



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Ridge Road Widening and Plum Creek Parkway Widening Phase 2 Projects)**

DATE: _____.

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

ALFRED BENESCH & COMPANY, a Illinois corporation, 35 W Wacker Dr., Suite 3300, Chicago, Illinois 60601 (“Consultant”).

RECITALS:

- A. The Town issued a Request for Quotes/Proposals from qualified consultants with expertise in construction administration assistance and inspection 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 construction administration assistance and inspection services in accordance with the scope of services attached as *Exhibit 1* (“Services”).

Section 2. Payment. Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$474,100.00, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by July 31, 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.

Section 9. Colorado Governmental Immunity Act. 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 \$424,000 per person, \$1,195,000 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 10. 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 11. 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 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. 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 14. Time of the Essence. Time is of the essence. 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 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 the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. 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

Daniel Sailer, Director of Public Works

CONSULTANT:

ALFRED BENESCH & COMPANY

By:

_____
Handwritten signature of the Sr. Vice President.

Its:

Sr. Vice President

EXHIBIT 1



SCOPE OF WORK
ASSOCIATED WITH THE
CONSTRUCTION ADMINISTRATION ASSISTANCE & INSPECTION
SERVICES FOR RIDGE ROAD AND PLUM CREEK PARKWAY WIDENING
Town of Castle Rock Public Works
May 17, 2022

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I. CONSTRUCTION MANAGEMENT AND DOCUMENTATION SERVICES

- A. Alfred Benesch & Company (CONSULTANT) shall assist the Town by providing the following construction management and documentation services:
1. The CONSULTANT's personnel shall report daily the Town's Project Engineer and maintain continuous communication of Contractor activities, progress, quality, non-conformances, testing results, and other project related items as directed.
 2. Upon receipt of a Notice to Proceed, the CONSULTANT shall attend the pre-construction meeting which will most likely occur prior to any construction activity. The project construction meeting will be attended by the CONSULTANT, the Town, the Engineer, the Material Testing Consultant, the Contractor, and any sub-consultants. At this meeting, the project schedule and the responsibilities of each part will be outlined.
 3. The CONSULTANT shall be on site to observe the Contractor's daily work as directed by the Town. The major portion of the CONSULTANT'S time will be spent observing the Contractor's work in progress, evaluating the quality of the executed work, and assist the Town in determining (in general), if the Contractor's work is proceeding in accordance with the Contract Documents. The CONSULTANT shall be responsible to make recommendations to the Town of the need for corrective action. The CONSULTANT shall keep the Town representative informed on a regular basis (throughout the day) as to how the work is progressing and notify the Town immediately about deficiencies and issues of noncompliance.
 4. The CONSULTANT shall be required to inspect all major items of work (as assigned by the Town) as it progresses on a daily basis, which will include daily inspection of erosion control BMPs for compliance with the approved / applicable GESC/SWMP.
 5. The Contractor's contract time for this project is 420 calendar days for Plum Creek Parkway, and 170 days for Ridge Road. The CONSULTANT shall split project hours per project while the projects run concurrently. The estimated total hours of construction management and documentation associated with this project and the total "Not to Exceed" amount shall be identified in Exhibit "B", enclosed. Note that the CONSULTANT'S combined daily hours may vary from a minimum of four hours (4 hours) per day and may exceed ten hours (10 hours) per day. However, if the Contractor has suspended work due to weather, then the CONSULTANT will not be scheduled to provide services during these periods.
 6. The CONSULTANT may be required to work weekends and extended hours at the fixed hourly rates submitted. Any overtime premium the CONSULTANT must pay its employees shall be included in the hourly rates submitted and not the responsibility of

Town. *The combination of construction management and documentation hours per week may vary from a minimum of 20 hours per week to in excess of 50 hours per week depending on the Contractor's schedule of the various activities required for this project and except during suspended work periods.* The Town will require the Contractor's to provide notification of their intent to work the weekends by no later than 4:00 pm on Wednesday (preferably earlier in the week) in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends.

