTION NO. R-30
SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH COLORADO BARRICADE COMPANY FOR THE 2017 EPOXY STRIPING AND PREFORMED PAVEMENT MARKING PROJECT



BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town of Superior and Colorado Barricade Company for the 2017 Epoxy Striping and Preformed Pavement Marking Project is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 12th day of June, 2017.



Clint Folsom, Mayor

ATTEST



Phyllis L. Hardin, Town Clerk-Treasurer

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 12th day of June, 2017 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and Colorado Barricade Company, an independent contractor with a principal place of business at 2295 South Lipan Street, Denver, Colorado 80223 ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$193,165.62, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town. If Contractor completes the Scope of Services to the Town's satisfaction for a lesser amount, Contractor shall be paid the lesser amount.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor

that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

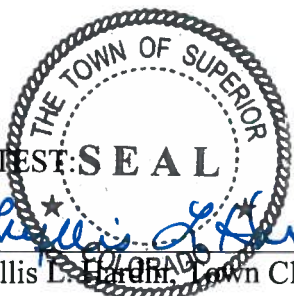

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO



Clint Folsom, Mayor


ATTEST: **SEAL**


Phyllis L. Hardin, Town Clerk

CONTRACTOR

By: _____

[Handwritten signature]

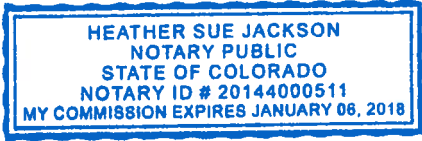
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1th day of June, 2017, by Rusty Reynolds as VP of operations of Colorado Barricade Company.

My commission expires: 1/6/18

(S E A L)

Heather Sue Jackson
Notary Public



**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

Contractor shall perform the following as directed by the Town:

Epoxy Pavement Striping

- 4" White Single Line Epoxy Pavement Striping shall include bike lanes, dashed bike lane traffic weave lines, lane channelization at intersections, dashed lane dividers, and lane cross hatching. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.
- 6" White Single Line Epoxy Pavement Striping shall include lane channelization at intersections. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.
- 8" White Single Line Epoxy Pavement Striping shall include lane channelization at intersections. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.
- Double 4" Yellow Line Epoxy Pavement Striping shall include centerline striping, painted center medians, and median cross hatching. Payment shall be based on the actual lineal footage of two parallel and equal width stripes applied at the same time and shall not be measured as separate stripes. The actual lineal footage of striping applied shall be non-inclusive of unmarked spacing.

Estimated quantities of epoxy pavement striping by street are listed below:

Street Name	Start	End	4"			
			4" White	Double Yellow	6" White	8" White
Marshall Road	Access(west of 76th St.)	McCaslin Blvd		2490		12442
76th St	Coal Creek Dr	Marshall Rd	320	3173	834	
Sycamore St	76th St	Marshall Rd		1793		800
McCaslin Boulevard	US 36 North Ramps	SH 128	37241	19529	4370	
Rock Creek Pkwy	McCaslin Blvd	Coalton Road	22576	122	5371	
Indiana Street	Eldorado Dr	McCaslin Blvd	7754	8513	1558	
Coal Creek Drive	Eldorado Dr	End	4646	2323		
88th Street	US 36	Rock Creek Pkwy	2766	2519	307	
Pitkin	North & South of	Rock Creek Pkwy	200	800		
Coalton Road	McCaslin Blvd	Indiana St	13037	98	9002	
High Plains				31	24	
			88,540	41,391	21,466	13,242

Arrow and Word Symbol Preformed Markings

Preformed Thermoplastic Pavement Markings shall be used for turning lanes, crosswalks, stop bars, and turn arrows. Elongated lane use arrows shall be 3M Elongated L270 ES Series. Approximate quantities for crosswalks and stop bars by location are shown in the table below:

