CON-2026-0260

TOWN OF CASTLE ROCK
AGREEMENT TO PROVIDE ON-CALL SERVICES
(Minor Miscellaneous Pavement & Sidewalk Repair Services – Public Works)

DATE: 05/20/2026.

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

CMH CONCRETE PUMPING INC., a Colorado corporation, 1486 S Beach Court, Denver, Colorado 80219 ("Contractor").

RECITALS:

I. The Town issued a Request for Bids from qualified contractors with expertise in pavement and sidewalk repair services.

II. Contractor timely submitted its Bids.

III. The Town hereby engages Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Contractor shall provide all of the services, labor, materials, goods, products, and or deliverables as set forth on ***Exhibit 1*** ("Services") as-needed for the Town. The Town shall request Services under this Agreement on an as-needed basis. If a request for Services is accepted, Contractor shall complete the Services for each task in accordance with the timeframe agreed upon by the Parties. 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. Contractor may decline to undertake a request for Services. Town shall not be obligated to use Contractor for any specific Service. Town, in its sole discretion, shall have the right to utilize other Contractors for similar services, including but not limited to in the event Contractor fails to timely respond to or declines to accept a Town request for Services under this Agreement. The Town shall issue task orders to Contractor generally in the form attached as ***Exhibit 2*** to indicate its desire for Contractor to perform specific Services at a designated time and location ("Task Order"). Contractor shall notify the Town in writing of its decision to either accept or decline the Task Order within three (3) business days of receipt of said Task Order. Contractor's failure to respond within said time period shall be deemed to constitute a decision by the Contractor to decline the Task Order.

2. **Payment.** Contractor shall invoice the Town for the Services rendered in accordance with an accepted Task Order subject to the rates and fee schedule as 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

("disputed Services"). 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 of receipt of such invoice. Parties understand that the Town has budgeted a total of **$1,500,000.00** for miscellaneous sidewalk and pavement repair and that on-call services contracts for the miscellaneous sidewalk and pavement repair will be entered between two (2) additional contractors utilizing a communal budgeted amount. Parties agree and understand that in no event shall the total sum paid for task orders between all contractors performing Services for Town exceed a total of **$1,500,000.00**. Parties agree and understand that in no event shall the total payment to Contractor for the Services under this Agreement exceed **$1,500,000.00** unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **May 31, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) years under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section 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.

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 Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred and owed up to and including the effective date of termination. Upon termination, Contractor shall immediately turn over all work product, materials, and or deliverables created up to the point of termination.

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services as necessary to complete the Services. Contractor will submit any proposed subcontractors and the description of subcontractor services to the Town for its prior approval. Contractor shall be solely responsible for payment to any such approved subcontractor.

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 Contractor 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:** 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* 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, with the exception of Professional Liability, 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.

J. **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.

10. **No Waiver of 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 Agreement, 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.** Contractor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents 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 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 Contractor. 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 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.

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 and Choice of Law.** 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.** Contractor 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, Contractor shall indemnify the Town in accordance with the terms or 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. These indemnification obligations shall survive the expiration or termination of this Agreement.

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, Contractor 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 Contractor shall insert the foregoing provision in any subcontracts hereunder.

20. **Title VI Compliance.** To the extent applicable, Contractor 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.** Contractor shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Contractor'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 Contractor 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 Contractor 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 Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor 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 Contractor waives any right to prevent its name from being used in connection with the Services.

Contractor 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. Contractor shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Contractor has obtained proper permission and all licenses, releases and other necessary documents. Contractor 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. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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 Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Digital Accessibility.** Contractor 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. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. 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, Contractor 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 Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. 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.

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 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.

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

29. **Confidentiality.** Contractor 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 Contractor 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.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Contractor's Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) any Task Order issued under this Agreement.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – EXEMPLAR TASK ORDER
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

William Langford, Assistant Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Daniel Sailer, Director of Public Works

CONTRACTOR:

CMH CONCRETE PUMPING INC.

By: _____
(Signature)

Efren Gutierrez
(Print Name)

Its: President
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Contractor shall provide Services, as outlined below, as-needed by the Town pursuant to an issued Task Order that has been accepted by Contractor in writing.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	287	LF	$6.50
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	686	LF	$16.00
202C	REMOVAL OF SIDEWALK	355	SY	$17.00
202D	REMOVAL OF CONCRETE PAVEMENT	660	SY	$18.50
202E	REMOVAL OF CURB RAMP	1,099	SY	$17.00
202F	REMOVAL OF MEDIAN COVER MATERIAL (PATTERN CONCRETE)	600	SF	$2.00
202G	REMOVAL OF STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$50.00
202H	REMOVAL OF PAVEMENT MARKINGS	30	SF	$1.75
	CONCRETE PANEL GRINDING (SIDEWALK TRIP HAZARDS)	200	LF	$12.00
203A	UNCLASSIFIED EXCAVATION (CIP)	71	CY	$25.00
203B	TEST HOLE	30	HR	$50.00
208	CONCRETE WASHOUT STRUCTURE	1	EA	$950.00
210A	TYPE R INLET TOP	84	SF	$30.00
210B	TYPE R INLET PAN	12	LF	$25.00
210C	RESET CHASE DRAIN	10	EA	$400.00
304	AGGREGATE BASE COURSE (CLASS 6)	161	CY	$45.00
403A	HMA/WMA (PATCHING) (GR SX) (CIP)(MINIMUM 6" DEPTH)	35	TON	$85.00
412A	CONCRETE PAVEMENT (10") (FILLET)	403	SY	$117.00
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	15	SY	$117.00
608A	CONCRETE SIDEWALK (6")	244	SY	$77.00
608B	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON DOMES)	471	SY	$118.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON DOMES)	141	SY	$116.00
609	MOUNTABLE CURB, GUTTER AND WALK 7' 11" INSTALL SIDEWALK CURB CHASE DRAINS (CHASE ASSEMBLY PROVIDED)	60	LF	$115.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 6'6"	50	LF	$59.00

