



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Construction Administration for the Castle Rock Sports Development Center – Parks &
Recreation)**

DATE: _____ February 18, 2025 _____.

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

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 990 South Broadway, Suite 222, Denver, Colorado 80209 (“Consultant”).

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town engaged Consultant pursuant to its Sole Source policy.

III. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and exhibits.

TERMS:

1. **Scope of Services.** Consultant shall provide all of the services as set forth on ***Exhibit 1*** (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town may withhold payment, in whole or in part, for the 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 Consultant, whether in whole or in part, within thirty (30) days’ receipt of such invoice. In no event shall payment exceed **\$1,009,302.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence on **February 18, 2025** and expire on **April 30, 2027** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement 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. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.



4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, deliverables created up to the point of termination.

5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.

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

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

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.

9. **Insurance.**

A. **General Conditions:** Consultant 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. Consultant 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, Consultant 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). Consultant 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 Consultant. The Consultant 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:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit 2**, 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 Consultant'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, Consultant and subconsultant'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, Consultant'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. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Consultant 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:** Consultant 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:** Consultant 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):** Consultant 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.

10. **Colorado Governmental Immunity Act.** The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations 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.

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

12. **Delays.** Any delays in or failure of performance by any party of the 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.

13. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, 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.

14. **Time 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.

15. **Default and Remedies.** In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (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 (subject to the following limitations on damages) and recover its reasonable attorney's fees and costs in such legal action. No party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

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

17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this



Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.

20. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.



23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines (“WCAG”) followed by the State of Colorado. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

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

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Fee Summary

Castle Rock Sports Center
Scope of Services - Fee Allocation

13-Jan-2025
13-Jan-2025

| CA Design Fee Allocation | |
|---|------------|
| Base Design Services | CA cost |
| Architect of Record | \$ 535,000 |
| Civil | By Others |
| Landscape | \$ 8,200 |
| Irrigation | \$ 2,900 |
| Interior | \$ 56,095 |
| Structural | \$ 53,000 |
| Mechanical & Plumbing | \$ 58,688 |
| Electrical & Lighting | \$ 78,000 |
| Aquatics | \$ 26,250 |
| Specifications | \$ 2,000 |
| Base Design Services Subtotals | \$ 820,133 |
| Additional Requested Services (Included in overall fee) | |
| Electrical & Lighting | |
| Low Voltage / AV / Security | \$ 32,000 |
| Interiors | |
| Furniture | \$ 6,475 |
| Energy Modeling | |
| Fundamental Commissioning | \$ 65,900 |
| Drawing Changes/Review | |
| 30% CD VE | \$ 25,000 |
| 95% CD VE | \$ 15,000 |
| Allowance for Substitution Review (T&E) | \$ 32,805 |
| Additional Recommended Services Subtotals | \$ 177,180 |
| Total Fees (CA Phase) | \$ 997,313 |

| Reimbursable Expense Budget | |
|-----------------------------|-----------|
| Total CA Phase Expenses | \$ 11,989 |

| Total Fees + Projected Reimbursable Expenses | |
|--|--------------|
| Total CA Fee + Expenses | \$ 1,009,302 |

Assumptions:

- Construction Administration Services will be provided based on the project schedule [Exhibit B] and identified tasks within [Exhibit E]. Construction delays and project schedule extensions not caused by BRS or it's Sub-Consultants will incur additional design team fees per consultants' hourly rates.
- Site is assumed to be free of development or environmental hazards and will not require demolition or clean up. Environmental investigation not included.
- Geo-technical investigation and topographic survey is not included in this fee/contract and will be provided as needed by others.
- Project scope and fee assumes coordination with Civil engineering (contracted by others).
- Traffic engineering and traffic signal design is by others (not included in scope).
- All fees for permits and jurisdictional approvals, utilities and taxes have been excluded.
- BRS will provide all digital files (PDF & Revit) to the client for their use & record at the completion of the CD phase. Hard copy sets of the drawings will be provided if requested, as an additional service.
- Project limits are assumed to be as shown as defined in Exhibit C. The construction observation and design of areas outside the project limits are not included in our scope of the work.
- Entitlements for the Development will be provided by Confluence Companies.
- Fee includes ongoing coordination with the Town and Confluence Companies for the entitlement process and coordination between this project and the master development.
- Water Quality and Detention will be part of the overall project master plan. BRS will coordinate with the Civil Engineer (contracted by others) as required based on the overall project needs.
- The drainage for the master planned site is not included as part of the scope of this project. Provided by others.
- Preliminary and Final plats will be done by the Town of Castle Rock and will not be part of this project.
- Third Party Fundamental Commissioning is included. Enhanced Commissioning is not included but can be provided if requested, as an additional service.
- Fire Protection design will be specified by the project Mechanical engineer as part of this contract scope of work and Fire Protection for the project will be designed by the Fire Protection subcontractor as part of the construction contract.
- Additional services beyond scope identified within the scope of this proposal will be billed out per Exhibit D - 2025 rates.
- Record documents coordinated with Contractor provided redlined drawings are included.
- If a design omission is recognized within the construction documents during the Construction Administration phase of the project, however, is required to complete the project, ie. "Betterment", the client will pay for the cost of adding that missing scope or item back into the project.
- Foundation Assumptions: A conventional foundation with slab on grade floors is anticipated. Structural floor at grade is not anticipated based on available geotechnical reports to date. If a structured main level floor slab is required by a future geotechnical report the fee for additional structural services above will need to be implemented due to the more complex design and engineering required.