Crosswalk Program					
Item	Location/intersection	Crosswalks		Stop Bars (2 ft)	Comments
		length	Qty	length (ft)	
Crosswalks/Bars	Marshall and Center	2X10 foot	32	170	Crosswalks on Marshall, Stop bars on all approaches
Crosswalks/Bars	Marshall and Sycamore	2X10 foot	33	185	Crosswalks on Marshall, Stop bars on all approaches
Crosswalks/Bars	McCasin and Coalton	2X10 foot	24	128	Yield Triangles and Yield Line
Crosswalks/Bars	McCasin and Rock Creek	2X8 foot	71	145	All approaches
Crosswalks/Bars	Rock Creek Parkway and Pitkin	2X8 foot	34		
Crosswalks/Bars	Rock Creek Parkway and Indiana	2X8 foot	51		
Crosswalks/Bars	Rock Creek Parkway and Coal Creek Dr	2X8 foot	51		
Crosswalks/Bars	Rock Creek Parkway and 88th St	2X8 foot	22	105	Yield Triangles and Yield Line
Crosswalks/Bars	Coalton and Indiana	2X8 foot	62	192	
Crosswalks/Bars	Coalton and Rock Creek Circle	2X8 foot	15	42	Crosswalks on Coalton east approach only

Approximate quantities for Preformed Thermoplastic Arrows & Word Symbols by location are shown on the following Table.

The Town may require removal of existing arrow and word symbols. Payment for removal shall be based on each arrow of word symbol removed.

Arrows & Onlys Inventory

Location/Intersection	2017 Regular Size							2017 Elongated Size						
	Only	Lt Arrow	Rt Arrow	Left-Straight Comb	Drop Lane Arrow Left	Only	Yield	Lt Arrow	Rt Arrow	Straight Arrow	Left-Straight Comb	Comments		
	Marshall Rd and 76th	2	1	1										
Marshall Rd and Center Dr	3	4	2		2							Marshall Approaches only		
Marshall and Sycamore	2		2	2								Marshall Approaches only		
McCaskin and Coal Creek	1	2										McCaskin Approachs Only		
McCaskin and Discovery						2		2	2			McCaskin Approachs Only		
McCaskin and Rock Creek Pkwy						7		8	6			All Approaches		
McCaskin and High Plains Dr						2		2	2			McCaskin Approachs Only		
McCaskin and Christensen						2		2	2			McCaskin Approachs Only		
McCaskin and Coalton					2	4						All Approaches		
McCaskin and Calmarite						2		2	2			McCaskin Approachs Only		
McCaskin and Indiana						4		4	4			All Approaches		
Coalton Rd and Calmarite						1		1				Coalton Approaches Only		
Coalton and Indiana						4		4	4			Coalton Approaches Only		
Coalton and Rock Creek Cir West Intersection						2		2	2			Coalton Approaches Only		
Coalton and Community Park Dr						2		2	2			Coalton Approaches Only		
Coalton and Safeway RTO						1		1	1			Coalton Approach Only		
Coalton and Rock Creek Parkway						5		5	3			Old Pavement Only		
Rock Creek Pkwy and Safeway Entrance						2		2	2			Rock Creek Pkwy Approaches Only		
Rock Creek Pkwy and Tyler Dr						2		2	2			Rock Creek Pkwy Approaches Only		
Rock Creek Pkwy and Honey Creek						1		1				RCP Old Pavement Only		
Rock Creek Pkwy and 68th						6		6	1	4	3	All Approaches		
Rock Creek and Coal Creek						4		4	4			Rock Creek Pkwy Approaches Only		
Rock Creek and Indiana						4		4	4			Rock Creek Pkwy Approaches Only		
Rock Creek and Pihon						4		4	4			Rock Creek Pkwy Approaches Only		
Rock Creek and Wiggins						1		2				Rock Creek Pkwy Approaches Only		
76th and Sycamore	2	4										76th St. Approaches		
76th and Coal Creek	2	2	2									76th St. Approaches		
	12	13	7	2	4	52	10	55	47	4	3			