609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	362	LF	$72.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	50	LF	$28.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	$37.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	50	LF	$35.00
609F	MOUNTABLE CURB,GUTTER AND SIDEWALK 5' 6"	200	LF	$58.00
610A	MEDIAN COVER MATERIAL(PATTERN CONCRETE)	808	SF	$17.50
610B	MEDIAN COVER MATERIAL(PATTERN CONCRETE)(WASH & SEAL)	26,900	SF	$6.00
610C	STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$42.00
620	SANITARY FACILITY	1	LS	$650.00
626B	MOBILIZATION (SUBSEQUENT WORK LIST)	1	DAY	$700.00
627A	PAVEMENT MARKINGS (PAINT) (4" WHITE)	15	SF	$1.10
627B	PAVEMENT MARKINGS (PAINT) (4" DOUBLE YELLOW)	15	SF	$2.00
627C	PAVEMENT MARKINGS (PAINT) (6" WHITE)	15	SF	$1.10
627D	PAVEMENT MARKINGS (PAINT) (XWALKS/STOPBAR)	30	SF	$2.30
627E	PAVEMENT MARKINGS (SYMBOL) (PREFORMED PLASTIC)	30	SF	$30.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED PLASTIC)	30	SF	$16.99
630B	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(LOCAL STREET)	1	DAY	$550.00
630C	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(PRIMARY STREET)	1	DAY	$700.00
630D	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	1	DAY	$100.00
720	MATERIALS SAMPLING & TESTING	1	DAY	$200.00

CON-2026-0260

EXHIBIT 2

Task Order # _____

CON-YEAR-XXXX

TASK ORDER

This Task Order, dated this ____ day of _____, 20__ is issued in accordance with the terms and conditions of the Town of Castle Rock Services Agreement to Provide On-Call __ Services dated _____ ("Agreement"), including rates and fees established therein. The scope of services to be performed under this Task Order is attached as ***Exhibit 1***. Contractor shall reference the Task Order number assigned above on all correspondence and billings.

Task Title:

Cost of Task:

Schedule:

Town of Castle Rock

_____
Daniel Sailer, Department Director

Approved as to form:

_____
William Langford, Assistant Town Attorney

Approved as to content:

_____
_____, Project Manager

Contractor:

By: _____
(Signature)

_____
(Print Name)

Its: _____
(Title)

Account Number:
Project Manager:

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2026

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

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

PRODUCER	CO Insurance Services LLC 2045 Mulligan Drive Colorado Springs CO 80920	CONTACT NAME: MICHAEL HENDRICKSON PHONE (A/C, No, Ext): 719-785-1330 FAX (A/C, No): E-MAIL ADDRESS: coinsuranceservicesinc@gmail.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : STATE NATIONAL INSURANCE COMPANY, IN	12831
INSURED	CMH CONCRETE AND PUMPING 5210 E 78TH AVE COMMERCE CITY CO 80022	INSURER B : PROGRESSIVE	10194
		INSURER C : CLEAR SPRINGS	
		INSURER D : ALLIED	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓	✓	NXTLK9YTPX-00-GL	02/04/2026	02/04/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		990803358	12/26/2026	12/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000.00 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	NXTLK9YTPX-00-GL	02/04/2026	02/04/2027	EACH OCCURRENCE AGGREGATE	$1,000,000.00 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	CWC03260300	09/04/2025	09/04/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000.00 $1,000,000.00 $1,000,000.00
D	POLLUTION LIABILITY INCLUDING SUDDEN & ACCIDENTAL POLLUTION			PL58415254	05/14/2026	04/14/2026	EACH POLLUTION CONDITION AGGREGATE	$1,000,000 $2,000,000
D	PROFESSIONAL LIABILITY			SD8548478	05/14/2026	05/14/2026	LIMIT AND AGGREGATE	$1,000,000

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

The Certificate Holder is TOWN OF CASTLE ROCK. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy on a primary and non-contributory basis. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to completed operations. General Liability coverage applies for operations in Colorado. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the

CERTIFICATE HOLDER	CANCELLATION
TOWN OF CASTLE ROCK ATTENTION: PUBLIC WORKS DEPARTMENT 4175 CASTLETON COURT 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 MICHAEL HENDRICKSON

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