

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Crystal Valley Pkwy & Plum Creek Blvd Roundabout Project)**

DATE: December 21, 2021

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

SHORT ELLIOTT HENDRICKSON, INC., a Minnesota corporation, 2000 South Colorado Blvd., Suite 600, Colorado Center Tower One, Denver 80222-7938 (“Consultant”).

RECITALS:

- A. The Town issued a Request for Proposals from qualified consultants with expertise in engineering design services.
- B. Consultant timely submitted its proposal.
- C. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide engineering design services in accordance with the scope of work attached as *Exhibit 1* (“Services”).

Section 2. Payment. Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1* and *Exhibit 1-C*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$316,910.00, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services on December 22, 2021 and complete the Services April 14, 2023. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the

Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Town.

Section 7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket

contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 2* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person, \$1,093,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-

101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 9. Indemnification. Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 13. Time of the Essence. Contractor shall meet the schedule and deadlines as set forth in this Agreement, including any agreed upon modified schedules commenced after design has been commenced, which shall be memorialized in writing by both parties. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 14. Consequential Damages. Neither Town nor Contractor shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable or are caused by willful misconduct, negligent act or omission, or other wrongful act of either of them.

Section 15. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's

fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 18. Independent Contractor. Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:


Approved as to content:

Michael J. Hyman, Town Attorney

Dan Sailer, Director of Public Works

CONSULTANT:

SHORT ELLIOTT HENDRICKSON, INC.

By: _____
Michael Perez
Principal

Its: _____

EXHIBIT 1

SERVICES

Consultant shall provide the following Services for the Town related to the design of the Crystal Valley Parkway and Plum Creek Boulevard roundabout project.

The scope of services is more specifically described below, but, generally includes all facets of project development from design scoping through post-construction services.

In addition to Consultant's "Project Approach," attached as *Exhibit I-A*, and "Project Schedule," attached as *Exhibit I-B*, the scope of services for this project are as follows:

Task 1 – Project Initiation and Continuing Requirements

This task includes scope items that will ensure

- Timely design decisions required to meet the project milestones,
- Proper coordination between stakeholders and the design team, and
- Adherence to project goals, budget and schedule

For this project, the continuing requirements fall into three categories: Project Meetings, Coordination Meetings, and Project Management.

1. Project Meetings – These meetings are planned to occur between the Consultant Project manager, pertinent design team staff, and the Town. These meetings will be utilized to discuss details about the project. Meetings anticipated are the project kickoff meeting and design review meetings at the 30 and 90 percent levels of design. Consultant shall prepare agendas and take meeting minutes of each meeting. Meeting minutes will be compiled for every project meeting held and distributed within one week of the meeting. For the project bi-weekly meeting are required.
2. Coordination Meetings – Coordination meetings planned for this project include one utility coordination meeting and two on-site meetings. Consultant shall prepare agendas and take meeting minutes of the coordination meetings. Meeting minutes will be compiled for coordination meetings held and distributed within one week of the meeting.
3. Public Meetings - It is anticipated that two public meetings will be held. These meetings are expected to be open house format with graphics showing progress, development of construction drawings, and an opportunity for stakeholders to provide input into the design. Consultant can estimate that 4 exhibits will be required for these public meetings.
4. Project Management – This is an on-going activity required to ensure project success. This includes internal quality control, communications with agencies and sub-consultant team members, proactive management of schedules and budgets, and resolution of routine issues during the course of design. In addition, the Project Manager will be responsible for upkeep of project records, communications and design documentation.
5. Quality Assurance/Quality Control – At each major design milestone, the plan review package will go through an internal peer review by a senior engineer. The review will focus on any design issues, constructability of the plans, and plan legibility. Revisions to the plan review packages will be made prior to submitting to the Town.

Task 2 – Traffic Analysis

Selection firm will be required to perform a traffic analysis of a roundabout at the intersection to determine it operates at an acceptable level of service and determine the necessary lane configuration.

Task 3 – 30% Design

1. Design Field Survey
2. Geotechnical Investigation
3. Subsurface Utility Engineering (SUE) Survey and Plans
 - Locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by the utility companies. It is anticipated that construction for this project will have an impact such that the project will fall under the requirements of Colorado Subsurface Utility Law (SB18-167) and that ASCE Quality Level A SUE information and plans will be required
 - Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by "potholing".
 - Hydraulic Survey
Locate culverts, storm sewer pipes, inlets, vaults, manholes and determine invert elevations. Locate inlets and determine invert elevation of pipes. Accomplish drainage situation surveys for designated culverts.
 - Develop a Utility Tracking Matrix. This matrix will include the results of the SUE investigation. The information included shall include, at a minimum; Potential utility conflict area, depth of utility, size of utility, owner of utility, source of conflict, proposed relocation or protection of utility, contact person of utility owner, date of last contact with utility owner, Status of required utility coordination.
 - Submit necessary information for the relocation or adjustments of affected utilities to the Town for process of required agreements.

4. Preliminary Roundabout Design

The Roundabout Design starts with choosing a design vehicle and setting the inscribed circle diameter size. The center of the roundabout will be placed in a location that balances the surrounding right of way constraints. Performance checks, such as fastest path radii, design vehicle pathing (WB50), stopping/intersection sight distance, will be performed. The roundabout will be revised as necessary to pass all performance checks. The performance checks and the geometric layout of the roundabout shall be incorporated into a 30% design review package for the Town's approval.

5. 30% Design Plan Review Package

In preparation for the 30% Design Review, Consultant shall provide the following plan sheets:

- Title Sheet
- Typical Sections
- Roundabout Geometry Plan
- Roundabout Performance Checks, including a fastest path analysis
- Utility Plans
- Prepare an Opinion of Probable Construction Costs.

Task 4 – 90% Design

Once the geometry and placement of the roundabout has been approved, final design plans will be assembled.

1. Roadway Design
Once the roundabout's horizontal geometry has been set, horizontal and vertical control lines will be established. From these control lines and using the Design Field Survey, a model will be created for use by the other design disciplines. The model will incorporate a typical section meeting criteria from the Town of Castle Rock. The criteria include anticipated roadside improvements such as sidewalks. Also from the model, determination of catch points will be made to anticipate slope impacts to existing terrain, utilities, and rights-of-way. The roadway design is anticipated to be complete far enough along so that any necessary easement and right-of-way limits can be established.
2. Traffic Design
A traffic signing and pavement marking (striping) plan will be developed for the proposed roundabout. Traffic control plans will also be prepared in coordination with the proposed construction phasing (see Section 6). The construction traffic control plans will include details for handling both pedestrian, bike and vehicular traffic within the project limits. Vehicular traffic shall include rectangular rapid flash beacons.
3. Hydrology & Hydraulics Design
Hydrology and Hydraulic Engineering activities will include the qualitative analysis of existing (historic) drainage patterns and conditions, recommendation of proposed drainage requirements, and a drainage memorandum outlining the recommended design and existing conditions.
4. Determination of Water Quality Improvements
A report and calculations shall be submitted per the Town of Castle Rock Storm Drainage Criteria Manual (SDCM) to determine the need for water quality improvements.
5. Landscape/Streetscape Design
6. Lighting Design
7. Construction Phasing
A construction phasing plan shall be developed for the project which integrates the construction of all the project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction (detours). A preliminary traffic control plan will also be developed which will be compatible with the phasing plan. Coordinate, complete, and compile the plan inputs from other disciplines: materials, hydraulics, traffic, right-of-way, utilities and structures.
8. Erosion Control Plan
An erosion control plan will be created to identify the best management practices according to the Town's Grading, Erosion and Sediment Control (GESC) Manual prior to, during and for final construction.
9. Utility Coordination
Following the finalization of the roadway horizontal alignment and profile grade and the horizontal and vertical location of drainage structures, sewers, and other underground structures, coordinate with the Utility Engineer to identify and resolve any conflicts to finalize utility clearances.
 - Prepare and provide final utility plans
 - The final utility plans shall include all horizontal and vertical locations of the existing and proposed utilities and any other details which would indicate possible utility conflicts.
 - This plan will include Town of Castle Rock Communication conduit as required per municipal code
 - This plan will include Light locations as designed in compliance with the Town of Castle Rock "Transportation Design Criteria Manual (TDCM).
 - Utility Matrix
 - Assist the Town as required to provide information to utility owners for needed relocation efforts and contract agreements
10. Right of Way Services / Right of Way Acquisitions
The following work shall be completed by, or under the immediate supervision of a Professional Land Surveyor (PLS). The project is seeking ROW/Easement acquisition services that conform to the requirements of the Town of Castle Rock.