7. This project has an anticipated Contractor Notice to Proceed date of June 21, 2022. The CONSULTANT'S estimated man-hours and fees shall include, but shall not be limited to the following:
 - Field services and meeting participation
 - Review, and become familiar with the Contract Documents (Project Plans and Specifications)
 - Observe and document workmanship, materials, and activities performed, furnished and installed by the Contractor and Subcontractor's
 - Schedule and submittal reviews
8. The CONSULTANT shall review necessary shop drawings, diagram illustrations, brochures, catalog data, materials, testing reports, traffic control plans, erosion control plans, schedules, certifications, and other data which the Contractor is required to submit.
9. The CONSULTANT shall review work by the Contractor and collect from the Contractor certificates (COCs/CTRs) and shipping / scale tickets of and including, but not limited to, the following items: aggregate base course, structural fill, topsoil, HMA, concrete paving, riprap, structural concrete, reinforcing steel, caissons, prestressed girders, erosion control devices, culverts, manholes, and traffic control devices) in accordance with the Contract Documents. The CONSULTANT shall maintain a log of all activities observed on a daily basis and maintain such files for the project duration.
10. CONSULTANT shall have the responsibility to assist with managing and provide administration over material testing and testing personnel to ensure Quality Assurance/Acceptance testing is performed in accordance with CDOT Materials Manual and Town Roadway Design and Construction Standards. CONSULTANT shall inspect or sample and document specific materials and products or methods utilized in the construction of the project. CONSULTANT shall also perform construction inspection documentation and such other project-related tasks as may be directed by the Town's Project Engineer. The Consultant will contract separately with a material testing firm to provide material testing throughout the duration of this project.
11. The CONSULTANT shall be given direction to issue instruction directly to the Contractor on behalf of the Town. The CONSULTANT may, as the Town's representative, require special inspection or testing of the work. As directed by the Town, the CONSULTANT will be required to make recommendations or decisions, which warranted, on acceptability of all items of work observed.
12. Prepare responses to contractors' and suppliers' requests for information (RFIs), submittals, change notices, claims, and correspondence. Coordinate/assign contractor RFI's to the Town and/or the designer for resolution, or as requested/directed by the TOWN.
13. Based on the CONSULTANT'S independent field measurements and onsite observations of the

work, the CONSULTANT shall review and sign the Contractor's monthly process payment application and supporting data, in order to determine / confirm the amount owed to the Contractor. By signing the Contractor's monthly progress payment application, the CONSULTANT constitutes a representation to the Town, based on such observations and review, that the quantity and quality of work has progressed to the point indicated (to the best of the CONSULTANT'S knowledge, information, and belief) in accordance with the Contract Documents.

14. The CONSULTANT shall assist the Town in scheduling and conducting the weekly progress meetings, which includes assisting in contacting impacted parties. The weekly meetings should be attended by the Town, other agencies, impacted utility companies, metro-district(s), construction surveyor, Engineer (as required), traffic control supervisor, GESc Manager, the CONSULTANT (and sub-consultants when applicable), the Contractor and Subcontractor's (as required).
15. The CONSULTANT shall assist the Town in conducting a formal inspection (walk-through) with representatives of the Contractor to determine if the project is substantially complete, and help in the preparation of a "Punch List" for the Contractor's use in completing the Contract,
- 16 The CONSULTANT shall assist the Town in conducting the final inspection and evaluate whether the project has been completed in accordance with the Contract Documents, and that all the uncompleted work identified in the punch list has been completed.
17. The CONSULTANT shall verify and / or determine all pay quantities on a monthly basis as required to verify accuracy of the contractor's monthly progress payment applications using an excel spreadsheet meeting the Town's requirements. This should be completed by the 25th of each month or as determined at the pre-construction meeting.
18. The CONSULTANT shall keep a daily log and daily report, by personnel, of events and an ongoing photo log of the project. A notebook containing the entire photo logs, diaries, and all of the daily reports shall be kept current during the project and, upon request, made available for review by the Town. The CONSULTANT representative shall have his/her own cell phone and vehicle on site each day the CONSULTANT is required to work.
19. The CONSULTANT will collect all materials tickets and record the locations used as well as verify the quantities. All delivery tickets will be bound and submitted to the Town at the end of the project or as directed by the Town.
20. The CONSULTANT will develop, manage and oversee a project document management plan/system for final review and approval after construction completion to the Town. To manage project files, CONSULTANT will utilize
21. Perform miscellaneous project-related duties as requested by the TOWN.
22. The CONSULTANT will submit invoices of actual time and material cost to the Town on a monthly basis. Billing rates used will correspond to rates contained in the contract between the CONSULTANT and the Town. Rates submitted shall remain fixed during the CONSULTANT Contract / Agreement duration.
23. The CONSULTANT'S monthly invoices shall include copies of weekly time sheets for all

