



**FOURTH AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Concrete Removal and Placement Services – Parks & Recreation)**

DATE: October 15, 2024.

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

SABELL’S CIVIL AND LANDSCAPE, LLC, a Colorado limited liability company, 8500 W. Bowles Ave., Suite 204, Littleton, Colorado 80123 (“Contractor”).

RECITALS:

- I. The Town and Contractor (collectively, the “Parties”) entered into a Services Agreement dated February 25, 2021 (the “Agreement”), to provide concrete removal and placement on-call services, as set forth in the Agreement.
- II. The Parties entered into a First Renewal On-Call Services Agreement dated December 17, 2021 (“First Amendment”), a Second Renewal Services Agreement dated December 8, 2022 (“Second Amendment”), and an Amendatory Agreement to the Second Renewal of the Town of Castle Rock Services Agreement dated September 1, 2023 (“Third Amendment”).
- III. The Agreement, First Amendment, Second Amendment, and Third Amendment are attached hereto as *Exhibit A-4*.
- IV. The Parties desire to amend the Agreement to extend the Agreement Term to December 31, 2025, and to increase the total payment amount for the 2024 Term due to the Centennial Park Court Replacement project.
- V. The Town and Contractor wish to memorialize these changes in this Fourth Amendment to the Agreement (“Fourth Amendment”).

TERMS:

- 1. **Amendment.** Section 2 of the Agreement is amended to read as follows:
 - “2. **Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedules set forth in the Exhibits to the First, Second, and Third Amendments and *Exhibit B-4* to the Fourth Amendment (“Services”). The Town may withhold payment, in whole or in part, for Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Contractor, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall



payment exceed **\$1,144,275.00** for the 2024 Term and **\$500,000.00** for the 2025 Term, unless authorized in writing by the Town.”

2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“3. **Term/Completion.** The term of this Agreement shall commence on March 21, 2021 and expire on December 31, 2025 (the “Agreement Term”). For purposes of Section 2 “Payment,” the Agreement Term includes the “2024 Term,” commencing on January 1, 2024 and ending December 31, 2024, and the “2025 Term,” commencing on January 1, 2025 and ending December 31, 2025. The Parties may mutually agree to extend the Agreement Term under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement on December 31, 2025. Nothing in this paragraph prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Contractor shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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.”

3. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as *Exhibit C-4*.

4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A-4 – AGREEMENT

EXHIBIT B-4 – UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-4 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Jeff Brauer, Director of Parks & Recreation

CONTRACTOR:

SABELL'S CIVIL AND LANDSCAPE, LLC

By: *Laura Strauch*
(Signature)

 Laura Strauch
(Print Name)

Its: *Owner*
(Title)

CON-2024-0502



EXHIBIT A-4
AGREEMENT



**AMENDATORY AGREEMENT TO THE
SECOND RENEWAL OF THE TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Concrete Removal and Placement Services)**

DATE: September 1, 2023

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

SABELL’S CIVIL AND LANDSCAPE, LLC, a Colorado corporation, 8500 W. Bowles Avenue, Suite 204, Littleton, Colorado 80123 (“Contractor”).

RECITALS:

- I. The Town and Contractor entered into a Service Agreement on February 25, 2021, a First Renewal On-Call Services Agreement on December 17, 2021, and a Second Renewal Services Agreement on December 8, 2022 (collectively, the “Agreement”), to provide concrete removal and placement services set forth in the Agreement, and attached hereto as *Exhibit A-3*.
- II. The parties desire to amend the Agreement to increase the total payment amount, amend the rates and fee schedule, extend the term, and update provisions.
- III. The Town and Contractor wish to memorialize this change in this Amendatory Agreement.

TERMS:

- 1. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-3* (“Services”). The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed **\$500,000.00**, unless authorized in writing by Town.”
- 2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“3. Term/Completion. The term of this Agreement shall commence on March 21, 2021 and expire on December 31, 2024 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for no more than one (1) year under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Contractor shall complete any Services in progress as of the expiration date. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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.”
- 3. **Amendment.** Section 9 of the Agreement is amended to read as follows:

Previously Executed



“9. Insurance.

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VII” or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an “insured contract” under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as *Exhibit C-3*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. 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 may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability and Automobile Liability, Contractor and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.