Exhibit B - Project Schedule

Castle Rock Sports Complex

*** All Work View (w/Total Float)

Planned by Asta Powerproject

Printed: 1/13/2025

| Line | Name | OD | Start | Finish | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|---|-------------|------------------|------------------|------|------|------|------|------|
| | Project Summary | 876d | Nov 06 23 | Apr 29 27 | | | | | |
| | Pre-Construction Milestones | 397d | Nov 06 23 | Jun 10 25 | | | | | |
| 3 | Early Bid Pack (MEP, Pool, Precast, Translucent Wall System) | 0d | Nov 06 23 | Nov 06 23 | | | | | |
| 4 | LOI Received from Confluence | 0d | Jan 08 25 * | Jan 08 25 | | | | | |
| 5 | Notice to Proceed | 0d | Jun 10 25 | Jun 10 25 | | | | | |
| 6 | Permit in Hand | 0d | Jun 10 25 | Jun 10 25 | | | | | |
| | Construction Milestones | 464d | Jul 01 25 | Apr 29 27 | | | | | |
| 8 | Construction Start | 0d | Jul 01 25 * | Jul 01 25 | | | | | |
| 9 | Construction Duration | 430d | Jul 01 25 | Mar 11 27 | | | | | |
| 10 | Foundations Start | 0d | Aug 04 25 | Aug 04 25 | | | | | |
| 11 | Precast Wall Panels Start | 0d | Oct 21 25 | Oct 21 25 | | | | | |
| 12 | Structural Steel Start | 0d | Oct 30 25 | Oct 30 25 | | | | | |
| 13 | Temp Gas Meter Set for Temp Heat (1st Slab on Deck pour) ALAP | 0d | Dec 16 25 | Dec 16 25 | | | | | |
| 14 | Area A Roof Dry In | 0d | Jan 15 26 | Jan 15 26 | | | | | |
| 15 | Area B Roof Dry In | 0d | Jan 21 26 | Jan 21 26 | | | | | |
| 16 | Permanant Power On | 0d | Mar 11 26 | Mar 11 26 | | | | | |
| 17 | Gas Meter Set and Gas to Mech Units | 0d | Mar 11 26 | Mar 11 26 | | | | | |
| 18 | Area C Roof Dry In | 0d | Mar 12 26 | Mar 12 26 | | | | | |
| 19 | High Roof Dry In | 0d | Mar 12 26 | Mar 12 26 | | | | | |
| 20 | Area D Roof Dry In | 0d | Mar 12 26 | Mar 12 26 | | | | | |
| 21 | Building Enclosed 100% | 0d | May 13 26 | May 13 26 | | | | | |
| 22 | Pool Complete | 0d | Dec 29 26 | Dec 29 26 | | | | | |
| 23 | Substantial Completion / Occupancy (Logic Driven) | 0d | Mar 12 27 | Mar 12 27 | | | | | |
| 24 | Final Completion | 0d | Apr 29 27 | Apr 29 27 | | | | | |
| | Impacts | 20d | Feb 12 27 | Mar 11 27 | | | | | |
| | Weather Days | 20d | Feb 12 27 | Mar 11 27 | | | | | |
| 27 | Anticipated Weather Days | 20d | Feb 12 27 | Mar 11 27 | | | | | |
| | Pre-Construction | 388d | Jun 03 24 | Dec 16 25 | | | | | |
| | Design/Estimating | 218d | Jun 03 24 | Apr 15 25 | | | | | |
| | Design Development | 188d | Jun 03 24 | Mar 04 25 | | | | | |
| 31 | Early set from BRS 40% CD's | 0d | Jun 03 24 * | Jun 03 24 | | | | | |
| 32 | SCI Price early set | 22d | Jun 03 24 | Jul 02 24 | | | | | |
| 33 | Review Estimate and prepare package for council | 8d | Jul 03 24 | Jul 15 24 | | | | | |
| 34 | Town Council Meeting | 0d | Jul 16 24 | Jul 16 24 | | | | | |
| 35 | Town Council Meeting for Precast and Fire Sprinkler SD | 0d | Dec 18 24 * | Dec 18 24 | | | | | |
| 36 | Town Council Approval for Full Project | 0d | Jan 03 25 * | Jan 03 25 | | | | | |
| 37 | Prepare IGMP/Early awards (Steel, MEP, Pool, Translucent Wall, Precast, Fire Sprinkler) | 20d | Jan 08 25 | Feb 04 25 | | | | | |
| 38 | FGMP | 40d | Jan 08 25 | Mar 04 25 | | | | | |