Right of Way Services

- Research
 - Identify affected ownership from preliminary design plans
 - Obtain assessor's maps for the project
 - Locate documents which transfer title
 - Research to determine encumbrances, liens, releases, etc.
 - Make physical inspection of property. Note any physical evidence of apparent easements, wells, ditches, ingress, and egress
 - Check with local entities for location of existing roads or easements
 - Check for and obtain latest subdivision plats and vacations of streets
- Prepare an Ownership map of properties adjacent to the project limits.
- Review preliminary design and survey report.
- Review project coordinate system and basis of bearing from Control Survey prior to calculations
- Prepare and submit Legal Ownership Plats after needed acquisitions services performed to Douglas County Assessor.
- Prepare legal descriptions of Right-of-Ways and Easements needed to construct all improvements
- Prepare property appraisals for needed ROW and Easements

Right of Way Acquisitions

- Modify the materials/plans/reports created in task 6 as needed after the 30% design review process
- Initiate ROW acquisition process for needed Right-of-ways and easements. This activity shall be in conformance with Town requirements
- Hold ROW Plan Review Meeting with the Town, design team, and other agencies. Before proceeding with acquisition activities
- Revise ROW plans as needed during negotiations
- Provide Title Insurance and closing services

11.90% Design Review Package

In preparation for the 90% Design Review, Consultant shall be providing the following plan sheets:

- Title Sheet
- General Notes
- Quantities
- Survey Control Diagram
- Typical Sections
- Geometry Plan
- Removal Plans
- Roadway Plan and Profile Sheets
- Drainage Plans
- Grading and Erosion Control Plans
- Utility Plans
- Construction Phasing Plans
- Traffic Control Plans
- Signing and Striping Plans
- Landscape/Streetscape Plans
- Lighting Plans
- Cross Sections
- Specifications
- Updated Opinion of Probable Construction Costs

Task 5 – Bidding Services

Consultant will coordinate with the Town to perform services related to the bidding of the construction project. These services will include:

- Bid package distribution to the Town (Town to Place on BidNet).
- Scheduling and running a pre-bid meeting.
- Issuance of pre-bid meeting minutes
- Responding to bidder inquiries, with input from the Town
- Issuance of bid addenda
- Assisting with the bid opening
- Tabulation of bidder results and award recommendation

Task 6 – Services After Design

- REVIEW OF SHOP DRAWINGS
 - Review contractor shop and auxiliary drawings as directed by the Town/PM
- CONSTRUCTION SERVICES (When requested by the Town)
- Provide field observation when requested by the Town
- Technical Assistance (Provide technical assistance to Town/PM project personnel on an as-needed basis. This service shall include, but not be limited to, the following:
 - Respond to questions in the field that arise relative to the plans, details or special provisions
 - Provide engineering and drafting services for design revisions required due to changes in construction or field conditions.
- Design and Plan Modifications as Directed by the Town (unforeseen conditions)

Task 7 – Post Construction Services

- “As-Built” Plans
 - Modify the original plans so that the plans will agree with actual construction results.
- Revisions to the Final Right-of-Way Plans
 - Review the final Right-of-Way line to identify any excess property due to construction changes. Prepare Final Plan Revisions, including legal Descriptions of excess property

The total project cost is \$316,910.00 as set forth in the fee schedule attached as *Exhibit I-C*.



Section 3 — Project Approach

PROJECT MANAGEMENT APPROACH

PROJECT CONTROL

Scott Jardine, our proposed project manager, brings more than 20 years of experience as a manager and senior civil engineer. He also has hands-on experience as an Owner’s Representative, resident engineer and has managed construction administration for municipal roadway and intersection projects. Scott will be your primary contact, responsible for oversight and management of cost and quality control for the project and adherence to the project schedule. SEH recognizes the project manager is the frontline project representative of the firm to his/her clients, subconsultants, outside agencies and staff; therefore, SEH requires project managers to attend training that establishes expectations for quality, cost and schedule management.



Project approach includes evaluating integration of recent improvements into the roundabout design, including mill and overlay pavement options.

QUALITY CONTROL

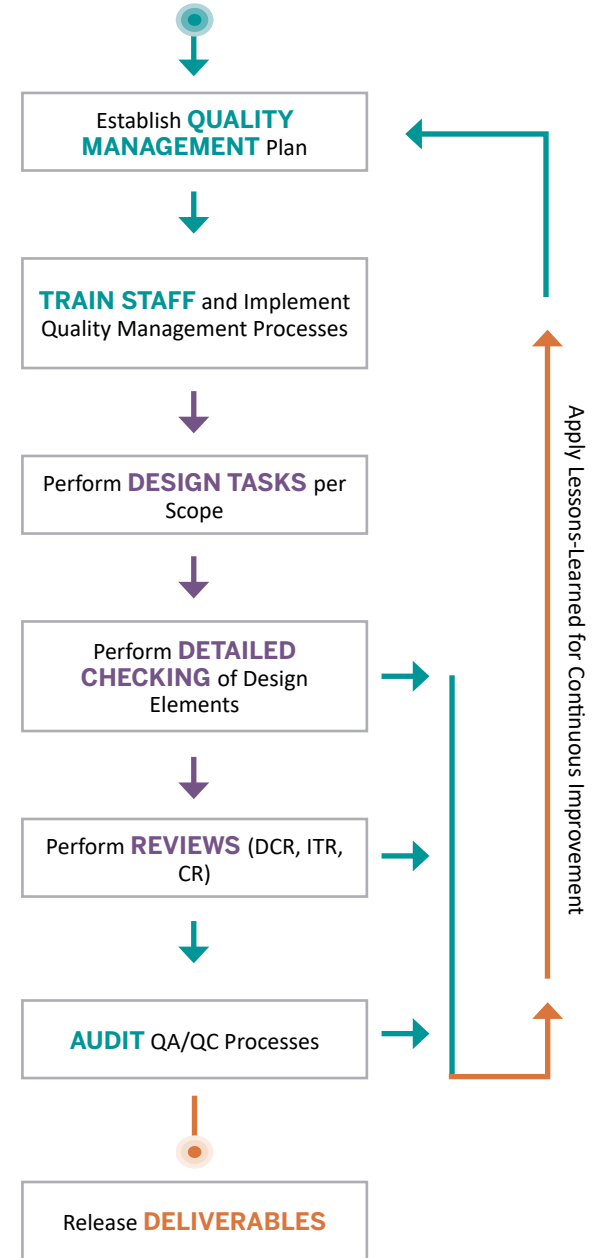
SEH has a formal, firm-wide Quality Assurance/Quality Control (QA/QC) Program used by each project manager to develop a unique plan for each project. The plan requires that all designs be reviewed by a senior level project engineer, not involved in the day-to-day design. Our project principal, Mike Perez, will serve in that role.