E. **Subcontractors:** Contractor shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services."

4. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor, dated March 2, 2023 is attached as *Exhibit C-3*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

- ATTACHED EXHIBITS:**
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT C-3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



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ATTEST:
DocuSigned by:

Lisa Anderson
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Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK
DocuSigned by:

Jason Gray
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Jason Gray, Mayor

Approved as to form:
DocuSigned by:

Mike Hyman
F7347F32A0794D1...
Michael J Hyman, Town Attorney

Approved as to content:
DocuSigned by:

Jeff Brauer
C2023CB0DAFE460...
Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:

SaBell's Civil and Landscape, L.L.C.

By: *Saura Strauch*

Its: Owner

Previously Executed



EXHIBIT A-3

AGREEMENT

Previously Executed

**SECOND RENEWAL OF TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Parks & Recreation)**

DATE: 12/8/2022

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

SABELL'S CIVIL AND LANDSCAPE, LLC, a Colorado corporation, 8500 West Bowles Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Concrete Removal and Placement Services Agreement (Parks & Recreation) dated February 25, 2021 (the "Agreement") and attached as *Exhibit AA*.
- B. The Agreement provided for the Town and Contractor to exercise three (3) additional one-year renewal terms. Prior to expiration of the Agreement, The Town and Contractor exercised the first one-year renewal term on December 17, 2021 (the "Renewal Agreement"), which is attached hereto as *Exhibit BB*. The Renewal Agreement expires on December 31, 2022. The Town and Contractor wish to exercise the second renewal one-year term option with the same terms and conditions which will expire on December 31, 2023. One additional one-year renewal term remains available for the parties to exercise.
- C. The Town and Contractor wish to memorialize their desire to renew the Agreement in this Second Renewal of the Agreement ("Second Renewal Agreement").

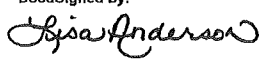
TERMS:

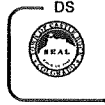
Section 1. Renewal of Agreement. Pursuant to Section 3 of the Agreement, the Town and Contractor elect to renew the Agreement for an additional one-year term, expiring December 31, 2023.

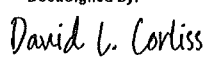
Section 2. Amendment to Section 4 - Payment. The costs of services provided pursuant to the Second Renewal Agreement shall be invoiced to the Town in accordance with the rates designated in *Exhibit CC*. Contractor shall continue to submit invoices to Town on a monthly basis and Town shall pay such invoices within 30 days of receipt. In no event shall the cumulative costs for services provided pursuant to the Second Renewal Agreement exceed \$249,000, unless authorized in writing by the Town. The parties further agree the Town may issue task orders for Services on an as-needed basis generally in the form attached as *Exhibit DD* ("Task Order").

Section 3. Amendment. The updated Certificate of Insurance for Contractor is attached as *Exhibit EE* to this Second Renewal Agreement and is incorporated herein and made a part of the Agreement.

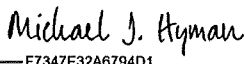
Section 4. Remaining Terms. All other terms and conditions set forth in the Agreement and First Renewal Agreement shall remain in full force and effect, including the rights to early termination.

ATTEST.
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Lisa Anderson, Town Clerk

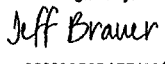


TOWN OF CASTLE ROCK
DocuSigned by:

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David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

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Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:

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Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:

SABELL'S CIVIL & LANDSCAPE, LLC

By: 

Its: Owner

Previously Executed

EXHIBIT AA to Second Renewal Agreement

TOWN OF CASTLE ROCK
CONCRETE REMOVAL AND PLACEMENT
SERVICES AGREEMENT
(Parks & Recreation)

DATE: 2/25/21

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

SABELL'S CIVIL AND LANDSCAPE, LLC, a Colorado corporation, 8500 W. Bowels Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

RECITALS:

- A. Town wishes to retain Contractor to provide concrete removal and placement services as needed.¹

TERMS:

Section 1. Scope of Services. Contractor shall provide labor and materials to perform the services as needed for the Town in accordance with the scope of services and Contractor's proposal attached as **Exhibit 1** ("Services"). Town shall not be obligated to use Contractor for any specific task.

Section 2. Request for Services Town shall issue a request for Services to Contractor for concrete removal and placement. Contractor, at its option can accept or decline any request. Upon confirming Contractor's availability to undertake the requested Services, the parties shall develop and agree to a scope of work to be performed. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$249,000, unless authorized in writing by the Town.