SAUNDERS

Owner:


Progress Period (Data Date):
10/30/2023

Start Date: 11/6/2023
Finish Date: 4/29/2027

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*** All Work View (w/Total Float)

Planned by Asta Powerproject

| | | | | |
|--|--------|--|---|--------------|
|  | Owner: | Progress Period (Data Date): 10/30/2023 | Start Date: 11/6/2023 Finish Date: 4/29/2027 | Page 2 of 27 |
|--|--------|--|---|--------------|

Castle Rock Sports Complex

Printed: 1/13/2025

*** All Work View (w/Total Float)

Planned by Asta Powerproject

| Line | Name | OD | Start | Finish | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|--|-------------|------------------|------------------|------|------|------|------|------|
| 77 | Metal Panel Procurement / Fabrication | 80d | Mar 05 25 | Jun 25 25 | | | | | |
| | Construction | 408d | Jul 01 25 | Feb 09 27 | | | | | |
| | Mobilization | 5d | Jul 01 25 | Jul 08 25 | | | | | |
| 80 | Mobilize to site | 5d | Jul 01 25 | Jul 08 25 | | | | | |
| 81 | Install Site Fence and initial BMPs | 5d | Jul 01 25 | Jul 08 25 | | | | | |
| | Sitework / Utilities | 33d | Jul 09 25 | Aug 22 25 | | | | | |
| 83 | Survey and Verify existing conditions (Dirt at BTM slab elevation) | 3d | Jul 09 25 | Jul 11 25 | | | | | |
| 84 | Establish Control and Layout | 2d | Jul 14 25 | Jul 15 25 | | | | | |
| 85 | Build Site Access Road and Crane Path | 10d | Jul 14 25 | Jul 25 25 | | | | | |
| | Sanitary - Water Line | 5d | Jul 14 25 | Jul 18 25 | | | | | |
| 87 | Install Sanitary Line E (Approx 450LF) | 5d | Jul 14 25 | Jul 18 25 | | | | | |
| | Storm | 17d | Jul 21 25 | Aug 12 25 | | | | | |
| | Storm Line E | 13d | Jul 21 25 | Aug 06 25 | | | | | |
| 90 | Install STM From B7-E4 w/ laterals (Approx 1000LF) - Storm E | 9d | Jul 21 25 | Jul 31 25 | | | | | |
| 91 | Install STM From E4-E8 w/ laterals (Approx 450LF) - Storm E | 4d | Aug 01 25 | Aug 06 25 | | | | | |
| | Storm Line F | 4d | Aug 07 25 | Aug 12 25 | | | | | |
| 93 | Install STM from AA3 to F5 w/ laterals (Approx 460LF) - Storm F | 4d | Aug 07 25 | Aug 12 25 | | | | | |
| | Water Line | 8d | Aug 13 25 | Aug 22 25 | | | | | |
| 95 | Install East side of loop (Approx 540LF) - Water Line | 3d | Aug 13 25 | Aug 15 25 | | | | | |
| 96 | Install South side of loop (Approx 370LF) - Water Line | 2d | Aug 18 25 | Aug 19 25 | | | | | |
| 97 | Install West side of loop (Approx 550LF) - Water Line | 3d | Aug 20 25 | Aug 22 25 | | | | | |
| | Structure | 285d | Jul 28 25 | Sep 09 26 | | | | | |
| | Foundations | 104d | Jul 28 25 | Dec 23 25 | | | | | |
| | Pad and Continuous Footings | 57d | Jul 28 25 | Oct 15 25 | | | | | |
| | Footings - Area A | 32d | Jul 28 25 | Sep 10 25 | | | | | |
| 102 | Pump Pit - A1 | 12d | Jul 28 25 | Aug 12 25 | | | | | |
| 103 | Excavate and set sump pump enclosures - Footings - Area A | 2d | Jul 28 25 | Jul 29 25 | | | | | |
| 104 | Backfill Sump - Footings Area A | 1d | Jul 30 25 | Jul 30 25 | | | | | |
| 105 | Pump Pit Footers - Area A | 9d | Jul 31 25 | Aug 12 25 | | | | | |
| 106 | Excavate Pump Pit Footers - Crew 1 - Sequence 1 - Area A | 2d | Jul 31 25 | Aug 01 25 | | | | | |
| 107 | Form Pump Pit Footers - Crew 1 - Sequence 1 - Area A | 2d | Aug 04 25 | Aug 05 25 | | | | | |
| 108 | Reinforce Pump Pit Footers - Crew 1 - Sequence 1 - Area A | 3d | Aug 06 25 | Aug 08 25 | | | | | |
| 109 | Place Pump Pit Footers - Crew 1 - Sequence 1 - Area A | 1d | Aug 11 25 | Aug 11 25 | | | | | |
| 110 | Strip Pump Pit Footers - Crew 1 - Sequence 1 - Area A | 1d | Aug 12 25 | Aug 12 25 | | | | | |
| 111 | Pad & Continuous Footings - Area A | 8d | Aug 11 25 | Aug 20 25 | | | | | |
| 112 | Excavate Pad & Cont. Footings Crew 1 Sequence 2 - Area A | 2d | Aug 11 25 | Aug 12 25 | | | | | |
| 113 | Form Pad & Cont. Footings Crew 1 Sequence 2 - Area A | 2d | Aug 13 25 | Aug 14 25 | | | | | |
| 114 | Reinforce Pad & Cont. Footings Crew 1 Sequence 2 - Area A | 2d | Aug 15 25 | Aug 18 25 | | | | | |



SAUNDERS

Owner:


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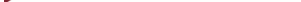
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Planned by Asta Powerproject

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|  | Owner: | Progress Period (Data Date): 10/30/2023 | Start Date: 11/6/2023 Finish Date: 4/29/2027 | Page 4 of 27 |
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|  | Owner: | Progress Period (Data Date): 10/30/2023 | Start Date: 11/6/2023 Finish Date: 4/29/2027 | Page 10 of 27 |
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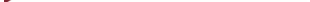
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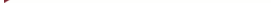
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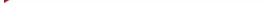
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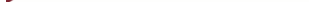
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Castle Rock Sports Complex