employees and subcontractor charging to this project. Furthermore, daily inspection reports shall be submitted to the Town representative by Wednesday of the following week.

24. Insurance Required of CONSULTANT - The CONSULTANT is required to carry insurance coverage.
25. Notwithstanding anything in this Agreement, the CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Town's construction contractors. However, CONSULTANT shall monitor compliance with and take appropriate action to preserve safety on the project for all workers and traveling public in accordance with the MUTCD and Method of Handling Traffic (MHT).
26. Notwithstanding anything in this agreement, the CONSULTANT shall have no responsibility for the discovery, presence, handling, removal and disposal of, or exposure of persons to hazardous materials in any form at the project site.

**Estimate of Fee
Town of Castle Rock
Ridge Road and Plum Creek Parkway Widening
Construction Administration Assistance & Inspection Services**



Revised on 5/18/2022

Hourly Rate	Position
\$195.00	Sr. CM (John Forni)
\$175.00	Project Engineer (Joey Davidson, PE)
\$110.00	Construction Inspector (Nolan Johnson)
\$120.00	Construction Inspector (Razi Molloy)
\$85.00	Construction Inspector (Payton Risch)

Task	Hours by Employee					Expenses	Total
	Sr. CM	Proj Eng	CI (NJ)	CI(RM)	CI(PR)		

Ridge Road CM

Project Management (24 hours per week)		400					\$70,000.00
Project oversight, mentoring, general coordination and support	4						\$780.00
Construction Inspection (Full Time as stand alone project)			320				\$35,200.00
Construction Inspection (Split Time with Plum Creek)			540				\$59,400.00
Construction Inspection (Secondary, 10 hours per week)				200	200		\$41,000.00
Extended work hours, Weekends and Overtime (24 weeks, 5 hrs/Week)			180				\$19,800.00
Mileage (Federal Mileage Rate \$0.585/mile)						\$4,000.00	\$4,000.00
Force Account (Services as Requested by Castle Rock staff)							\$ 25,000.00
	4	400	1040	200	200		

Total Fee (Not To Exceed Limit): \$255,180.00

Task	Hours by Employee					Expenses	Total
	Sr. CM	Proj Eng	CI (NJ)	CI(RM)	CI(PR)		

Plum Creek Parkway Widening

Project Management (14 hours per week)		550					\$96,250.00
Project oversight, mentoring, general coordination and support	4						\$780.00
Construction Inspection (Full Time as stand along project)			865				\$95,150.00
Construction Inspection (Split Time with Ridge Road)			100	20	20		\$15,100.00
Construction Inspection (Secondary, 10 hours per week)			60				\$6,600.00
Mileage (Federal Mileage Rate \$0.585/mile)						\$ 5,000.00	\$5,000.00
	4	550	1025	20	20		

Total Fee (Not To Exceed Limit): \$218,880.00

Total Project Fee: \$474,060.00

Town of Castle Rock Construction Checklist
 Ridge Road and Plum Creek Parkway
 Construction Administration Assistance and Inspection Services