Nothing in this Agreement shall obligate the Town to use Contractor for any specific project. Town, in its sole discretion, shall have the right to utilize other companies or firms for similar services, or in the event Contractor fails to respond to a request for Services, or declines to accept such request for Services.

Section 3. Term / Renewal. The term of this Agreement shall commence March 1, 2021 and expire December 31, 2021 . Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to three additional one-year terms. The renewal term shall be effected upon the execution of the Renewal Agreement in the form attached as **Exhibit 2**. The Renewal Agreement must be fully executed prior to the December 31st expiration.

The Town shall have the right to terminate this Agreement at any time with 10 days by providing written notice to Contractor of termination. The Town's only obligation in the event

¹ Previous contract titled Town of Castle Rock Services Agreement To Provide On-Call Concrete Removal and Placement Services is voided and replaced with this Agreement.

of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under the Agreement are not appropriated for calendar year 2022.

Section 4. Payment. Contractor shall invoice Town for the Services rendered at the rates designated in the attached *Exhibit 1*. Contractor shall submit invoices to Town on a monthly basis and Town shall pay such invoices within 30 days of receipt.

Section 5. Performance of Services. Contractor shall complete the Services for each task in accordance within the agreed upon time frame. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor 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.

Section 6. Subcontractors. Contractor may utilize subcontractors to assist with non-specialized work as necessary to complete Task Orders. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval prior to the execution of the Task Order. Contractor shall be solely responsible for payment to such approved subcontractor.

Section 7. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 8. 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 9. Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Contractor is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Contractor violates a provision of this contract required pursuant to C.R.S. §8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

Section 10. Insurance. Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor 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 Contractor'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 additional insureds. Every policy required above, excluding Workers Compensation and Professional Liability, 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 Contractor. 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 Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 3* 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 Contractor 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor 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 11. Indemnification. Contractor 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 Contractor 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 Contractor.

Section 12. 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 13. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 14. 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 15. 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 16. 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 17. 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 18. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 19. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor 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. Contractor shall not create any indebtedness on behalf of the Town.

Section 20. 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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. DS

ATTEST:

DocuSigned by:

Lisa Anderson

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Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:

David L. Corliss

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David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

Michael J. Hyman

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Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:

Jeff Brauer

C2023CB0DAFF460...

Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:

SABELL'S CIVIL AND LANDSCAPE, LLC
a Colorado corporation

By: *Saura Brauer*

Its: *Owner*

PREVIOUSLY REJECTED

EXHIBIT BB to Second Renewal Agreement

FIRST RENEWAL OF TOWN OF CASTLE ROCK
ON-CALL SERVICES AGREEMENT
(Parks & Recreation)

DATE: 12/17/21

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

SABELL'S CIVIL AND LANDSCAPE, LLC, a Colorado corporation, 8500 W. Bowels Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Concrete Removal and Placement Services Agreement (Parks & Recreation) dated February 25, 2021 (the "Agreement") and attached as *Exhibit A*.
- B. The term of the Agreement expires December 31, 2021. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on December 31, 2022.
- C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 2022.
- D. The Town and Contractor wish to memorialize these changes in this First Renewal of the Agreement ("Renewal Agreement").

TERMS:

Section 1. Renewal of Agreement. Pursuant to Section 3 of the Agreement, the Agreement shall be renewed for an additional one-year term, expiring December 31, 2022.

Section 2. Amendment. The rate and fee schedule, attached as *Exhibit B* to this Renewal Agreement, is incorporated herein and made a part of the Agreement.

Section 3. Amendment. The updated Certificate of Insurance for Contractor is attached as *Exhibit C* to this Renewal Agreement and is incorporated herein and made a part of the Agreement.

Section 4. Amendment. Section 9 of the Agreement regarding a prohibition on employing illegal aliens is stricken and is no longer a part of the terms and conditions of the Amendment Agreement.

Section 5. Remaining Terms. All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights to early termination.