EXHIBIT B
COMPENSATION

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>Epoxy Pavement Striping</u>				
4" Wide White Single Line	88,540	LF	\$0.19	\$16,822.60
6" Wide White Single Line	21,466	LF	\$0.28	\$6,010.48
8" Wide White Single Line	13,242	LF	\$0.38	\$5,031.96
Double 4" Wide Yellow Line	41,391	LF	\$0.38	\$15,728.58
<u>Preformed Thermoplastic Markings</u>				
Crosswalk Bars (2' x 10')	89	each bar	\$170.00	\$15,130.00
Crosswalk Bars (2' x 8')	306	each bar	\$136.00	\$41,616.00
Stop Bar (2' wide)	734	LF	\$17.00	\$12,478.00
Dotted Yield Line	233	LF	\$6.00	\$1,398.00
<u>Standard Markings</u>				
"ONLY" Marking	12	each	\$350.00	\$4,200.00
Left-turn Arrow	13	each	\$225.00	\$2,925.00
Right-turn Arrow	7	each	\$225.00	\$1,575.00
Left-Straight Combination	2	each	\$400.00	\$800.00
Drop lane Arrow Left	4	each	\$700.00	\$2,800.00
<u>Elongated Markings</u>				
"ONLY" Marking	52	each	\$350.00	\$18,200.00
"Yield" Marking	10	each	\$375.00	\$3,750.00
Left-turn Arrow	53	each	\$375.00	\$19,875.00
Right-turn Arrow	47	each	\$375.00	\$17,625.00
Straight Arrow	4	each	\$400.00	\$1,600.00
Left-Straight Combination	3	each	\$800.00	\$2,400.00
<u>Removals</u>				
Arrow Symbol Removals	40	each	\$50.00	\$2,000.00
Word Symbol Removals	20	each	\$60.00	\$1,200.00
			Total	\$193,165.62

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, Rusty Reynolds as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

[Signature]
Signature

6/7/17
Date

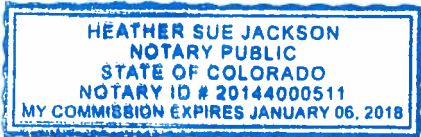
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

th The foregoing instrument was subscribed, sworn to and acknowledged before me this 7 day of June, 2017, by Rusty Reynolds as VP of operations of Colorado Barricade Co.

My commission expires: 1/6/18

(S E A L)

Heather Sue Jackson
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/07/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Holmes Murphy - Colorado, 7600 East Orchard Road, Suite 330 South Greenwood Village, CO 80111. CONTACT NAME: Pat Reece, PHONE: 720-622-8246, FAX: 855-668-0069. INSURER(S) AFFORDING COVERAGE: Cincinnati Insurance Company (10677), National Union Fire Ins. Co. Pi (19445), Pinnacol Assurance Company (41190).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

Project: 2017 Pavement Marking

As required by written contract or written agreement, Town of Superior and its officers, employees, and contractors are included as Additional Insured under General Liability, Automobile Liability and Umbrella Liability with respect to the above referenced.

(See Attached Descriptions)

CERTIFICATE HOLDER: Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027. 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: Craig Marten.

DESCRIPTIONS (Continued from Page 1)

As required by written contract or written agreement, under General Liability on a primary and non contributory basis with respect to the above referenced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is an Insured is amended to include as an additional insured any person or organization for whom you have agreed in a written contract or agreement such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured ;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard."

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agree-

ment, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily Injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
4. "Bodily injury", "property damage" or "personal and advertising injury" for

which the Named Insured is afforded no coverage under this policy of insurance.

- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Endorsement Effective: 07-01-2016	Policy Number: EBA 026 52 58
Named Insured: RDP BARRICADE CO LLC DBA COLORADO BARRICADE CO	
Countersigned by:	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".