

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(2022 Full Depth Reclamation Project)**

THIS CONSTRUCTION CONTRACT (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **CHAVEZ CONSTRUCTION, INC.**, a Colorado corporation, 6832 Lakeside Circle, Littleton, Colorado 80125 (“Contractor”).

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. The following Addenda, if any:

Number	Date	Pages
1	January 4, 2022	2
2	January 6, 2022	2
3	January 10, 2022	2
6. Special Conditions of the Contract:

Document	Title	Pages
2022 Full Depth Reclamation Project	Bid Documents	1-248
7. The following Specifications:
 - Standard Special Provisions
 - Project Special Provisions
 - Town of Castle Rock Standard Operating Procedures
8. The following Drawings/Reports:
 - Town of Castle Rock Maps
 - Town of Castle Rock Details
9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;

13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$6,260,660.00 the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as Exhibit 1. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from the date of the Notice to Proceed, and must complete work within 120 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by September 28, 2022.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$2,400.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

With a copy to: Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract.*

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this _____ day of _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

CHAVEZ CONSTRUCTION, INC.

By: David Chavez

Title: Secretary

EXHIBIT 1

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: 2022 Full Depth Reclamation Project

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

Chavez Construction, Inc.

a Corporation incorporated in the State of Colorado

-OR-

_____, a partnership, / limited partnership, (select one), registered in the State of _____, whose general partner(s) is/are

-OR-

a sole proprietor, whose trade name is _____

in the Town of Littleton, State of Colorado, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 3.

Addenda No. 1 Date 01/04/2022
Addenda No. 2 Date 01/06/2022
Addenda No. 3 Date 01/10/2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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RC

RETURN BID TO: TOWN OF CASTLE ROCK
Public Works Department
4175 N. Castleton Court
Castle Rock, CO 80109

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Chavez Construction, Inc.

BY: Rigoberto Chavez

ADDRESS: 3911 NORWOOD DR. UNIT C LITTLETON, CO 80215

TITLE: VICE PRESIDENT

Attest: David Chavez

Rigoberto Chavez

SECRETARY: DAVID CHAVEZ
(if Corporation)