Printed: 1/13/2025

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| Line | Name | OD | Start | Finish | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|--|-------------|------------------|------------------|------|------|------|------|--|
| 951 | Equipment Commissioning | 30d | Dec 29 26 | Feb 09 27 | | | | | Equipment Commissioning |
| | Hardscapes / Landscaping | 165d | Apr 22 26 | Dec 15 26 | | | | | |
| 953 | Install Light Pole Bases | 10d | Apr 22 26 | May 05 26 | | | | | Install Light Pole Bases |
| 954 | Grade for Curb & Gutter | 30d | May 06 26 | Jun 17 26 | | | | | Grade for Curb & Gutter |
| 955 | Underground Electrical Rough In | 15d | May 06 26 | May 27 26 | | | | | Underground Electrical Rough In |
| 956 | Install Curb & Gutter and Drain Pans | 30d | May 13 26 | Jun 24 26 | | | | | Install Curb & Gutter and Drain Pans |
| 957 | Landscape Sleeves | 30d | May 13 26 | Jun 24 26 | | | | | Landscape Sleeves |
| 958 | Fine Grade for Asphalt | 20d | Jun 18 26 | Jul 16 26 | | | | | Fine Grade for Asphalt |
| 959 | Install Sidewalks | 20d | Jun 25 26 | Jul 23 26 | | | | | Install Sidewalks |
| 960 | Asphalt Paving | 20d | Jul 02 26 | Jul 30 26 | | | | | Asphalt Paving |
| 961 | Landscape Irrigation | 30d | Jul 24 26 | Sep 03 26 | | | | | Landscape Irrigation |
| 962 | Parking Lot Striping & Signage | 10d | Jul 31 26 | Aug 13 26 | | | | | Parking Lot Striping & Signage |
| 963 | Erect Light Poles | 5d | Jul 31 26 | Aug 06 26 | | | | | Erect Light Poles |
| 964 | Set EV Charging Stations | 5d | Aug 07 26 | Aug 13 26 | | | | | Set EV Charging Stations |
| 965 | Landscape Planting & Mulch | 30d | Sep 04 26 | Oct 16 26 | | | | | Landscape Planting & Mulch |
| | Sitework - Closeout | 40d | Oct 19 26 | Dec 15 26 | | | | | |
| 967 | Generate Contractor Completion List - Sitework | 15d | Oct 19 26 | Nov 06 26 | | | | | Generate Contractor Completion List - Sitework |
| 968 | Complete GC List - Sitework | 15d | Oct 26 26 | Nov 13 26 | | | | | Complete GC List - Sitework |
| 969 | Final Clean - Sitework | 15d | Nov 02 26 | Nov 20 26 | | | | | Final Clean - Sitework |
| 970 | Generate Owner/Arch Punchlist - Sitework | 15d | Nov 16 26 | Dec 08 26 | | | | | Generate Owner/Arch Punchlist - Sitework |
| 971 | Complete Punchlist Items - Sitework | 15d | Nov 23 26 | Dec 15 26 | | | | | Complete Punchlist Items - Sitework |
| | Project Closeout | 119d | Nov 09 26 | Apr 28 27 | | | | | |
| 973 | Elevator Final Inspections | 10d | Nov 09 26 | Nov 20 26 | | | | | Elevator Final Inspections |
| 974 | Final Clean Entire Building | 10d | Dec 16 26 | Dec 30 26 | | | | | Final Clean Entire Building |
| 975 | Final Inspections | 30d | Dec 31 26 | Feb 11 27 | | | | | Final Inspections |
| 976 | Final Owner/Architect Acceptance | 30d | Dec 31 26 | Feb 11 27 | | | | | Final Owner/Architect Acceptance |
| 977 | Construction Complete | 0d | Feb 12 27 | Feb 12 27 | | | | | Construction Complete |
| 978 | Final Punchlist Work & "Building Turnover" | 34d | Mar 12 27 | Apr 28 27 | | | | | Final Punchlist Work & "Building Turnover" |



SAUNDERS

Owner:






















