DESCRIPTION OF TASK	CM& INSPECTION CONSULTANT	DESIGNER	TOWN OF CASTLE ROCK
1. Conduct the Pre-Bid conference, answer all questions, and maintain a log of all decisions given and/or made.			X
2. Coordinate all construction contract activities with appropriate stakeholders.	X – 50%		X – 50%
3. Issue Notice to Proceed to the Contractor			X
4. Schedule, conduct and prepare minutes of all project meetings as follows:			
a. Pre-construction Conference			X
b. Weekly Project Meetings	X – 75%		X – 25%
5. Public Relations			
a. Prepare and coordinate with Town and others to publish and distribute public notices of all planned construction activities and schedules to property owners, local residents, tenants and other appropriate stakeholders affected by the project	X – 50%		X – 50%
b. Perform public relation tasks with appropriate individuals as requested by Town staff			X
c. Explain construction and work with adjacent property owners to resolve issues that arise during construction			X
6. Review, comment, accept and/or approve as appropriate the following submittals: Note: This list is not all-inclusive and other submittals may require action as directed by the Town			
a. Method of Handling Traffic (MHT)			X

DESCRIPTION OF TASK	CM& INSPECTION CONSULTANT	DESIGNER	TOWN OF CASTLE ROCK
b. Progress Schedules	X – 50%		X – 50%
c. Shop drawings per 105.02	X	X	X
d. Working drawings per 105.02	X – 50%		X – 50%
e. other submittals per 105.02	X – 50%		X – 50%
f. Other submittals as directed	X	X	X
7. Construction inspection including calculations, measurements, and documentation of interim and final pay quantities as directed by the Town	X		
8. Materials			
a. Acceptance of manufactured products	X – 50%		X – 50%
b. Observe QC testing of permanent materials for conformance with industry standard testing procedures	X		X
8. Maintain project files for documentation; provide duplicate documentation to Town Project Manager when requested.	X		
9. Obtain, accept, and approve all required material certifications	X		
10. Perform Traffic Control Inspections	X		
11. Check monthly estimates of the Contractor's work performed	X		X
12. Review interim and final billings for Utility relocation work	X		X
13. Obtain, accept, and approve all required material certifications	X		X
14. Assist in the review of Contract Change Order (CO) including letter of explanation for Change	X	X	X
15. Prepare appropriate responses to Contractor, subcontractor or supplier requests for information, submittals, disputes, claims, change notices, or other correspondence	X	X	X
16. Give oral or written presentation to Town Project Manager for Claims	X	X	

DESCRIPTION OF TASK	CM& INSPECTION CONSULTANT	DESIGNER	TOWN OF CASTLE ROCK
17. Conduct routine, random, project reviews to ensure the project is being administered in accordance with the terms of the construction contract.	X		X
18. Conduct final project inspection of completed or unacceptable work and prepare punch list for final acceptance	X		X
19. Maintain accurate as constructed notes and prepare and distribute final as-constructed plans	X		X
20. Check final quantities, final plans and prepare the final pay estimate. Only the Town can approve final payment	X		X
21. Check material records	X		X
22. Submit original of all project records to the Town Project Manager	X		



EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

ALFRBEN-01

MDONOVAN

DATE (MMDD/YYYY)
5/18/2022

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alfred Benesch & Company 7979 East Tufts Avenue Suite 800 Denver, CO 80237	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Phoenix Insurance Company A++, XV	25623
	INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTS	TYPE OF INSURANCE	ADDL INSD	SUBR WORD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/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"/> PER-ECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		630-0D870755	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
							\$
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA-0N614884	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		CUP-9R47920A	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-5K723986	5/31/2021	5/31/2022	<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
							\$
D	Professional Liab			47EPP30529704	5/31/2021	5/31/2022	Per Claim \$ 1,000,000
							Aggregate \$ 2,000,000
D				47EPP30529704	5/31/2021	5/31/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If A1 box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT495 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: RFP NO. 202-6 Construction Admin Assistance & Inspection Services for Ridge Road and Plum Creek Parkway Widening Project; Project Manager- John Foml; Project Number- P2215293

Town of Castle Rock its officers and employees shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Town of Castle Rock Attn: Mr. Frank Main - Public Works Department 4175 Castleton Court Castle Rock, CO 80109	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 <i>gared maxwell</i>