At the beginning of the project, Scott will develop a project work plan that includes a Quality Management Plan. This plan and QA/QC schedule will be presented at the kick-off meeting. The plan will be reviewed by the Town to ensure a clear understanding is formed and agreed upon regarding project requirements including goals and objectives. The program continues throughout the project and imparts professionalism and technical specialties into the work as it is performed.

COST CONTROL

Scott will execute a well-conceived and disciplined project management strategy to avoid surprises and meet the project budget – our goal is to provide our services to you within the budget for the defined scope of work. To accomplish this, he will monitor all project activity to make sure the work is delivered as agreed, with resources that can complete the work as budgeted and scheduled. Scott will regularly review project progress to assess any gaps in delivery or schedule and take appropriate corrective actions. Mike Perez, as project principal will provide oversight and assist Scott as needed.

QUALITY MANAGEMENT PROCESS – FLOW DIAGRAM



Our approach begins with adequate scoping, focusing on processes, requirements and expectations. In addition, Scott's cost control capabilities are derived from:

- Regular project updates and meetings accompanied by action items to maintain the schedule.
- Early identification of challenges with cost-effective solutions.
- Application of project experience and lessons learned.
- Allocation of appropriate specialists and quality staff.

If at any point the construction cost estimate appears to be beyond the available budget, the SEH team will work with our the Town's project manager to explore a range of solutions available to get back within budget.

SCHEDULE

Scott will update the draft project schedule (provided on page 13) after confirmation of goals with the Town's project manager. The schedule will be updated periodically to maintain the sequence, duration and interdependencies of all tasks. Our experience on similar projects enables us to efficiently and cost effectively move through the design process, while ensuring collaboration and information sharing among Town staff and project stakeholders. Our goal is to follow a streamlined, feasible and customized work plan and schedule that leaves you with a constructible and affordable project.

PROJECT APPROACH AND METHODOLOGY

PROJECT UNDERSTANDING

The primary objectives of this project are to improve operations and minimize accident potential over the planning horizon, during which growth in traffic volume is anticipated on Crystal Valley Parkway. These improvements will accommodate growth while avoiding the capital and operations costs of full signalization. The design should also accommodate on-street bike traffic on Crystal Valley Parkway and Plum Creek Boulevard.

While the Town's Transportation Master Plan does not identify the intersection for signalization improvements, a new interchange for Crystal Valley Parkway, residential development and commercial sites in the area are expected to result in increased traffic at the intersection. However, the Town's preference is stated in its Transportation Design Criteria Manual, "Roundabouts shall be constructed ... unless it can be demonstrated that a specific location is not a good candidate." To that end, the Town is seeking consultants to provide engineering services and technical support for the planned roundabout at Crystal Valley Parkway and Plum Creek Boulevard.



Roundabout design criteria evaluation includes multimodal assessment and long-range planning.

PROJECT SCOPE AND APPROACH

ROUNDBOUT DESIGN

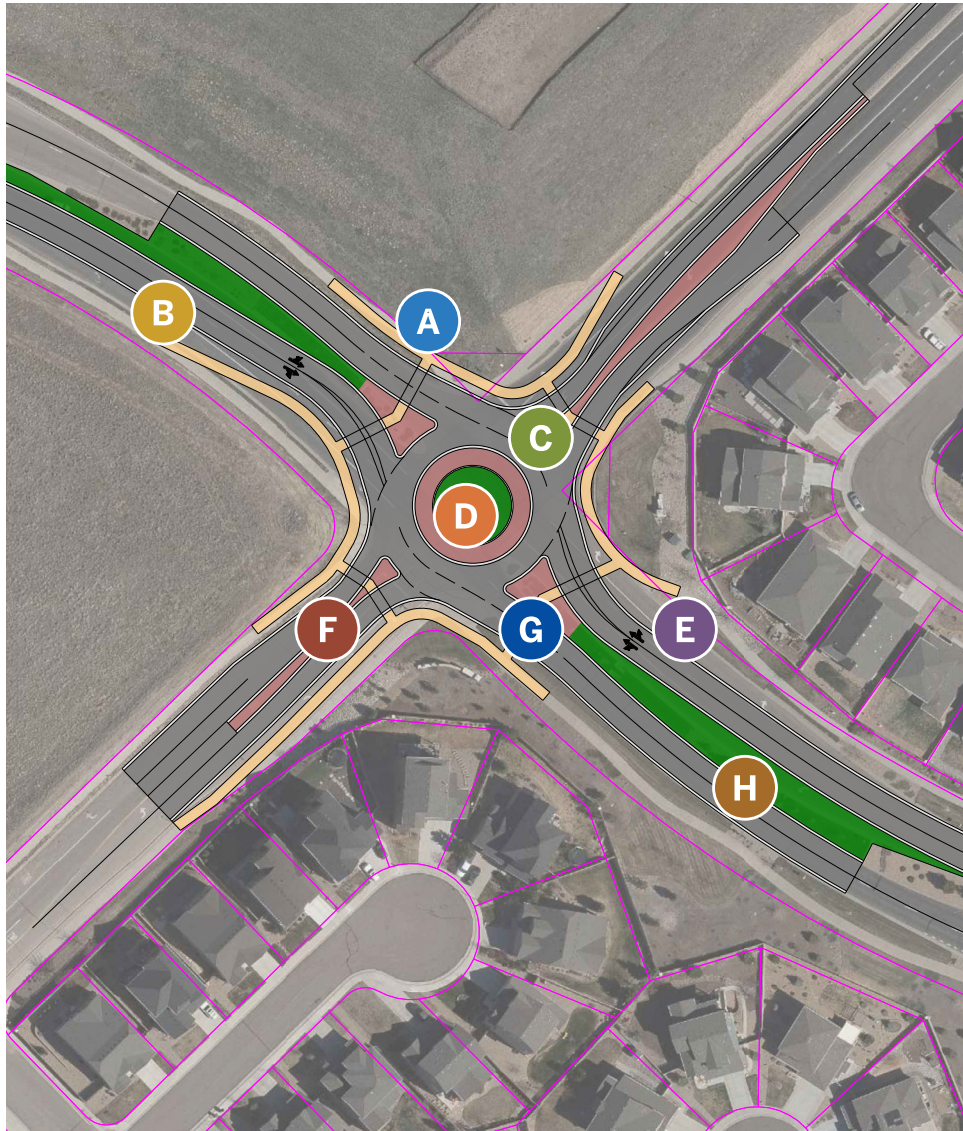
As an early design activity, SEH will develop the preliminary roundabout layout, ensure the functionality of the design, verify the operational performance of the proposed layout, review the geometric design and capacity analysis/simulation and review design year traffic forecasts. To get a sense of the site-specific challenges and opportunities, SEH has developed a concept layout for a roundabout at this location which is provided on the following page.

Although right-of-way (ROW) acquisition is identified by the Town as a potential need and is included in our approach and fee, we know the acquisition process is likely a driving force in the project timeline and can be contentious. As such, our proposed layout supports the Town's Transportation Master Plan full build-out with recommended drive lanes and traffic volumes anticipated in that study.

This concept layout maintains two drive lanes in each direction on Crystal Valley Parkway and a single lane on Plum Creek Parkway. Further consideration of on-street bike lanes and/or two lanes in each direction along Plum Creek, as well as the need for dedicated right turn lanes will need to be reviewed in more detail. Additionally, key design features will be reviewed to provide for a functionally safe and operationally efficient project. Vehicle turning movement paths will be verified, pedestrian and bicycle movements will be evaluated, utility impacts considered, and pavement markings, signing and lighting reviewed.