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| Subcontractor,Impacts | | | | | | | | | | | | | | | |
|--|---------------------------|---|---------------------------|---|----------------|--|---------------------|---|----------------------|---|-------------------|---|----------------------|---|----------------------|
|  | Foundatoin Crew 1 |  | Foundation Crew 2 |  | Wall Crew 2 |  | Wall Crew 1 |  | Electrical Trim Crew |  | Electrical Crew A |  | Mech Crew A |  | Plumbing Crew C |
|  | Mechanical Crew C |  | Electrical Crew B |  | Framing Crew B |  | Plaster Ceilings |  | Plumbing Crew B |  | Framing Crew A |  | Mech Crew B |  | Exterior Framing |
|  | Milestone |  | SCI PRECON |  | SCI Work |  | SCI Punch |  | SCI |  | Mechanical |  | Acoustic Wall Panels |  | MEP - General |
|  | Plumbing Crew A |  | Architect |  | Audio System |  | Ceiling Grid & Tile |  | Ceramic Tile |  | Castle Rock |  | Cleaning |  | Concrete Crew |
|  | Damproofing-Waterproofing |  | Doors / Frames / Hardware |  | Inspection |  | Earthwork |  | Electrician |  | Elevator |  | Fire Sprinkler |  | Floor Polisher |
|  | Flooring |  | Glazing |  | Paving |  | Landscaping |  | Mason / Brick |  | Metal Panels |  | Millwork / Casework |  | Mondo Flooring |
|  | Owner |  | Paint |  | Signage |  | Plumbing |  | Pool Contractor |  | Pour Crew |  | Precast Walls |  | Punchlist All Trades |
|  | Rebar |  | Roofing |  | Fire Alarm |  | Site Hardscapes |  | Skylights & Kalwall |  | Sports Equipment |  | Structural Steel |  | Survey / Locates |
|  | Toilet Partions |  | Wood Flooring | | |  | Drywall - Hang |  | Tape & Finish | | | | | | |

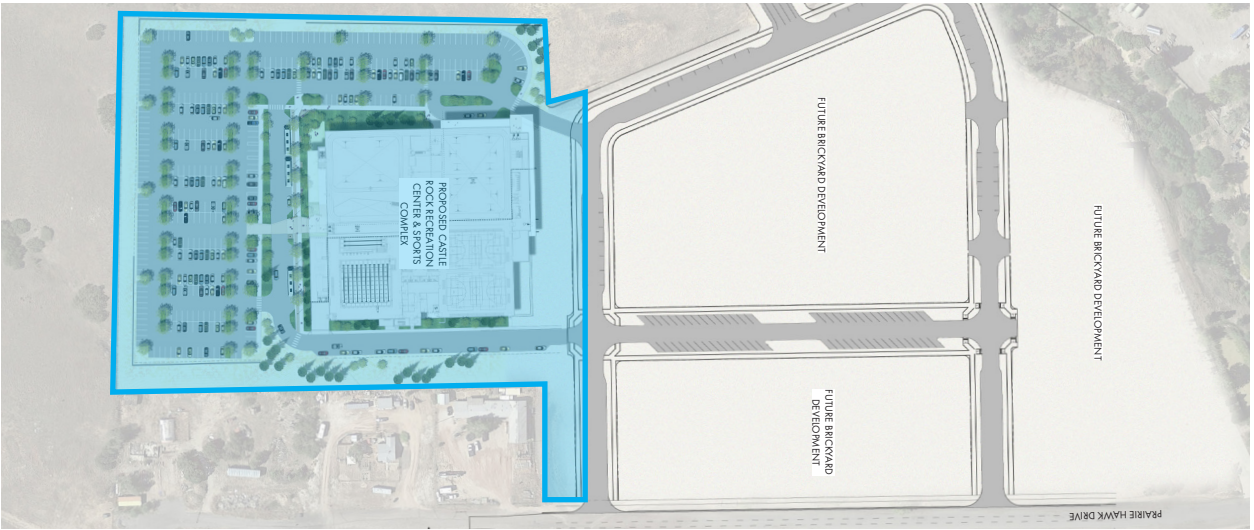


Exhibit C: Project Limits

Exhibit D - 2025 Rates

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jan 2025)

- A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

| | |
|--------------------------|--------------|
| Designer I | \$ 125/ hour |
| Designer II | \$ 135/ hour |
| Designer III | \$ 145/ hour |
| Designer IV | \$ 160/ hour |
| Senior Designer | \$ 200/ hour |
| Marketing/Administrative | \$ 150/ hour |
| Design Manager | \$ 175/ hour |
| Project Specialist | \$ 185/ hour |
| Project Manager | \$ 205/ hour |
| Principal I | \$ 205/ hour |
| Principal II | \$ 225/ hour |
| Senior Principal III | \$ 240/ hour |
| Partner | \$ 260/ hour |

- B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

- C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at seventy cents (\$0.70) per mile.
2. Long distance phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

- D. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

- E. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

#

Contract Administration Task Matrix Breakdown

Modified 7/20/2024



The following chart identifies the tasks associated with the Contract Administration phase during the construction of the project noted below. An "X" is identified next to each item that the associated party is responsible for. The tasks listed below are based on a notice to proceed date of July 1st, 2025, and a 22-month (96 weeks) Construction schedule completed on May 1st of 2027. Should the contractor schedule extend beyond this timeframe, revisions to this list may be required.