DATE: 12/18/2021



2022 Full Depth Reclamation Project

Bid Schedule A

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	ASPHALT PLANING (6") (WOLFENSBERGER RD)	SY	6500	\$ 4.50	\$ 29,250.00
202B	REMOVAL OF CURB AND GUTTER TYPE 2	LF	2,137	\$ 10.00	\$ 21,370.00
202C	REMOVAL OF CURB AND GUTTER & WALK	LF	5,241	\$ 15.00	\$ 78,615.00
202D	REMOVAL OF CONCRETE PAVEMENT	SY	1,250	\$ 19.00	\$ 23,750.00
202E	REMOVAL OF CURB RAMP	SY	2,240	\$ 19.00	\$ 42,560.00
202F	REMOVAL OF SIDEWALK	SY	1,000	\$ 19.00	\$ 19,000.00
203A	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	250	\$ 25.00	\$ 6,250.00
203B	UNCLASSIFIED EXCAVATION (CIP)	CY	12,400	\$ 27.00	\$ 334,800.00
203C	TEST HOLE	HR	20	\$ 105.00	\$ 2,100.00
208A	STORM DRAIN INLET PROTECTION	LF	50	\$ 150.00	\$ 7,500.00
208B	VEHICLE TRACKING PAD	EA	15	\$ 600.00	\$ 9,000.00
208C	CONCRETE WASHOUT STRUCTURE	EA	10	\$ 650.00	\$ 6,500.00
210A	ADJUST MANHOLE (RECON)	EA	200	\$ 480.00	\$ 96,000.00
210B	REPLACE VALVE BOX (RECON)	EA	200	\$ 495.00	\$ 99,000.00
210C	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	50	\$ 98.00	\$ 4,900.00
210D	CHASE DRAIN RESET	EA	1	\$ 2,500.00	\$ 2,500.00
304	AGGREGATE BASE COURSE (CLASS 6 RECYLCED COONCRETE)(CONTINGENCY)	CY	300	\$ 42.00	\$ 12,600.00
310A	FULL DEPTH RECLAMATION (20")(GILBERT ST.)	SY	10,500	\$ 2.00	\$ 21,000.00
310B	FULL DEPTH RECLAMATION (17")	SY	97,880	\$ 1.85	\$ 181,078.00
403A	HMA/WMA (6") (SX PG 64-22) (SX) (PATCHING)(CIP)	TON	800	\$ 130.00	\$ 104,000.00
403B	HMA/WMA (1.5") (GR SX) (PG 64-22)(75)	SY	104,380	\$ 8.75	\$ 913,325.00
403C	HMA/WMA (2") (GR SX) (PG 58-28)(75)(GILBERT ST)	SY	10,500	\$ 9.00	\$ 94,500.00
403D	HMA/WMA (2") (GR SG) (PG 58-28)(75) (WOLFENSBERGER RD)	SY	6,500	\$ 9.00	\$ 58,500.00
403E	HMA/WMA (2.5") (GR SG) (PG 58-28) (75) (WOLFENSBERGER RD)(GILBERT ST)	SY	17,000	\$ 11.00	\$ 187,000.00
403F	HMA/WMA (3.5") (GR SG) (PG 58-28)(75)	SY	108,380	\$ 17.50	\$ 1,896,650.00
412	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	133	\$ 187.00	\$ 24,871.00
412	CONCRETE PAVEMENT (10") (FILLET)	SY	1,114	\$ 187.00	\$ 208,318.00
608A	CONCRETE SIDEWALK 6"	SY	1,000	\$ 56.00	\$ 56,000.00
608B	MOUNTABLE CURB CORNER RAMP (ADA) (CAST IRON)	SY	2,081	\$ 150.00	\$ 312,150.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON)	SY	158	\$ 150.00	\$ 23,700.00
609A	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	300	\$ 32.00	\$ 9,600.00
609B	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,417	\$ 32.00	\$ 45,344.00
609C	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	420	\$ 37.00	\$ 15,540.00
609D	MOUNTABLE CURB, GUTTER AND SIDEWALK 5' 6"	LF	150	\$ 56.00	\$ 8,400.00
609E	MOUNTABLE CURB, GUTTER AND SIDEWALK 6' 6"	LF	5,030	\$ 56.00	\$ 281,680.00
609F	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	LF	70	\$ 58.00	\$ 4,060.00
610	MEDIAN COVER MATERIAL (CONCRETE)(THYME COLORED)	SY	60	\$ 180.00	\$ 10,800.00
620	SANITARY FACILITY	LS	1	\$ 2,500.00	\$ 2,500.00
626	MOBILIZATION	LS	1	\$175,000.00	\$ 175,000.00
627A	PAVEMENT MARKING (PAINT)(4" WHITE)	SF	200	\$ 1.35	\$ 270.00
627B	PAVEMENT MARKING (PAINT)(6" WHITE)	SF	2,307	\$ 1.35	\$ 3,114.45
627C	PAVEMENT MARKINGS (PAINT)(4" DOUBLE YELLOW)	SF	2,110	\$ 1.35	\$ 2,848.50
627D	PAVEMENT MARKINGS (PAINT)(SYMBOL)	SF	100	\$ 1.35	\$ 135.00
627E	PAVEMENT MARKINGS (SYMBOL)(PREFORMED THERMOPLASTIC)	SF	325	\$ 20.00	\$ 6,500.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED THERMOPLASTIC)	SF	2,371	\$ 14.50	\$ 34,379.50
629	SURVEY MONUMENTATION	EA	10	\$ 1,000.00	\$ 10,000.00
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$200,000.00	\$ 200,000.00
630B	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	DY	200	\$ 195.00	\$ 39,000.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$ 62,000.00	\$ 62,000.00
F/A	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$17,000.00	\$17,000.00

F/A	GESC AND SWMP PERMITS	LS	1	\$2,500.00	\$2,500.00
F/A	LANDSCAPE MODIFICATIONS	LS	1	\$40,000.00	\$40,000.00
F/A	MINOR CONTRACT REVISIONS/LANDSCAPE MODIFICATIONS	LS	1	\$30,000.00	\$30,000.00