ATTEST:

TOWN OF CASTLE ROCK



DocuSigned by:
Lisa Anderson
298A8A4E0EE34AF...
Lisa Anderson, Town Clerk

DocuSigned by:
David L. Corliss
1BB5457CFF75414...
David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

DocuSigned by:
Michael J. Hyman
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

DocuSigned by:
Jeff Smullen
2D9AEE5C1F36420...
Jeff Smullen, Director of Parks & Recreation

CONTRACTOR:

SABELL'S CIVIL AND LANDSCAPE, LLC

By: *Saura Strauch*

Its: Owner

Previously Executed



SaBell's Civil and Landscape LLC
 8500 W Bowles Ave Ste 204
 Littleton, CO. 80127
 Ph: 720-536-5340
 Fax: 877-801-7190

BID PROPOSAL

To:	Rich Havel	From:	Laura Strauch
Company:	Town of Castle Rock	Date:	7/7/22
Re:	On Call Concrete 2023	Pages:	3
Phone	720-733-4482	E-mail:	rhavel@crgov.com

Our pricing for the MISC, ITEMS AS LISTED BELOW associated with the installation for the ON CALL CONCRETE PROJECT for 2023 are listed as unit prices. Final pricing to be determined for ACTUAL QUANTITIES INSTALLED.

- 1) All work is intended to comply with the specifications as called for under the ON CALL CONCRETE BID DOCUMENTS. It is SaBell's intention meet the requirements of the TOCR by staffing the project for each phase of the work to be completed in accordance with the specific management, crews and equipment that might need to be associated with that specific work element. It is understood that each work element will be reviewed with a representative of SaBell's and a representative from the TOCR accordingly.
- 2) SaBell's has been operating in the state of Colorado since 1948. Current ownership in the form of SCL (SaBell's Landscape & Civil, L.L.C.) has been in operation since February of 2016.
- 3) Ownership of SCL is held by Laura Strauch (18 years' experience). Field personnel include Pablo Ibarra 25 yrs, Jorge 28 yrs, Arturo 40 yrs, and at least 10 additional labors with 5 to 20 yrs experience. All personnel have worked for the TOCR on past projects or are currently working for TOCR.
- 4) SCL's value to the TOCR rests in the relationship that has been established over the last 15 years of working with the TOCR specifically on similar projects.
- 5) The partnership is simply one of understanding the goals that the TOCR and SCL wish to attain through this type of project work associated with this specific contract. On Call means that a special commitment is required by both parties in order to maintain schedules with specific emphasis being placed on start and completion of the specific projects presented before us.
- 6) Included below. Our experience has and is ongoing with the TOCR for the past 15 years.
- 7) Included below.
- 8) Included below.
- 9) References to be supplied in a separate attachment.
- 10) Completed W-9 for Taxpayer identification Number & Certification attached separately.

Breakout of pricing as follows below as per bid schedule:

Construction Survey	Hourly Rate	\$195.00 / HOUR
Earthwork Grading and Placement	Cubic Yard	\$ 26.00 / CY
Material (fill) Hauling within Castle Rock	Cubic Yard	\$ 18.00 / CY
Material (fill) Hauling & Disposal	Cubic Yard	\$ 24.00 / CY
Concrete Removal & Disposal	Square Yard	\$ 20.00 / SY
6" Concrete Flatwork	Square Yard	\$ 85.00 / SY
Concrete Curb & Gutter	Lineal Foot	\$ 36.00 / LF
Asphalt Demo	Square Yard	\$ 30.00 / SY
6" Asphalt Pavement	Square Yard	\$ 80.00 / SY
Seeding (Douglas County seed mix)	Square Foot	\$.18 / SF
Mulching (Weed free Straw)	Square Foot	\$.20 / SF
Erosion Control Blanket (Straw / Coconut)	Square Foot	\$.38 / SF
Sediment Control Log	Lineal Foot	\$ 10.00 / LF
Inlet Protection	Each	\$ 65.00 / EA
Vehicle Tracking Pad	Each	\$2,500.00 / EA
Concrete Washout	Each	\$ 750.00 / EA
Geotechnical Costs per hour or occurrence:	Soil Testing	\$ 205.00 / test trip
	Concrete/Asphalt	\$ 295.00 / cylinder

Additional pricing units not included above:

Curb & Gutter Removal	Lineal Foot	\$ 18.00 / LF
Soil Prep (3 CY Compost / 1000 sf)	Square Foot	\$.30 / SF
Sod Repairs	Square Foot	\$ 1.05 / SF
Concrete Crack Caulking	Lineal Foot	\$ 4.50 / LF

Hourly Labor & Equipment Rates per Hour below for work not listed above:

Labor	\$ 48.00 / Hr.
Foreman	\$ 55.00 / Hr.
Superintendent	\$ 65.00 / Hr.
Administration	\$ 80.00 / Hr.
Skid steer w. Operator	\$ 120.00 / Hr.
Mini-Ex w. Operator	\$ 145.00 / Hr.
240 Excavator w. Operator	\$ 200.00 / HR
F800 Truck w. Driver	\$ 90.00 / Hr.
Tandum w. Driver	\$ 135.00 / Hr.