Project Name: **Castle Rock Sports Center**

| Task | Owner's Rep | BRS | Design Subconsultants |
|--|-------------|----------|---------------------------------|
| Bidding Support (Sept.2024 - Feb. 2025) | | | |
| Review of product Substitution Request during the bidding phase ⁽¹⁾ | | X | X |
| <i>Additional Service - Review of product substitutions after the bidding phase (unless a product is discontinued). Additional services if review required for net owner savings.</i> | | Excluded | Excluded |
| Review of bidder and General Contractor document scope questions during bidding. | | X | X |
| Review final GMP documents and summary, including assumptions and clarifications | | X | X |
| Review subcontractor bids & respond to CMGC on the preferred GC selection. | X | | |
| <i>Respond to general questions about one subcontractor bid versus another and a preference on who is selected. Will not do a bid by bid review.</i> | X | | |
| Schedule Management | | | |
| Coordination and review of project schedule. Review with owner schedule and owner contract. Confirm that Contractor and Design teams are fulfilling obligations to meet the schedule. | X | | |
| Document Processing | | | |
| Process Submittals to and from the GC and Owner as required | Excluded | | |
| Process Submittals to and from the GC and Architect as required | | X | |
| General review of submittals from the GC for compliance and completeness. This would include submittals that are an exact match to the design spec. | | X | |
| Process Submittals to and from the Owner Rep. and Design Team Members ⁽²⁾ | Excluded | | |
| Process Submittals to and from the Architect and Design Team Members | | X | X |
| Detailed Review of submittals & response ⁽³⁾ | Copied | X | X |
| General review of RFI's from the GC for compliance and completeness | | X | |
| Detailed RFI review & response ⁽⁴⁾ | Copied | X | X |
| Issue revision drawings based on design changes field conflicts or RFI's generated changes. ⁽⁵⁾ | Copied | X | X |
| Site Observations & Meetings | | | |
| Attend Weekly OAC meeting on site. | X | | |
| Attend OAC meeting in person on alternating weeks. Site visit schedule may change as to best suit the project & client's needs. (48) total Site Visits assumed. | | X | |
| Attend OAC meeting via conference call on alternating weeks (on average) when not on site. (48) total OAC phone call in addition to the. Design consultants to call in when requested based on the subject matter ⁽⁷⁾ | | X | As needed for special occasions |
| Provide part-time field presence reviewing work for general conformance | X | | |
| Provide monthly status reports documenting status of work and general compliance with the design intent and contractor's schedule. Or periodic field reports when something of interest needs to be reviewed. | X | | |
| Provide site observation field reports documenting status of work and adherence to the contract documents at each site visit. 48 total reports. ⁽⁸⁾ | | X | |

We believe we can live better.

| | | | |
|--|---|---|---|
| Attend pre-construction meetings as identified in the project specification. Coordinate with already planned site visits when possible. Assume up to 12 special site visits for preconstruction meetings that cannot occur on a regular schedule site visit. ⁽⁹⁾ | | X | |
| Provide periodic consultant site visits and include a field report documenting observations. Site visits per consultant varies, (Mechanical, Electrical, Plumbing/Mechanical, Aquatics, Landscape, Interior Design) refer to consultant proposal for specific quantity of site visits and at what milestones. | | | X |
| Budget Management | | | |
| Review and approval of Change Order Requests ⁽⁶⁾ | X | X | |
| Review subcontractor & GC detailed pricing breakdown for Change Order approvals including sub-contractor backup. Negotiate adjustments in the cost of additional work with the General Contractor. | X | | |
| Detailed review and approval of Monthly Contractor Pay Applications | X | | |
| General review of Contractor Pay Application for % complete (Schedule of values only) | X | X | |
| Review GC schedule of values only at the project start. | X | X | X |
| Close-Out & Project Startup | | | |
| BRS Punch Walk & Punch Report - Assumed 4 days & 4 trips on site. ⁽¹⁰⁾ | | X | |
| Consultant Punch Walk & Punch Report - Assumed 3 day & 3 trip to the site per Consultant MEP building consultant. Aquatic and Landscape Consultants to provide a single punch walk at the appropriate time. - 9 total assumed (Mechanical, Electrical, Plumbing) - 2 total assumed (Aquatics & Landscape) - 2 total assumed (Interior Design) | | | X |
| Managing the completion of Punch List items and subsequent updates on communication with the Contractor to complete the Punch List including any back walks. | X | | |
| BRS will provide a final back walk after BuildMark and Town have completed an initial review. SMEP consultants to provide 1 back walk after review by BuildMark and the Town. | | X | X |
| Fixture, Fixture & Equipment Install Coordination with Vendors | X | | |
| Support the Owner's Rep. to Design Specific questions and setup of FF&E items. | | X | |
| Review of final O&M manuals submitted by the Contractor | X | X | X |
| Coordination of final inspections & reports, and permit closeout | X | | |
| Owner support during equipment startup and staff training | X | | |
| Issue Substantial Completion | | X | |
| One Year Walk-through (@ 11 month time period) | X | X | X |
| Provide As-Designed Record Drawings based on design changes throughout construction and construction field modification as identified in contractor as-builts | | X | X |
| | | | |

