

A G R E E M E N T
For Professional Services

THIS AGREEMENT ("Agreement") is made and entered into this 15 day of September, 2009 by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and R S TIPTON, INCORPORATED ("Consultant").

WHEREAS, City is undertaking the following project: Building Permit Approval Process: Mapping, Review & Recommendations ("Project"); and

WHEREAS, City desires to retain the services of Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to City.

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

1. Services. City agrees to retain Consultant to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. City agrees to pay Consultant a sum not to exceed Twenty-One Thousand Six Hundred Dollars (\$21,600), as adjusted to reflect the deletion by City of any of the Services set forth in Exhibit A. City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2009, unless extended by written agreement of the parties.

4. Appropriation. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of City based on City's ability to terminate this Agreement pursuant to "Termination," below. Consultant acknowledges that City has made no promise to continue to budget funds beyond the current fiscal year and that City has and will pledge adequate cash reserves on a fiscal year-by-fiscal year basis.

5. Monitoring and Evaluation. City reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with City's and other applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with City relating to such monitoring and evaluation.

6. City Property. Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered City property.

7. Independent Consultant. The parties agree that Consultant shall be an independent consultant and shall not be an employee, agent, or servant of City. **Consultant is not entitled to workers' compensation benefits from City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Consultant and naming City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

b. Comprehensive Automobile Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Consultant and naming City as an additional insured against any liability 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 Consultant which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

c. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if City otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

d. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000.00). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to City. Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant shall carry a six (6)-month tail. Consultant shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Consultant and City. Such policies shall provide that City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Consultant, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage City may carry.

e. Workers' Compensation and Other Insurance. During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Consultant is not required to carry workers' compensation insurance, Consultant shall provide City an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgement of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

f. Evidence of Coverage. Before commencing work under this Agreement, Consultant shall furnish to City certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that City shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

g. Subcontracts. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. City shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in City's opinion, such variations do not substantially affect City's interests.

9. Indemnification. Consultant hereby covenants and agrees to indemnify, save, and hold harmless City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally. City may terminate this Agreement without cause if it determines that such termination is in City's best interest. City shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by City, City shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by City.

b. For Cause. If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by City, City shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to City for any damages sustained by City by virtue of any breach of this Agreement, and City may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to City from Consultant is determined.

11. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services.

a. Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in the e-verify program or department program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

b. Consultant shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Consultant hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program.

d. Consultant 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.

e. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:

(i) notify the subcontractor and City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not

stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor 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.

f. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.

g. If Consultant violates this paragraph, City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to City.

12. Compliance with C.R.S. § 24-76.5-103.

a. If Consultant is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

(i) complete the affidavit attached to this Agreement as Exhibit C.

(ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.

b. If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event City determines through such verification process that Consultant is not an alien lawfully present in the United States, City shall terminate this Agreement and shall have no further obligation to Consultant hereunder.

13. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution ("Article XXVIII"), then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement, and the parties hereto shall comply with the provisions of Amendment 54. In such case, for purposes of this Agreement, Contractor shall constitute a "contract holder" for purposes of Amendment 54, as shall any additional persons, officers, directors, or trustees related to Contractor who qualify as "contract holders" pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Agreement constitutes a "sole source government contract," Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder, and Contractor hereby agrees to notify City immediately if, at any point during the term of this Agreement, Contractor shall become ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-

appealable action, have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement, and the parties hereto shall have no obligations under such provision or provisions.

14. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

16. Assignability. Consultant shall not assign this Agreement without City's prior written consent.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

20. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

22. 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 or three (3) days after being sent by certified mail, return receipt requested:

If to City:

Rod Wensing, Assistant City Manager
City of Loveland
500 E. Third Street
Loveland, CO 80537

If to Consultant:

Robert S. Tipton
R S Tipton, Incorporated
1041 W. Dry Creek Rd.
Littleton, CO 80120

23. Time of the Essence. Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in Exhibit A, shall be deemed a breach of this Agreement.