CRYSTAL VALLEY PARKWAY AND PLUM CREEK BOULEVARD ROUNDABOUT

— CONCEPT LAYOUT OPPORTUNITIES MAP



- A** Sidewalk tie-ins and slope grading to avoid ROW line encroachment if possible.
- B** Bicycle lane striping to be integrated into design.
- C** Roundabout Design parameters to be vetted with WB-50 analysis.
- D** Center paving and low profile to be reviewed with Town. Headlight exposure and traffic behavior to be considered; vertical design to avoid existing utility conflicts.
- E** Two lane ingress/egress on Crystal Valley Pkwy; lane configuration to be confirmed.
- F** Single lane ingress/egress on Plum Creek Blvd; lane configuration to be confirmed.
- G** Rapid flashing beacon locations to be determined.
- H** Medians to be transitioned so drive lanes meet existing grades; replace landscape and irrigation in-kind. Cap irrigation outside limits to maintain service.

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Alternatives may necessitate ROW acquisition; therefore, confirming the preliminary layout is a high priority because delineation and acquisition of new ROW is likely to be a critical path to the project schedule.

We understand the Town prefers to raise the roundabout above the existing grades to avoid utility cover issues and potential utility conflicts. This will likely extend roadway tie-in points further down gradient and may impact grading tie-ins to the ROW line. We will review key vertical design features including approach and yield condition sightlines, as well visual barriers in the center island. SEH will verify construction limits to minimize impacts to private property, requiring permanent ROW and temporary easements.

The design criteria for the roundabout will be in conformance with the Town's requirements and will include:

- Town of Castle Rock Transportation Design Criteria Manual
- CDOT's Standard Roadway Drawings and Specifications
- Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA Roundabout guidelines
- Pedestrian refuge areas at splitter islands
- Inscribed Circle (min.): 105' single lane; 150' two-lane
- ADA compliance
- Accommodation for bicycles
- WB-50 Design Vehicle (min.)

TRAFFIC ENGINEERING

Based on Town-provided ADT and TMC counts and traffic analysis from the Transportation Master Plan, SEH will use HCS and/or RODEL modelling software to analyze the operation

of the roundabout to determine opening day, +10 year and final design year lane configurations. If the recommended lane configuration for any of the three time periods differs, a decision will need to be made as to whether the roundabout is built for the design year or constructed for the +10-year volumes, but set up to be easily expanded in the future. Over the last 10 years, the latter has become the more preferred treatment. After the lane configuration is chosen, we will use the recommended design vehicle for this site to properly size the roundabout and then check all the design parameters to ensure the roundabout is designed based on current FHWA standards. We will provide a Traffic Study memo summarizing our findings and recommendations.

Through the development of final design, we will also develop signing and striping plans for the roundabout and adjacent roadways in compliance with the MUTCD. Signing and striping a roundabout are critical elements that directly contribute to its successful operations, including advance lane assignment signing. The team will leverage its extensive experience in roundabout design, including the Town's Wolfensberger roundabout, to optimize design and implementation of the traffic control scheme.

DRAINAGE, STORMWATER CONVEYANCE AND WATER QUALITY

This project allows for improvements to be made for the conveyance of stormwater through the intersection. The analysis of drainage and water quality, and preliminary and final drainage memos will follow the guidelines provided in Chapter 4, of the Storm Drainage Design and Technical Criteria Manual (SDDTCM).

In the vicinity of the intersection, topography generally falls from northeast to southwest with existing road grades drain from the north, east and south to the west. It is anticipated that historic drainage patterns will be maintained with the construction of this project.

Depending on lanes, configuration and island surface material, roundabout construction may alter the impervious area and the volume of stormwater at the intersection. SEH will obtain and review the design documents (if available) for the existing drainage system, including off-site flows from adjacent areas and supplement any missing data with survey information and field verification. Before any new drainage infrastructure is considered, the function of the existing drainage system will be analyzed to understand how stormwater is conveyed. This understanding will provide the basis for the design of the drainage system for the proposed intersection improvements. As standard practice, SEH stormwater engineers will design a complementary drainage system to utilize as much of the existing infrastructure as possible.



Proposed storm system to complement existing infrastructure; water quality treatments to drain to inlets.

The results from the pavement areas analysis and the potential increase in stormwater volumes may conclude that additional inlets are needed to prevent flooding. The analysis may also conclude that additional stormwater can be conveyed throughout the intersection in curb and gutter sections to existing downstream outfall sources. In either case, the best combination of inlets and/or curb and gutter sections will be used to design drainage improvements at the intersection, including an inlet to capture drainage from the roundabout island gutter.

Grass areas beyond the intersection and relocated sidewalk provide an opportunity for green infrastructure, such as grass bioswales or streetside stormwater planters for the collection and water quality treatment of stormwater from the additional paved areas. The Mile High Flood District and Flood Control District and the City and County of Denver have co-developed an Ultra Urban Green Infrastructure Guide that can be used as a tool for water quality treatment options in urban areas or narrow corridors where traditional treatments are not feasible. Our previous work on the City of Centennial's Peakview/Peoria



Roundabout enables us to apply similar water quality approaches for this project. Peakview/Peoria incorporated bioswales into the newly created open areas between intersection legs. Underdrains in the bioswales were connected to adjacent inlets and conveyed in the downstream drainage system. The designs of water quality features and the release of flows to the existing drainage system would follow the guidelines of the SDDTCM.

LIGHTING DESIGN

SEH's lighting specialists, Ken Taillon and Andrew Felber, have extensive experience designing municipal roadway lighting systems and worked with the Town and CORE on SEH's recent Wolfensberger roundabout project. SEH will conduct a lighting and electrical kick-off meeting with the Town and CORE to identify proposed lighting equipment, electrical design approach and operation and maintenance requirements associated with the new lighting and electrical systems. We will perform photometric calculations to establish locations for the preferred lighting units and supporting electrical infrastructure. Construction documents will identify locations for proposed lighting units and associated conduits and provide necessary electrical details and specifications to enable a contractor to install the conduit.

We understand CORE will provide conduit sizes and locations for incorporation into the plans. CORE will also furnish and install all conductors, lighting units and a service connection to provide a complete and operational system. SEH will design locations for solar powered rectangular rapid flashing beacon (RRFB) equipment at the Town's preferred locations. This information

will be incorporated into the plans for contractor installation.

Street and intersection lighting will conform to the Town of Castle Rock Transportation Design Criteria Manual and will adhere to the latest FHWA design guide for roundabouts and/or publications of the Illuminating Engineering Society (IES) concerning roundabout lighting.

LANDSCAPE/STREETSCAPE DESIGN

The center of the new roundabout is anticipated to be a patterned concrete, hardscape matching or similar to the Town's approach on the existing roundabout on Wilcox and 5th Street. Splitter islands are anticipated to have a similar treatment. The team will confirm the Town's expectations through early coordination and scoping.

SEH understands that the Town prefers impacted landscaping to be restored in-kind. Landscape plans will be prepared in accordance with the Town's Landscape and Irrigation Criteria Manual. SEH will provide contractor performance specifications to replace landscaping and reestablish existing irrigation service to these areas, or cut and cap the lines, as appropriate.

Existing landscape and irrigation plans will be obtained from the HOA or Metro District currently maintaining these facilities. A field review will be conducted to assess existing surrounding context and views. All base mapping for the landscape and irrigation layout will be provided in the plan set, as available. Utility locations, pedestrian facilities and sight distance criteria will also be provided on the plans.