***Performance Bond for contract to be computed at 2.5% of Total contract and adjusted for change orders as they occur. Bond to be issued in the year that the majority of the work is to be performed.

***Contractor's Mobilization & General Conditions to be figured at 10% of the above unit prices for each phase of work performed.

INCLUDED IN THE PROPOSAL:

1. Concrete Demo
2. Concrete Repair
3. Survey
4. Earthwork
5. Erosion Control
6. Seeding
7. 1 year Warranty Period unless otherwise specified
8. Majority of work to occur in from January 2023 thru December 2023

EXCLUDED FROM THE PROPOSAL:

1. Site Traffic Control
2. Demolition, haul off or soil removal unless listed above.
3. Prevailing Wages
4. Additional Insurance Requirements
5. Sales Taxes

ADDITIONAL NOTES:

1. **SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.**
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.
3. This proposal **must be** included as an exhibit to the contract and may not be altered without the consent of SABELL'S.
4. Retention from payments of (0%)
5. **This proposal is valid for a period of 30 days without SaBell's being issued a Notice of Award or Letter of Intent to Award. Pricing is valid for the next 360 days with the potential of a one year renewal. Certain pricing may be subject to as much as a 10% increase with proper support for increases.**

IF ANY ADDITIONAL INFORMATION IS REQUIRED, PLEASE CALL ME AT 303-505-3857.

Sincerely,



Laura Strauch
SaBell's Civil & Landscape, L.LC



EXHIBIT B-3

SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed



SaBell's Civil and Landscape LLC
 8500 W Bowles Ave Ste 204
 Littleton, CO. 80127
 Ph: 720-536-5340
 Fax: 877-801-7190

BID PROPOSAL

To:	Rich Havel	From:	Laura Strauch
Company:	Town of Castle Rock	Date:	7/7/22
Re:	On Call Concrete 2023	Pages:	3
Phone	720-733-4482	E-mail:	rhavel@crgov.com

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- 2) SaBell's has been operating in the state of Colorado since 1948. Current ownership in the form of SCL (SaBell's Landscape & Civil, L.L.C.) has been in operation since February of 2016.
- 3) Ownership of SCL is held by Laura Strauch (18 years' experience). Field personnel include Pablo Ibarra 25 yrs, Jorge 28 yrs, Arturo 40 yrs, and at least 10 additional labors with 5 to 20 yrs experience. All personnel have worked for the TOCR on past projects or are currently working for TOCR.
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- 6) Included below. Our experience has and is ongoing with the TOCR for the past 15 years.
- 7) Included below.
- 8) Included below.
- 9) References to be supplied in a separate attachment.
- 10) Completed W-9 for Taxpayer identification Number & Certification attached separately.

An Integrated Approach to Civil and Landscape Management

Breakout of pricing as follows below as per bid schedule:

Construction Survey	Hourly Rate	\$195.00 / HOUR
Earthwork Grading and Placement	Cubic Yard	\$ 26.00 / CY
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6" Concrete Flatwork	Square Yard	\$ 85.00 / SY
Concrete Curb & Gutter	Lineal Foot	\$ 36.00 / LF
Asphalt Demo	Square Yard	\$ 30.00 / SY
6" Asphalt Pavement	Square Yard	\$ 80.00 / SY
Seeding (Douglas County seed mix)	Square Foot	\$.18 / SF
Mulching (Weed free Straw)	Square Foot	\$.20 / SF
Erosion Control Blanket (Straw / Coconut)	Square Foot	\$.38 / SF
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Vehicle Tracking Pad	Each	\$ 2,500.00 / EA
Concrete Washout	Each	\$ 150.00 / EA
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	Concrete/Asphalt	\$ 295.00 / cylinder

Additional pricing units not included above:

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Sod Repairs	Square Foot	\$ 1.05 / SF
Concrete Crack Caulking	Lineal Foot	\$ 4.50 / LF

Hourly Labor & Equipment Rates per Hour below for work not listed above:

Labor	\$ 48.00 / Hr.
Foreman	\$ 55.00 / Hr.
Superintendent	\$ 65.00 / Hr.
Administration	\$ 80.00 / Hr.
Skid steer w. Operator	\$ 120.00 / Hr.
Mini-Ex w. Operator	\$ 145.00 / Hr.
240 Excavator w. Operator	\$ 200.00 / HR
F800 Truck w. Driver	\$ 90.00 / Hr.
Tandem w. Driver	\$ 135.00 / Hr.