TOTAL PROJECT COST:

\$5,877,458.45

TOTAL PROJECT COST IN WORDS:

Five-million Eight-hundred-seventy-seven-thousand Four-hundred-fifty-eight Dollars and Fourty-five Cents

MITCHELL GULCH PARK
BID SCHEDULE B

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
203A	UNCLASSIFIED EXCAVATION (CIP)	CY	225	\$ 25.00	\$ 5,625.00
310	FULL DEPTH RECLAMATION (12")	SY	1,261	\$ 2.00	\$ 2,522.00
304	AGGREGATE BASE COURSE (CLASS 6 RECYCLED CONCRETE)(CONTINGENCY)	CY	100	\$ 37.00	\$ 3,700.00
403A	HMA/WMA (2.5") (GR 5X) (PG 64-22)(75)	SY	1,261	\$ 10.00	\$ 12,610.00
403B	HMA/WMA (3.5") (GR 5G) (PG 58-28)(75)	SY	1,261	\$ 18.00	\$ 22,698.00
630	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 4,500.00	\$ 4,500.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$ 3,500.00	\$ 3,500.00
630B	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	DY	15	\$ 200.00	\$ 3,000.00
625	MOBILIZATION	LS	1	\$ 7,000.00	\$ 7,000.00
F/A	MINOR CONTRACT REVISIONS	F/A	1	\$5,000.00	\$ 5,000.00

TOTAL PROJECT COST: \$70,155.00

TOTAL PROJECT COST IN WORDS:
Seventy-thousand one-hundred-fifty-five dollars and zero cents

TOTAL COST FOR BID SCHEDULE A: \$5,877,458.45
TOTAL COST FOR BID SCHEDULE B: \$70,155.00

GRAND TOTAL PROJECT COST: \$5,877,458.45

GRAND TOTAL PROJECT COST IN WORDS:
Five-million Eight-hundred-seventy-seven-thousand-Four-hundred-fifty-eight dollars and Forty-five cents

Note: For project "GRAND TOTAL PROJECT COST" to be considered, all individual bid schedule costs must be completed, including Schedule A and B.

Note: Lowest bid will be based on the lowest "GRAND TOTAL PROJECT COST"

GILBERT & WOLFENSBERGER SPEED MANAGEMENT

3rd St Raised Crosswalk	2nd St Raised Crosswalk	1st St Curb Ext. & Raised Crosswalk	South St Ped Refuge	Wolfensberger Median
Plan	Plan	Plan	Plan	Plan

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	TOTAL QTY.	UNIT COST	TOTAL COST
202A	REMOVAL OF SIDEWALK	SY	16	16		8		40	\$32.00	\$1,280.00
202A	REMOVAL OF ASPHALT MAT	CY					5	5	\$140.00	\$700.00
203A	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	75	75	75	75		300	\$65.00	\$19,500.00
304	AGGREGATE BASE COURSE (CLASS 6 RECYLCED COONCRETE)(CONTINGENCY)	CY	100	100	100	100	25	425	\$56.00	\$23,800.00
	CONCRETE RAISED CROSSWALK 11"	SY	85	107	100			292	\$180.00	\$52,560.00
608B	MOUNTABLE CURB CORNER RAMP (ADA) (CAST IRON)	SY	16	16		8		40	\$180.00	\$7,200.00
609A	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	0	0	80	172		252	\$45.00	\$11,340.00
609A	CURB (Media)(3"Radius)(PIN CURB WITH #4 REBAR)(DRILL & EPOXY)	LF					250	250	\$40.00	\$10,000.00
610A	MEDIAN COVER MATERIAL (CONCRETE) (THYME COLORED)	SY			30	205		235	\$158.00	\$37,130.00
610B	4" MEDIAN COVER MATERIAL (CONCRETE)(THYME COLORED)(BRUSHED FINISH)	SY					255	255	\$158.00	\$40,290.00
627A	PAVEMENT MARKINGS (SYMBOL)(PREFORMED THERMOPLASTIC)	SF	52	52	52			156	\$21.00	\$3,276.00
627B	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED THERMOPLASTIC)	SF	0	72	72			144	\$21.00	\$3,024.00
630	ADDITIONAL TRAFFIC CONTROL MANAGEMENT	LS	0.20	0.20	0.20	0.20	0.20	1	\$34,000.00	\$34,000.00
720	ADDITIONAL MATERIALS SAMPLING & TESTING	LS	0.20	0.20	0.20	0.20	0.20	1	\$25,000.00	\$25,000.00
626	ADDITIONAL MOBILIZATION	LS	0.20	0.20	0.20	0.20	0.20	1	\$29,000.00	\$29,000.00
F/A	MINOR CONTRACT REVISIONS	F/A	0.20	0.20	0.20	0.20	0.20	1	\$15,000.00	\$15,000.00