CA Scope Assumptions based on responsibilities noted above.

1. Product substitutions beyond what was specified shall be reviewed and considered for approval during the bidding phase only. Any substitution to be considered during the Construction Phase shall include added design team time to review the suggested substitute product.
2. BRS will administer all design team submittals, including coordination, review and processing of consultant submittals.
3. We anticipate approx. **X** submittals based on the submittal log generated by Saunders. Assuming 10% will need to be revised and resubmitted **X** submittals (**X**- Architectural, **X** - Engineering) we require review on this project.

4. Based on past projects of this size/type we see on average xx RFI's. Understanding that 10% of these submittals might be handled by the Owner's Rep. we have anticipated X RFI's
5. Anticipate approximately X design revision drawings/sketches
6. Review of Change Orders for scope of design work only. A detailed review of subcontractor pricing not anticipated by design team.
7. The general intent is to attend Owner/Architect/Contractor meetings on site every other week, an allowance of site visits has been established so that these can be scheduled as needed if a irregular site visit cadence is needed.
8. Site observation reports will include identifying general weather conditions, general activities in progress on site, and any potential deficiencies not in alignment with the contract documents.
9. We anticipate any pre-construction meeting of mockup review can be coordinated with regular job site OAC meetings. We have anticipated a few additional visits may be required outside of the regularly scheduled meeting day.
10. Exhaustive Punch List walks are not anticipated and we assume Owners' Rep/Owner will handle any pre-walk or review of completion prior to Design Team Punch walk
11. Some early submittals, substitution requests as well and early sub-contractor coordination may occur prior to the completion of the Construction Documents phase.

EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/12/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500 | CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---|-------|--|-------|--|-------|-------------|--|-------------|--|-------------|--|
| INSURED Barker Rinker Seacat Architecture, P.C. 990 S. Broadway, Unit 222 Denver, CO 80209 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford - WC Multiple Issuing Cos</td> <td>00914</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hartford Casualty Insurance Company | 29424 | INSURER B : Hartford - WC Multiple Issuing Cos | 00914 | INSURER C : XL Specialty Insurance Company | 37885 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER B : Hartford - WC Multiple Issuing Cos | 00914 | | | | | | | | | | | | | | |
| INSURER C : XL Specialty Insurance Company | 37885 | | | | | | | | | | | | | | |
| 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 34SBWIJ5524 | 08/20/2024 | 08/20/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | 34SBWIJ5524 | 08/20/2024 | 08/20/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | X | X | 34SBWIJ5524 | 08/20/2024 | 08/20/2025 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 34WECID3380 | 08/20/2024 | 08/20/2025 | <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 |
| C | Professional Liability Claims Made | | | DPR5031854 | 08/20/2024 | 08/20/2025 | \$2,000,000 per claim \$4,000,000 annl aggr. |

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock
 1375 W. Plum Creek Parkway
 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



DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Town of Castle Rock Sports Center

The Town of Castle Rock, its Officers, or its employees are Additional Insureds in respect to General Liability.