24. Special Provisions. None.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LOVELAND, COLORADO

By: [Signature]

Title: City Manager

ATTEST:

[Signature]
City Clerk



APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

CONSULTANT: R S TIPTON, INCORPORATED

By: [Signature]

Title: PRESIDENT

Correction of Signature

STATE OF COLORADO)

COUNTY OF Arapahoe)



My Commission Expires 5/11/2013

Arapahoe County

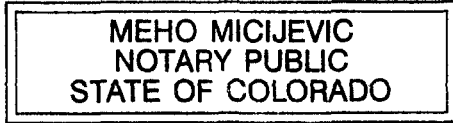
[Signature]

The foregoing Agreement was acknowledged before me this 4 day of September, 2009 by [Signature]
(Insert name of individual signing on behalf of Consultant)

Witness my hand and official seal.

My commission expires 5/11/2013.

[Signature]
Notary Public



My Commission Expires 5/11/2013

County of Arapahoe

EXHIBIT A
SCOPE OF SERVICES

City of Loveland Building Division

*Building Permit Process:
Mapping; Review; Recommendations*

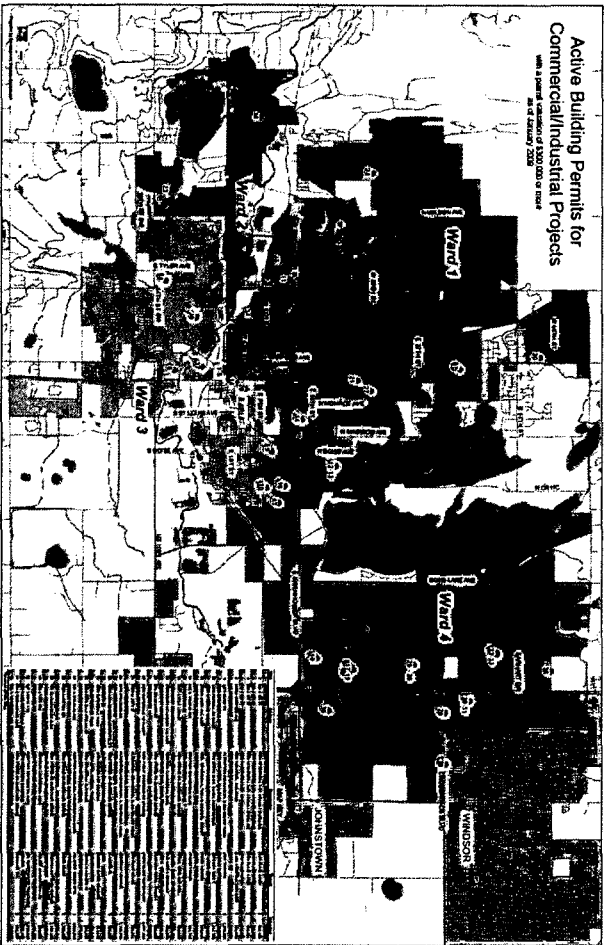
a statement of work for:
The City of Loveland, Colorado



August 20, 2009

R S Tipton, Incorporated
1041 W. Dry Creek Rd.
Littleton, Colorado 80120
303.797.0180