***Performance Bond for contract to be computed at 2.5% of Total contract and adjusted for change orders as they occur. Bond to be issued in the year that the majority of the work is to be performed.

***Contractor's Mobilization & General Conditions to be figured at 10% of the above unit prices for each phase of work performed.

INCLUDED IN THE PROPOSAL:

1. Concrete Demo
2. Concrete Repair
3. Survey
4. Earthwork
5. Erosion Control
6. Seeding
7. 1 year Warranty Period unless otherwise specified
8. Majority of work to occur in from January 2023 thru December 2023

EXCLUDED FROM THE PROPOSAL:

1. Site Traffic Control
2. Demolition, haul off or soil removal unless listed above.
3. Prevailing Wages
4. Additional Insurance Requirements
5. Sales Taxes

ADDITIONAL NOTES:

1. **SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.**
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.
3. Payment for invoices is due (15) days from the date of invoice. If payment is not received, SABELL'S reserves the right to impose a service charge of 2% monthly up to 24% per year. Any fees associated with collection of funds to include attorney fees will be also be charged.
4. This proposal **must be** included as an exhibit to the contract and may not be altered without the consent of SABELL'S.
5. Retention from payments of (0%)
6. **This proposal is valid for a period of 30 days without SaBell's being issued a Notice of Award or Letter of Intent to Award. Pricing is valid for the next 360 days with the potential of a one year renewal. Certain pricing may be subject to as much as a 10% increase with proper support for increases.**

IF ANY ADDITIONAL INFORMATION IS REQUIRED, PLEASE CALL ME AT 303-505-3857.

Sincerely,



Laura Strauch
SaBell's Civil & Landscape, L.LC



EXHIBIT C-3

CONTRACTOR'S CERTIFICATE OF INSURANCE

Previously Executed



DATE (MM/DD/YYYY)
3/2/2023

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 Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921	CONTACT NAME: Mary Cook PHONE (A/C, No, Ext): (719) 528-1884 E-MAIL ADDRESS: mary-cook@leavitt.com	FAX (A/C, No): (800) 746-4434
	INSURER(S) AFFORDING COVERAGE	
INSURED SaBells Civil and Landscape LLC 8500 W. Bowles Ave., Ste 204 Littleton CO 80123	INSURER A: United Fire & Casualty Group	
	INSURER B: Pinnacol Assurance	
	INSURER C: Evanston Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **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	X		60537739	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			60537739	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			60537739	3/1/2023	3/1/2024	BODILY INJURY (Per accident) \$
	DED RETENTION \$						PROPERTY DAMAGE (Per accident) \$
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 <input checked="" type="checkbox"/> N/A		4221935	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	LEASED/RENTED EQUIPMENT			60537739	3/1/2023	3/1/2024	LIMIT 50,000
C	POLLUTION			CPLMOL113980	11/10/2022	11/10/2023	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 2023-2024 On Call Concrete. Town of Castle Rock is listed as Additional Insured with respects to General Liability. 30 Days written notice prior to cancellation included.
 THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER jmartin@crgov.com Town of Castle Rock 100 N 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 Jenny Davis/JEDAVID
---	---



EXHIBIT B-4

UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

Our pricing for the Centennial Park breakout of pricing as follows below as per bid schedule:

Phase 1 – Fall 2024 (Before December 31st)

Mobilization		Lump Sum	\$ 30,150.00
Geotechnical Soils Reports		Lump Sum	\$ 4,500.00
Erosion Control		Lump Sum	\$ 19,650.00
Engineering of Retaining Wall and Shelter Caissons			
		Lump Sum	\$ 5,500.00
Fence Demo		Lump Sum	\$ 29,050.00
Concrete Demo	2,650 SF	@ \$4.00 / SF	\$ 10,600.00
Demo Existing Stairs and Cheek Walls		Lump Sum	\$ 1,100.00
Demo Concrete Wall		Lump Sum	\$ 670.00
Removal and Haul off of Court Tiles		Lump Sum	\$ 6,500.00
Removal of Basketball Hoops and Court Nets		Lump Sum	\$ 850.00
Survey		Lump Sum	\$ 12,050.00
Geotechnical Testing		Lump Sum	\$ 8,500.00
Excavation and Export		Lump Sum	\$ 2,330.00
Block Boulders	4 EA	@ \$915.00 / EA	\$ 3,660.00
Drainage and Cobble Swell		Lump Sum	\$ 4,750.00
		Phase 1 Sub-Total	\$139,860.00