Patterned, concrete paving will be used for Plum Creek Boulevard's pedestrian refuges and narrow medians, integrating with the existing median on the north side of the intersection. On Crystal Valley Parkway, the Town may consider a combination of patterned, concrete paving through the pedestrian refuted islands, and then restored landscape medians to allow for grade transitions and lane re-routing.

CONSTRUCTION PHASING AND TRAFFIC CONTROL PLANS

As major components of Castle Rock's transportation system, traffic will need to be maintained on both Crystal Valley Parkway and Plum Creek Boulevard throughout the duration of construction. To accomplish this, SEH will develop a phased construction plan that will maximize construction efficiency while accommodating traffic demands at the intersection. By shifting traffic off alignment, a substantial portion of the roundabout can be constructed under traffic. Once completed, traffic can be shifted to the newly completed work while the remaining construction is performed. Phasing and traffic control plans will need to be developed in sufficient detail to ensure a constructible plan, and specifications



Roundabout design to consider bicyclist and pedestrian safety, including RRFB's.

will be provided requiring the contractor to submit Methods of Handling Traffic (MSTs) for approval as the plan is adapted to the contractor's specific construction approach. Key considerations for the phasing and traffic control plans include:

- Available space for temporary pavement and traffic shifts.
- Utility conflicts.
- Determination of need for exclusive left- and right- turn lanes at the intersection.
- Time limits for temporary closures to make traffic shifts and closure pours.
- Alternate detour routes.
- Maintain safe separation of construction activities and vehicular traffic.

GEOTECHNICAL AND PAVEMENT DESIGN

Geotechnical explorations and design recommendations are required for the design and construction of a new roundabout. The geotechnical approach, prepared by Shannon & Wilson SEH's subconsultant, includes subsurface explorations in accordance with the Town of Castle Rock's Transportation Design Criteria Manual, laboratory testing, geotechnical engineering analyses, development of geotechnical engineering and pavement design recommendations and preparation of a pavement design report.

Shannon & Wilson will complete geotechnical reconnaissance, log borings and collect samples for classification and laboratory testing. A visual assessment of the existing pavement will be conducted to evaluate the feasibility of mill & overlay rehabilitation. Data generated during the subsurface exploration and laboratory testing programs

will be analyzed to develop findings and recommendations to be presented in a formal report. We assume reconstructed roadway and the new roundabout drive lanes will utilize asphalt. The roundabout island will also likely have mountable roll-over curb, and at least a portion of the concrete will need to be able to withstand vehicle loading. The report will be signed and sealed by a professional engineer registered in the state of Colorado.

The proposed drilling plan consists of:

- Six 5-ft. and two 10-ft. borings within the paved roadway, within existing pavement and the anticipated footprint of the intersection improvements.
- Traffic control will be required and provided during subsurface exploration; lane closures will be necessary.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES AND UTILITY COORDINATION

Our team understands the importance of properly identifying utilities and their associated impacts to this project. SEH anticipates providing in-house utility locates and SUE Level B identification of utilities in the public ROW, per SB 18-167 requirements. Additionally, as outlined by the Town, SEH will subcontract to provide up to 20 utility test holes to identify utility line locations and potential utility conflicts. Test holes will be backfilled with excavated native material and asphalt will be repaired using cold patch. Test holes within concrete flatwork will be placed for the extents of the test hole diameter. Utility plans will be provided meeting ASCE 32-02 Standards, along with a Utility Matrix. Utility plans will be stamped per SB 18-167 requirements.

SEH will work with utility owners to identify, locate and evaluate impacts to their facilities. We understand that utility relocations can be a major risk to meeting the construction schedule and we will work to have clearances and scheduling established well before construction is set to begin. We will be able to achieve this based on our relationships and experience with utility companies.

Anticipated utilities include:

- **Town of Castle Rock:** Water, Sanitary Sewer, Storm Sewer, Traffic
- **Communications:** ADB Companies, Centurylink, Level 3, Comcast, MCI, T-Mobile
- **UG Electric:** CORE
- **Natural Gas:** Black Hills Energy
- **HOA/Metro District:** private irrigation, lighting and other utilities to be confirmed

Based on similar project experience we understand the greatest potential for utility impacts are related to roadway adjustments and drainage improvements crossing buried utilities. Watermain and sanitary sewer relocation design aren't anticipated at this time. SEH intends to confirm planned utility upgrades so they can be completed in conjunction with the project to limit potential impacts to the newly paved roadway going forward. By confirming the location of the utilities relative to the proposed improvements and coordinating with utility owners, it is possible to avoid or minimize utility relocations.

Our approach, combined with our team's relationships with the utility companies, should ensure smooth and productive coordination, allowing the roundabout project to move forward with minimal schedule risk. The method involves the following steps:

- **Utility Contacts:** identification of all utility contacts within the project area is initiated immediately by conducting a search of the UNCC utility owner database and following up with identified owners to confirm the presence and location of facilities.
- **Utility Information:** As-built drawings and key maps will be obtained from utility owners to fill data gaps. Information regarding planned relocations for other projects in the area will provide a complete overview.
- **Utility Identification:** A private engineering locate will be conducted, with horizontal locations of utilities marked and subsequently surveyed. While potholing of utilities is usually reserved for preliminary or final detailed design, pothole data from other projects will be collected and compiled as available. Per the City's direction, up to 20 potholes is assumed.
- **Utility Mapping:** Compiling all utility data into an existing utility map and any preliminary design plans is the most important step in the utility program. Map review from all affected utility companies at each phase maximizes data accuracy and ensures that utility information provided to the design team is the most up-to-date information available.



- **Preliminary Conflict Analysis:** Using the utility mapping and plans, potential conflicts between existing utilities and proposed improvements and relocation strategies are identified. An effort will be made to eliminate or mitigate conflicts by coordinating with the utility owners and project team.
- **Conflict Resolution:** Conflict resolution happens after preliminary conflict analysis. Potholing will be conducted to resolve alignment and cover issues. A Utility Matrix will be provided identifying pertinent information and contact names and numbers.
- **Utility Agreements:** By following CDOT's utility clearance process, concurrence for all work by and for utility owners is obtained.

SURVEYING AND ROW SERVICES

SEH will use its in-house survey resources to perform all necessary topographic and ROW survey tasks. Our design and survey team members bring a long history of integration on design projects, streamlining the communications and data flow that will lead to sound design and right-of-way documents. Survey tasks will include:

KICK-OFF MEETING – RIGHT OF ENTRY

SEH will prepare letters of survey notice (right of entry) to the private property owners where access will be required to inform them of the work taking place on their property. Before letters are sent, SEH will provide a copy to the Town for approval. Once approved, the letters will be sent within 24-hours. SEH will assume there to be a kick-off meeting which will be attended by an SEH survey representative.

PRIMARY/PRELIMINARY CONTROL AND PROPERTY RESEARCH

While waiting for the 14-day property owner response to the survey notice period, SEH will begin working on establishing primary control based on Colorado State Plane Central Zone NAD 83 modified to ground coordinates and the vertical datum on NAVD 88. Aliquot Corners and property corners along the road ROW will also be surveyed at this time which will be used for mapping the existing ROW.

Property research will also begin during this time. SEH will research the Douglas County property records to acquire plats and ownership documents to be used to map the existing right-of-way and any land parcels that would be affected by the proposed improvements. This information will also be used to aid in existing monument recovery and

identify any differences between record and field measurements.

TOPOGRAPHY SURVEY

SEH will perform a topographic survey of the defined survey area. Pubic ROW survey can begin in advance of private property right of entry permissions. Topographic features include: utilities and utility structures (both dry and wet), irrigation pipes, diversion structures, swales, ditches, grade breaks, ground shots, concrete walks and structures, pavement, pavement striping, landscape features including all trees, fences, signs, gates, sound wall and barrier locations, storm sewer facilities with pipe sizes and inverts, water valves/hydrants and sufficient topo point coverage so that cross-sections can be developed. An AutoCad Civil 3D 2020 drawing with a TIN (Triangulated Irregular Network) of the surface will be delivered.