www.RSTipton.com



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Project Understanding



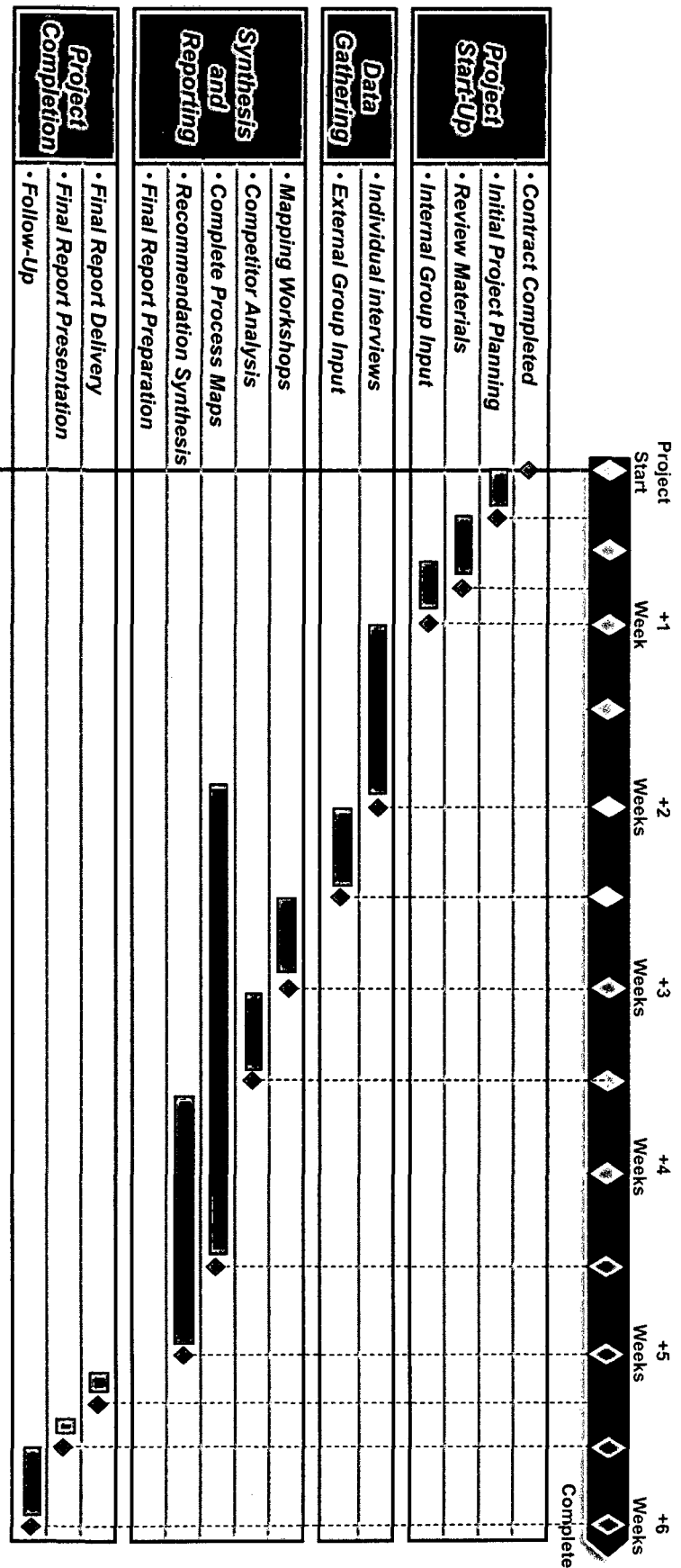
Building Division: Process Mapping and Recommendations

- The City of Loveland is interested in having a consultant create a detailed process map of its building permitting process
- Following the process mapping exercise, the City is interested in hearing specific recommendations from the consultant related to improving the building permitting process
- The consultant will receive input in the following ways:
 - Interviews with City Staff
 - Review all building permit-related materials
 - Observing the permitting process “in action”
 - Interviews with external stakeholders (contractors, builders, etc.)
 - Interviews / observation / research related to “competitive” communities (related sizes, similar market dynamics)
- The consultant is expected to present his findings at the end of the assignment to an appropriate audience (of the City’s choosing)

Project Timeline

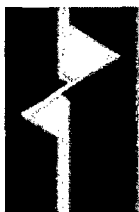


Milestones and Project Schedule



- Final completion date will be determined by:
 - The availability of all stakeholders (internal and external) to participate in interviews, workshops and synthesis discussions
 - The availability of appropriate staff to attend presentations of findings
- Assume start data of 9/8/09 -- completion is likely 11/6/09