Phase 2 – 2025 (After January 1st)

Concrete Retaining Wall		Lump Sum	\$ 36,435.00
Structural Fill for Post Tension Court Leveling		Lump Sum	\$ 16,510.00
Block Retaining Wall w/ Drainage	705 LF	@ \$110.00 / LF	\$ 77,550.00
5' Wide Concrete Walk with Seatwall	378 SY	@ \$ 94.00 / SY	\$ 35,540.00
3' Walk with Thickened Edge	210 SY	@ \$195.00 / SY	\$ 40,950.00
Chase Drains	2 ea.	@ \$2,600.00 / EA	\$ 5,200.00
ADA Parking Stalls & Striping/Stops		Lump Sum	\$ 10,600.00
New Concrete Stairs		Lump Sum	\$ 15,185.00
Mill and Overlay Parking		Lump Sum	\$ 45,000.00
7' X 10' Cantilever Shelters	2 EA	@ \$24,000.00	\$ 48,000.00
Rock Mulch to match existing	52 TN	@ \$210.00 / TN	\$ 10,920.00
Native Seed	3000 SF	@ \$1.05 / SF	\$ 3,150.00
Sod Installation with Soil Prep	2850 SF	@ \$2.00 / SF	\$ 5,700.00
Plant Material		Lump Sum	\$ 10,720.00
Irrigation Modifications		Lump Sum	\$ 4,820.00
Stair and Ramp Railing	140 LF	@ \$242.85 / LF	\$ 34,000.00
Concrete Wall Guardrail	80 LF	@ \$325.00 / LF	\$ 26,000.00
Bench and Receptacle Installation	2 SETS	@ \$4,782.50 / SET	\$ 9,565.00
Winter Weather Protection Allowance		Lump Sum	\$ 5,000.00
Import / Export Allowance		Lump Sum	\$ 5,000.00
		Phase 2 Sub-Total	\$445,845.00

Total Proposal \$585,705.00



INCLUDED IN THE PROPOSAL:

1. Compaction
2. 4500 PSI Concrete 6" thick
3. 1 year Warranty Period unless otherwise specified
4. Site Traffic Control
5. Demolition, haul off of soil removal unless listed above.
6. Coordination of Post Tension Slab scope of work
7. Work to take place in 2024 and 2025
8. Shelter Engineered Shop Drawings

EXCLUDED FROM THE PROPOSAL:

1. Site Traffic Control for Renner
2. Removal of Trees on west side of courts
3. Demolition of Asphalt Basketball / Tennis Courts – to remain in place
4. Prevailing Wages
6. Sales Taxes
7. Chainlink Fence Installation / Engineering

ADDITIONAL NOTES:

1. SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.

Notwithstanding the foregoing, insurance requirements and payment terms are governed by the Agreement. In no event shall payment exceed \$1,144,275.00 for the 2024 Term and \$500,000.00 for the 2025 Term, unless authorized in writing by the Town.



EXHIBIT C-4

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
3/7/2024

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 Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921		CONTACT NAME: Mary Cook PHONE (A/C No. Ext.): (719) 528-1884 FAX (A/C No.): (303) 741-4434 E-MAIL ADDRESS: mary-cook@leavitt.com	
INSURED SaBells Civil and Landscape LLC 8500 W. Bowles Ave., Ste 204 Littleton CO 80123		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company NAIC # 019021 INSURER B: Pinnacle Assurance 41190 INSURER C: Evanston Insurance Company 35378 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 24/25** **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.

INSTR	TYPE OF INSURANCE	ADDL. EXCL. (IND)	EXCL. (WVD)	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60537739	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Personal & Advertising Injury \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60537739	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			60537739	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) Yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4221935	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION			CPLMOL122314	3/1/2024	3/1/2025	Deductible \$5,000 \$2,000,000
A	Leased/Rented Equipment			60537739	3/1/2024	3/1/2025	Link 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 2023-2024 On Call Concrete, Town of Castle Rock is listed as Additional Insured with respects to General Liability. 30 Days written notice prior to cancellation included.
 THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER buildingcounter@crgov.com Town of Castle Rock 100 N 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 Jenny Davis/JEDAVI
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