UTILITY MARKINGS AND TESTHOLE SURVEY

The surface markings of the underground utilities, together with above-ground structures will be surveyed by SEH as part of the topographic survey. Once testholes are completed, SEH will survey the locations and map the depths.



RIGHT-OF-WAY

SEH will provide mapping of the existing road ROW for the defined survey area. Per the Town's direction, SEH assumes two parcels are impacted for ROW take or easements, and as such will also be mapped. Once the design is far enough along to identify what type of legal descriptions are needed (fee parcel, utility, drainage, slope and/or temporary construction easements), these legal descriptions will be provided. We have assumed up to four legals will be signed and sealed for the Town's recording. Title reports for any fee acquisition parcels will be ordered by SEH. Any applicable Schedule B items called out in the title reports will be shown on the legal descriptions and made part of the overall mapping. Parcel ownership will be identified on the plans. Signed and sealed ROW plans (non-CDOT standard) will be produced showing the existing parcel lines adjacent to the survey area, the existing road ROW and any proposed ROW takes or easements. As part of the ROW plan set, a survey project control diagram will include coordinate system and basis of bearings. Due to the tight schedule for ROW plans, title for the two anticipated parcels will be ordered as soon as design has sufficiently progressed.

PUBLIC INFORMATION SUPPORT

SEH understands the importance of public and stakeholder engagement and anticipates attending two open house events to support the Town on this effort. Meeting exhibits will be prepared and presented on boards to illustrate the project concepts. We have supported various municipalities in similar efforts. We also anticipate assisting the Town's staff in answering questions of interested stakeholders and residents.

We recommend two main public engagement points to seek input at key milestones: one after initial research at the start of the project to receive input from citizens and another following alternatives development to present draft recommended improvements. This will allow the Town to provide targeted outreach and hold meetings only when there are milestones that would benefit from public input. In addition, the process will keep the public informed throughout the project enabling the Town to provide project notices to outline next steps for design development. Use of established Town communication channels will maximize exposure and lead to increased involvement.

There may be differing opinions on the project, especially in impacted neighborhoods along Crystal Valley Parkway, but by maintaining clear and open communications and being responsive to the public and stakeholders we can assist the Town to provide a better understanding of the long term benefits the improvements bring to the area.



Communication with impacted adjacent homeowners will be critical to the project success.

RIGHT-OF-WAY CLEARANCE/ LAND ACQUISITION SERVICES

In the property acquisition role, TRS will support the project development and construction by assisting the Town with property owner outreach, including community meetings or property-specific meetings, to offer information about the Town's real estate acquisition process and develop rapport with the property owners.

TRS will work with SEH to coordinate title research to identify property-specific matters of public record that may affect design or impede the Town's ability to secure clear title to ROW or easements.

During final design, TRS will assist with the process to acquire property or easements required to construct and maintain public improvements. This includes coordination with licensed appraisers on behalf of the Town, delivery the requisite notices and conduct of good faith negotiations pursuant to Colorado law and Town Policy.

TRS will coordinate lien releases and closings on behalf of the Town and maintain the real estate file until property acquisition for the project is complete, whereupon TRS will deliver a complete file documenting the Town's acquisition efforts.

PS&E DEVELOPMENT

The SEH team will progress the design and deliverable documents through 30%, 90% and bidding services phases, as specified in the RFP's Description of Services. Prior to each milestone submittal, QA/QC tasks will be performed to verify that documents conform to the project Quality Management Plan. Plan review packages will then be distributed for a fixed review period of (two weeks , or as otherwise agreed to by the Town) and a comment review/resolution meeting will be conducted to gather and discuss all package review comments. SEH will use a comment tracking process to ensure all comments are documented and brought to resolution as the design progresses.

Specifications will incorporate Town-specific provisions and will be based on CDOT Standard Specifications for Road and Bridge Construction. Any necessary project-specific construction special provisions will be determined by the project team in coordination with the Town's construction manager.

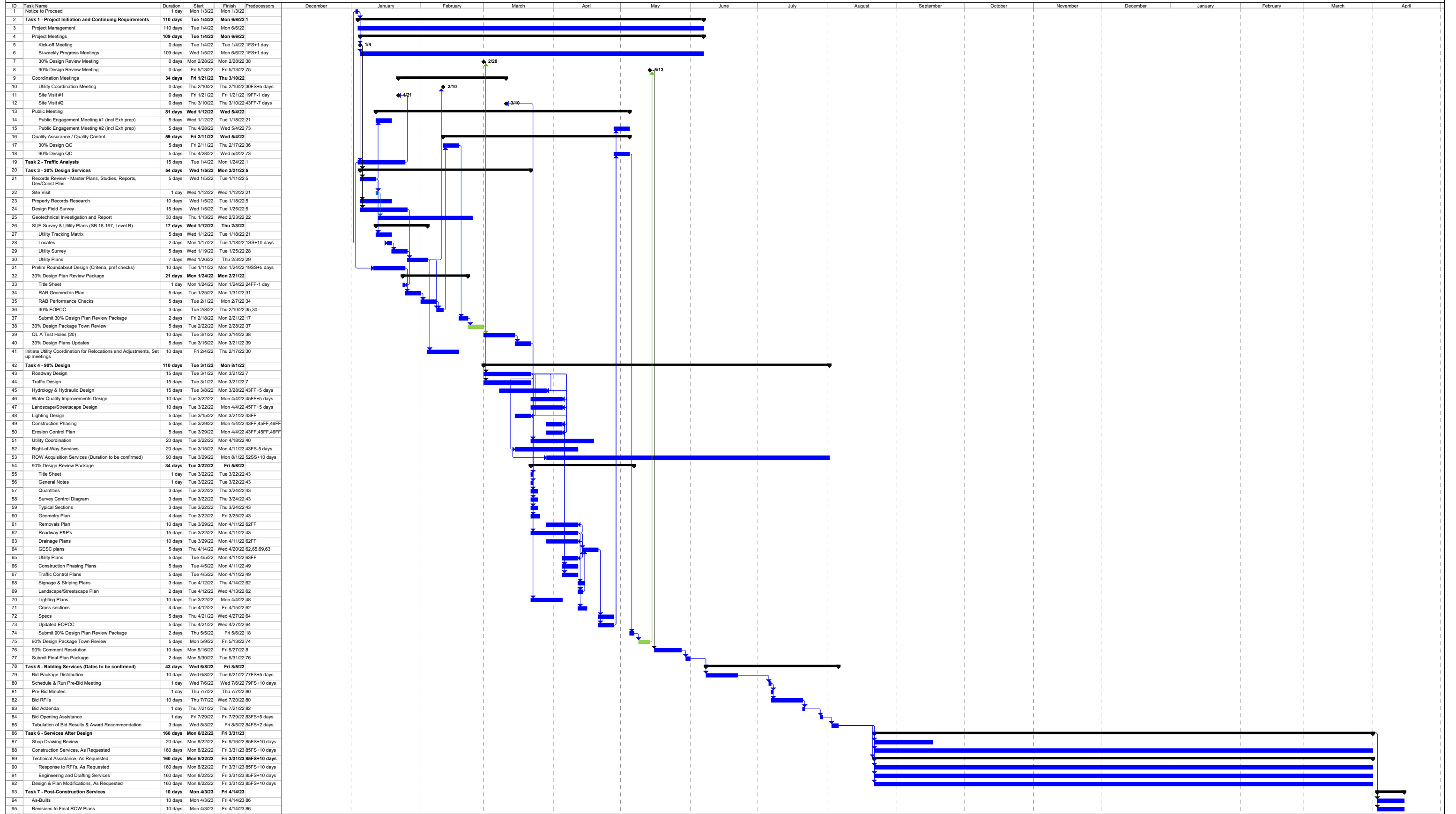
PROJECT SCHEDULE

The schedule on the following page was specifically designed based on our understanding of the project. This schedule is based on an assumed notice to proceed of January 3, 2022 and a design completion date of June 2022, with construction from August 2022 to March 2023.