Project Investment Summary



| Description | Estimated Hours | Extension (Blended \$200/hr) |
|--|-----------------|------------------------------|
| Project Start-Up | | |
| Preliminary Review of Materials | 6.0 | \$1,200 |
| Initial Meeting with Key Internal Stakeholders | 2.0 | 400 |
| Data Gathering | | |
| Individual Interviews (16-17) | 24.0 | 4,800 |
| Group Input Sessions (external stakeholders) | 4.0 | 800 |
| Process Mapping Workshop #1 (leadership only) | 2.0 | 400 |
| Process Mapping Workshop #2 (all staff) | 4.0 | 800 |
| "Competitive Analysis" | 8.0 | 1,600 |
| Complete Process Mapping, Prepare Initial Report | 24.0 | 4,800 |
| Recommendation Synthesis | 12.0 | 2,400 |
| Final Report Preparation | 12.0 | 2,400 |
| Synthesis and Reporting | | |
| Final Report Delivery / Presentation | 6.0 | 1,200 |
| Follow-up | 4.0 | 800 |
| Project Completion | | |
| TOTAL | 108.0 | \$21,600 |

- Travel and other expenses
 - > R S Tipton will bill the City of Loveland at the "then current" IRS-approved mileage allowance (as of this proposal being prepared it is \$.55 per mile) for any distance traveled beyond 50 miles one-way from R S Tipton's offices. We anticipate this will be 35 miles for each trip to / from Loveland.
 - > Additionally, if travel outside of the Colorado front range area is necessary to complete this project, all "normal and customary" expenses will be billed back to the City.
 - > Other expenses (required office supplies, copying, express delivery services, long-distance telephone charges, etc.) that are necessary to complete this project will be billed back to the City.
- Insurance and other contractually-required covenants
 - > Appropriate certificates or letters will be included as part of the contract finalization process.



RS Tipton

Thank You

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

CME
P1DC 09-15-2009
DATE

PRODUCER
ISU INS SERVICES OF CO INC/PHS
342290 P: (866)467-8730 F: (877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
R.S. TIPTON, INCORPORATED
1041 W DRY CREEK RD.
LITTLETON CO 80120

INSURER A: Hartford Casualty Ins Co
INSURER B: Twin City Fire Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---------------|----------------------------------|-----------------------------------|--|-------------|
| A | GENERAL LIABILITY | 34 SBM PB8406 | 01/13/09 | 01/13/10 | EACH OCCURRENCE | \$1,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$300,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$10,000 |
| | <input checked="" type="checkbox"/> General Liab | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY | 34 SBM PB8406 | 01/13/09 | 01/13/10 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | GARAGE LIABILITY | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ | |
| | | | | | OTHER THAN EA ACC \$ | |
| | | | | | AUTO ONLY: AGG \$ | |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ | |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ | |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ | |
| | RETENTION \$ | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 34 WEC NC0098 | 08/23/09 | 08/23/10 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. The certificate holder is additional insured on Business Liability per coverage form SS0008.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

THE CITY OF LOVELAND
ATTN: ROD WENSING
500 E 3RD ST
LOVELAND, CO 80537

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jac Taylor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2009

PRODUCER (303) 534-2133 FAX: (303) 892-5579
ISU Insurance Services of Colorado, Inc.
950 17th Street, Suite 1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Denver CO 80202-2819

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
R.S. Tipton, Inc.
Robert Tipton
1041 W. Dry Creek Road
Littleton CO 80120

INSURER A: Philadelphia Indemnity Ins. 18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|--|---------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | Y/N <input type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER PROFESSIONAL LIABILITY | PHSD357589 | 8/23/2009 | 8/23/2010 | Each Claim \$1,000,000 Annual Aggregate \$1,000,000 Deductible \$5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

Proof Of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J A. Gutierrez/PL3