TOTAL PROJECT COST: \$313,100.00

TOTAL PROJECT COST IN WORDS: Three hundred thirteen thousand one hundred dollars

Grand total for Schedules A & B and Gilbert & Wolfensberger: \$6,260,660.00

Grand total project cost in words: Six Million Two Hundred Sixty Thousand Six Hundred Sixty Dollars.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2022

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 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 American Family Brokerage Inc 6000 American Parkway Madison WI 53783		CONTACT NAME: Brian F Poisson Agency, Inc. PHONE (A/C, No, Ext): (303) 355-1222 FAX (A/C, No): E-MAIL ADDRESS: bpoisson@amfam.com	
INSURED Chavez Construction Inc 3911 Norwood Dr Unit C Littleton CO 80125		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: Kinsale Insurance Company INSURER C: INSURER D: 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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	01001053772	01/06/2022	01/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01001096582	01/06/2022	01/06/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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/A				

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

The Certificate Holder is an Additional Insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock Public Works Dept
 4175 N Castleton Ct

Castle Rock

CO 80109

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

NCCI #: WC000313
Policy #: 4128996

Chavez Construction Inc
6832 Lakeside Circle
Littleton, CO 80125

ENDORSEMENT: Waiver Of Subrogation

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

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

SCHEDULE

Town of Castle Rock Public Works
4175 Castleton Ct
Castle Rock, CO 80125

Effective Date: March 2, 2022
Pinnacol Assurance has issued this endorsement March 2, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2022

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 Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Chavez Construction Inc 6832 Lakeside Circle Littleton, CO 80125	INSURER A : Pinnacol Assurance NAIC # 41190	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	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 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"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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 <input type="checkbox"/>	N/A	4128996	11/01/2021	11/01/2022	<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)

Unless otherwise stated in the policy provisions, coverage in Colorado only. Refer to the Acord 101 Additional Remarks Schedule for supplemental cancellation notification information.

CERTIFICATE HOLDER**CANCELLATION**

2236792
Town of Castle Rock Public Works
4175 Castleton Ct
Castle Rock, CO 80125
ap@cc.inc

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

Pinnacol Assurance

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CERTIFICATE HOLDER COPY

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

AGENCY CUSTOMER ID: N/A

LOC #: N/A



ADDITIONAL REMARKS SCHEDULE

Page 4 of 5

AGENCY Pinnacol Assurance		NAMED INSURED Chavez Construction Inc	
POLICY NUMBER 4128996		6832 Lakeside Circle Littleton, CO 80125	
CARRIER Pinnacol Assurance	NAIC CODE 41190	EFFECTIVE DATE: 03/02/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: Acord 25 (2016/03) FORM TITLE: Certificate of Liability Insurance

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

Town of Castle Rock Public Works
4175 Castleton Ct
Castle Rock, CO 80125



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 PROG COMMERCIAL PO BOX 84739 CLEVELAND OH44101	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-895-2886	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Progressive Express Insurance Co.		10193
INSURER B:		
INSURER C:		
INSURER D:		
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 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	00591631-2	04/07/2021	04/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

ADDITIONAL INSURED:
 TOWN OF CASTLE ROCK
 PUBLIC WORKS DEPARTMENT

 4175 Castleton Ct, Castle Rock, CO 80109

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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