EXHIBIT 1-B

Crystal Valley Pkwy and Plum Creek Blvd Roundabout Project

PRELIMINARY SCHEDULE



Date: Sun 10/24/21
 Client: Town of Castle Rock
 By: SJ
 Page 1

EXHIBIT 1-C

**PROJECT FEE ESTIMATING WORKSHEET
SEH INC.**

Estimated Project Duration = 15 Months

By: SJ
Date: 10/26/2021
Proposal No: 163409
Project: Crystal Valley Pkwy & Plum Creek Blvd Roundabout - RFP NO. PW2021-07

Revision Date: _____
Job No: _____

Client: Town of Castle Rock

TASK	SEH													Subconsultants			Total Cost per Task		
	Principal Hrs.	Senior Project Manager Hrs.	SUE Manager Hrs.	RAB Design Specialist Hrs.	Snr Proj. Eng/Specialist Hrs.	Senior Designer Hrs.	Professional Engineer Hrs.	Survey Project Manager Hrs.	Survey Crew Chief Hrs.	Staff Engineer II Hrs.	S.U.E Technician Hrs.	Accounting Hrs.	SEH SUBTOTAL HOURS	SEH SUBTOTAL Cost	SEH Expenses	Utility Potholing		TRS (ROW)	Shannon and Wilson (Geotech)
Hourly Rates	\$204.00	\$200.00	\$200.00	\$200.00	\$160.00	\$132.00	\$115.00	\$147.00	\$86.00	\$105.00	\$97.00	\$115.00							
	MP	SI,KT	JA	SH	TN,KT,DI,AM,JC,AF,TW	DS	CS,II,MW	SK	AJ	CH,GM,AGT	BE	SO							
Task 1 Project Initiation and Continuing Requirements																			
<i>Project Management Activities (11 bi-weekly virtual mtngs during Design)</i>																			
	1	45	0	2	28	0	0	2	0	0	0	10.5	88.5	\$ 15,585.50				\$ 15,585.50	
<i>Project Meetings (3 mtngs in person)</i>																			
	2	7.5	0	0	12	0	0	2	0	0	0	0	23.5	\$ 4,122.00	\$ 217.20			\$ 4,339.20	
<i>Coordination Meetings (3 mtngs in person)</i>																			
	2	7.5	0	0	12	0	0	0	0	0	0	0	21.5	\$ 3,828.00	\$ 217.20			\$ 4,045.20	
<i>Public Meetings (2 mtngs in person)</i>																			
	1	8	0	0	0	4	0	0	0	0	0	0	13	\$ 2,332.00	\$ 345.20			\$ 2,677.20	
<i>QA/QC Review (30,90)</i>																			
	1	4	2	0	0	0	0	4	0	0	0	0	11	\$ 1,992.00				\$ 1,992.00	
<i>QA/QC Revision (30,90)</i>																			
	0	0	0	0	8	16	32	0	4	60	0	0	120	\$ 13,716.00				\$ 13,716.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																		\$ 4,235.51	
Task 1 Subtotal	7	72	2	2	60	20	32	8	4	60	0	10.5	277.5	\$ 41,575.50	\$ 779.60	\$ -	\$ -	\$ -	\$ 46,590.61
Task 2 Traffic Analysis																			
<i>Traffic Analysis</i>																			
	2	8	0	8	30	0	20	0	0	0	0	0	68	\$ 10,708.00				\$ 10,708.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 1,070.80
Task 2 Subtotal	2	8	0	8	30	0	20	0	0	0	0	0	68	\$ 10,708.00	\$ -	\$ -	\$ -	\$ -	\$ 11,778.80
Task 3 30% Design Services																			
<i>Design Field Survey</i>																			
	0	2	0	0	0	0	0	10	80	0	0	0	92	\$ 8,750.00	\$ 2,138.40				\$ 10,888.40
<i>Geotechnical Investigation</i>																			
	0	1	0	0	2	0	0	0	0	0	0	0	3	\$ 520.00			\$ 18,770.00	\$ 19,290.00	
<i>SUE Survey & Utility Plans (SB 18-167, Level B)</i>																			
	0	1	6	0	8	4	1	4	4	16	65	0	109	\$ 12,240.00	\$ 1,060.50				\$ 13,300.50
<i>Preliminary Roundabout Design</i>																			
	1	2	0	16	10	12	26	0	0	30	0	0	97	\$ 13,128.00				\$ 13,128.00	
<i>30% Design Plan Review Package</i>																			
	1	2	0	2	5	40	8	0	0	16	0	0	74	\$ 9,684.00				\$ 9,684.00	
<i>QL A Test Holes (20)</i>																			
	0	0	8	0	0	0	0	2	24	0	20	0	0	\$ 5,898.00	\$ 844.80	\$ 9,045.00			\$ 15,787.80
<i>QL A 30% Design Plan Updates</i>																			
	0	0	0	0	1	0	0	0	0	2	0	0	0	\$ 370.00				\$ 370.00	
<i>Initiate Utility Coordination</i>																			
	0	0	2	0	2	0	2	0	0	4	0	0	0	\$ 1,370.00				\$ 1,370.00	
<i>Preliminary Right of Way Plans</i>																			
	1	3	0	0	0	0	0	20	0	20	0	0	44	\$ 5,844.00				\$ 5,844.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 8,966.27
Task 3 Subtotal	3	11	16	18	28	56	37	36	108	88	85	0	419	\$ 57,804.00	\$ 4,043.70	\$ 9,045.00	\$ -	\$ 18,770.00	\$ 98,628.97
Task 4 90% Design																			
<i>Roadway Design</i>																			
	1	2	0	16	20	20	40	0	0	20	0	0	119	\$ 16,344.00				\$ 16,344.00	
<i>Traffic Design</i>																			
	0	2	0	16	10	0	0	0	0	30	0	0	58	\$ 8,350.00				\$ 8,350.00	
<i>Hydrology & Hydraulics Design</i>																			
	0	2	0	0	10	10	0	0	0	36	0	0	58	\$ 7,100.00				\$ 7,100.00	
<i>Det. of Water Quality Improvements</i>																			
	0	1	0	0	4	0	8	0	0	10	0	0	23	\$ 2,810.00				\$ 2,810.00	
<i>Landscape / Streetscape Design</i>																			
	0	0	0	0	4	0	6	0	0	8	0	0	18	\$ 2,170.00				\$ 2,170.00	
<i>Lighting Design</i>																			
	0	21	0	0	42	8	4	0	0	8	0	0	83	\$ 13,276.00				\$ 13,276.00	
<i>Construction Phasing</i>																			
	0	2	0	0	4	4	30	0	0	8	0	0	48	\$ 5,858.00				\$ 5,858.00	
<i>Erosion Control Plan</i>																			
	0	2	0	0	4	0	0	0	0	20	0	0	26	\$ 3,140.00				\$ 3,140.00	
<i>Utility Coordination</i>																			
	0	2	0	0	4	0	0	0	0	8	0	0	14	\$ 1,880.00				\$ 1,880.00	
<i>Right of Way Services (assumes 2 properties)</i>																			
	0	3	0	0	0	0	0	45	24	0	0	0	72	\$ 9,279.00	\$ 2,072.80			\$ 11,351.80	
<i>ROW Acquisition Services (assumes 2 properties)</i>																			
	0	1	0	0	0	0	0	0	0	0	0	0	1	\$ 200.00		\$ 31,166.00		\$ 31,366.00	
<i>90% Design Review Package</i>																			
	1	4	0	2	5	20	12	0	0	40	0	0	84	\$ 10,424.00				\$ 10,424.00	
<i>90% Comment Resolution</i>																			
	0	2	0	0	4	12	8	0	0	0	0	0	26	\$ 3,544.00				\$ 3,544.00	
<i>Final Plan Package</i>																			
	0	2	0	0	4	16	8	0	0	0	0	0	30	\$ 4,072.00				\$ 4,072.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 12,168.58
Task 4 Subtotal	2	46	0	34	115	90	116	45	24	188	0	0	660	\$ 88,447.00	\$ 2,072.80	\$ -	\$ 31,166.00	\$ -	\$ 133,854.38
Task 5 - Bidding Services																			
<i>Bid Package Distribution</i>																			
	1	4	0	0	12	0	0	0	0	8	0	0	25	\$ 3,764.00	\$ 300.00				\$ 4,064.00
<i>Pre-Bid Meeting</i>																			
	0	2	0	0	2	0	0	0	0	0	0	0	4	\$ 720.00	\$ 47.40				\$ 767.40
<i>Pre-Bid Meeting Minutes</i>																			
	0	2	0	0	0	0	0	0	0	0	0	0	2	\$ 400.00				\$ 400.00	
<i>Bid RFI's</i>																			
	0	1	0	0	8	0	0	0	0	2	0	0	11	\$ 1,690.00				\$ 1,690.00	
<i>Bid Addenda</i>																			
	0	1	0	0	4	0	0	0	0	2	0	0	7	\$ 1,050.00				\$ 1,050.00	
<i>Bid Opening Assistance</i>																			
	0	1	0	0	0	0	0	0	0	0	0	0	1	\$ 200.00				\$ 200.00	
<i>Tabulation of Bidder Results/Recommendation</i>																			
	1	1	0	0	2	0	0	0	0	3	0	0	7	\$ 1,039.00				\$ 1,039.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 921.04
Task 5 Subtotal	2	12	0	0	28	0	0	0	0	15	0	0	57	\$ 8,863.00	\$ 347.40	\$ -	\$ -	\$ -	\$ 10,131.44
Task 6 - Services After Design																			
<i>Shop Drawing Review</i>																			
	0	0	0	0	4	0	6	0	0	0	0	0	10	\$ 1,330.00				\$ 1,330.00	
<i>Construction Services, As Requested</i>																			
	0	0	0	0	12	0	8	0	0	0	0	0	20	\$ 2,840.00				\$ 2,840.00	
<i>Technical Assistance, As Requested</i>																			
																			\$ -
<i>Response to RFI's, As Requested</i>																			
	0	0	0	0	2	0	8	0	0	0	0	0	10	\$ 1,240.00				\$ 1,240.00	
<i>Engineering and Drafting Services</i>																			
	0	0	0	0	4	6	0	0	0	0	0	0	10	\$ 1,432.00				\$ 1,432.00	
<i>Design & Plan Modifications, As Requested</i>																			
	0	0	0	0	4	6	0	0	0	0	0	0	10	\$ 1,432.00				\$ 1,432.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 827.40
Task 6 Subtotal	0	0	0	0	26	12	22	0	0	0	0	0	60	\$ 8,274.00	\$ -	\$ -	\$ -	\$ -	\$ 9,101.40
Task 7 - Post-Construction Services																			
<i>As-Builts</i>																			
	0	2	0	0	6	0	0	0	0	12	0	0	20	\$ 2,620.00				\$ 2,620.00	
<i>Revisions to Final ROW Plans</i>																			
	0	1	0	0	0	0	0	16	12	0	0	0	29	\$ 3,584.00				\$ 3,584.00	
<i>10% contingency for additional miscellaneous support activities related to the tasks above only to be used after receiving authorization in writing from town PH</i>																			
																			\$ 620.40
Task 7 Subtotal	0	3	0	0	6	0	0	16	12	12	0	0	49	\$ 6,204.00	\$ -	\$ -	\$ -	\$ -	\$ 6,824.40
Total SEH Hours per Staff =	16	152	18	62	293	178	227	105											

EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2021

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

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

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 E-MAIL ADDRESS:	FAX (A/C, No): (952) 893-1819
	INSURER(S) AFFORDING COVERAGE	
INSURED Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110	INSURER A: XL Specialty Insurance Co. NAIC # 37885	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 1 MPUR **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
	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 OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9984065	10/01/2021	10/01/2022	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: SEH Pur. No. 163409 / Crystal Valley Pkwy & Plum Creek Blvd Roundabout

If required by written executed contract with the Named Insured, notice of cancellation applies as per the policy endorsement and/or as per all policy terms, conditions and language.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER Town of Castle Rock 100 North Wilcox Street Castle Rock CO 80104	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 
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This endorsement, effective 12:01 a.m., 10/01/2021 forms a part of
Policy No. DPR9984065
Issued to Short-Elliott-Hendrickson, Inc.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty-five (35) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

11/17/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1467605 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-5196	INSURER A: The Continental Insurance Company		35289
	INSURER B: National Fire Insurance Co of Hartford		20478
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES *** CERTIFICATE NUMBER: 18021271 REVISION NUMBER: XXXXXXXX**

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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6079420587	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<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	N	6079420699	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<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 \$ 10,000	N	N	6079420590	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
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	N/A	6079421254	10/1/2021	10/1/2022	<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: SEH PUR. NO. 163409 / CRYSTAL VALLEY PKWY & PLUM CREEK BLVD ROUNDABOUT PROJECT. TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY TO THE EXTENT OF LIABILITY ASSUMED BY NAMED INSURED UNDER WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18021271
 TOWN OF CASTLE ROCK
 100 N. WILCOX ST.
 CASTLE ROCK CO 80104

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

Joseph M. Agnello

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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

SHORT-ELLIOTT-HENDRICKSON, INCORPORATED.; 1467605



18021271

TOWN OF CASTLE ROCK
100 N. WILCOX ST.,
CASTLE ROCK, CO 80104

Dear Valued Client:

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

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **18021271**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 18021271**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

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

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

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

Lockton Companies
Technical Services Unit



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

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

Amendment - Additional Insured Limit Provisions

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

When the **Named Insured** agrees in a written contract to make another entity an Additional Insured, and to carry particular limits of liability insurance, and

- The minimum limit of insurance the written contract requires the **Named Insured** to carry is lower than the limit of insurance otherwise provided by this Policy; and

- The written contract does not specify a limit of liability for insurance that applies excess of this Policy,

then provisions in this Policy's Additional Insured endorsements that cap the limits available to such Additional Insureds to no more than the amount specified by the written contract continue to apply. In all other instances, however, such provisions in all Additional Insured endorsements attached to this policy do not apply, and are hereby rendered null and void. In no event, however, will the limits of insurance available under this Policy to an Additional Insured be higher than the limits available to the **Named Insured**.

All other terms and conditions of the Policy remain unchanged.

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

Policy No: 6079420587
Endorsement No:
Effective Date: 10/1/2021

6079420699

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision **A.2.:**

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

- 1. Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
- 2.** Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
- 3.** Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4.** An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

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

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

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

C. Fellow Employee