

**SECOND RENEWAL OF TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(2022 Pavement Marking Maintenance Program)**

DATE: _____.

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

COLORADO BARRICADE CO., LLC, 2295 S. Lipan Street, Denver, Colorado 80223 ("Contractor").

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Equipment and Services Acquisition Agreement (2020 Pavement Marking Maintenance Program), dated March 6, 2020 (the “Agreement”), and attached as *Exhibit A*, and the First Renewal of the Agreement, dated March 2, 2021, and attached as *Exhibit B*.
- B. The term of the Agreement expired December 31, 2021. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on December 31, 2022.
- C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 2022 and to increase the contract amount to \$416,595.50.
- D. The parties wish to memorialize these changes in this Second Renewal to the Agreement (“Second Renewal Agreement”).

TERMS:

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

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

Section 3. Amendment. Section 4 of the Agreement is amended to read as follows:

Section 4. Total Obligation. The Town’s total obligation to Contractor under this Agreement for the Work shall not exceed \$416,595.50, unless authorized in writing by the Town.

Section 4. Amendment. The updated Certificate of Insurance for the Contractor for 2022 is attached as *Exhibit D* to this Second Renewal Agreement is incorporated herein and made a part of the Agreement.

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

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

David L. Corliss, Town Manager

CONTRACTOR:

COLORADO BARRICADE CO., LLC

By: _____


Its: VP of Operations

EXHIBIT A to Second Renewal Agreement

**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(2020 Pavement Marking Maintenance Program)**

DATE: March 6, 2020.

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

COLORADO BARRICADE CO., LLC, 2295 S. Lipan Street, Denver, Colorado 80223 (“Contractor”).

RECITALS:

- A. The Town issued a Request for Proposal from qualified contractors with expertise in Pavement Marking Maintenance and Work.
- B. Contractor timely submitted its bid/proposal.
- C. Town wishes to engage Contractor to provide Pavement Marking Work for all Town roadways.

TERMS:

Section 1. Scope of Work. Contractor shall perform all of the Work (painting the Town’s long lines as determined by the signs and markings supervisor with two separate rounds of striping)(Spring round April/May) and (Fall round Sept/Oct), and provide all materials in accordance with the unit prices specified in the Contractor’s Bid Proposal as set forth in *Exhibit 1* (“Work”). Contractor shall complete the Work consistent with standards and practices of the trade.

Section 2. Request for Services. Town shall issue a request to Contractor for specific projects on an as-needed basis.

Section 3. Term/Renewal. The term of this Agreement shall commence January 1, 2020 and expire December 31, 2020. Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to two additional one-year terms.

Section 4. Total Obligation. Irrespective of the bid amount in *Exhibit 1*, the Town’s total obligation to Contractor under this Agreement for the Work shall not exceed \$245,000, unless authorized in writing by the Town.

Section 5. Payment. Contractor shall invoice Town for the Work in accordance with the unit price schedule set forth in *Exhibit 1*. Contractor shall submit invoices to Town on a monthly basis and Town shall pay such invoices within 30 days of receipt.

Section 6. Completion. Contractor shall devote adequate resources to assure timely completion of the Work. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable contractors performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 7. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

Section 8. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Section 9. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 10. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 11. Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

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

A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

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

Section 12. Insurance. Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket

contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person, \$1,093,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 13. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss,

injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 14. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 15. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 16. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 17. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

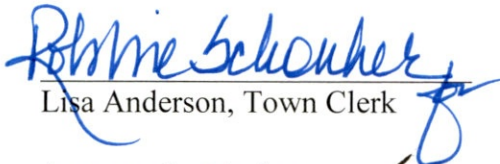
Section 20. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 21. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town

except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

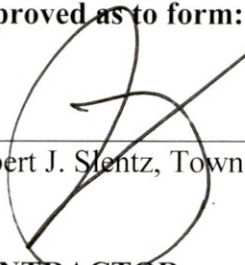
Section 22. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give 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.

ATTEST:



Lisa Anderson, Town Clerk

Approved as to form:



Robert J. Slentz, Town Attorney

CONTRACTOR:

COLORADO BARRICADE CO., LLC

By: 

Its: VP of operations

TOWN OF CASTLE ROCK



David L. Corliss, Town Manager

Approved as to content:



Daniel Sailer, Director of Public Works



**Town of Castle Rock, Colorado
Annual Contract for Pavement Marking**

BID SCHEDULE A

Item #	Est. Quantity	Unit	Item Description	Unit Price	Quantity Price
1	90,000	S.F.	4" Broken White Paint	\$ 0.40	\$ 36,000.00
2	335,000	S.F.	6" Solid White Paint	\$ 0.40	\$ 134,000.00
3	250,000	S.F.	4" Solid or Broken Yellow Paint	\$ 0.40	\$ 100,000.00
4	15,000	S.F.	4" Solid or Broken White Epoxy	\$ 0.75	\$ 11,250.00
5	5,000	S.F.	6" Solid White Epoxy	\$ 0.75	\$ 3,750.00
6	25,000	S.F.	4" Solid or Broken Yellow Epoxy	\$ 0.75	\$ 18,750.00
7	5,000	S.F.	Pavement marking (White Paint) (Word / Symbol)	\$ 3.00	\$ 15,000.00
8	25,000	S.F.	Pavement marking (White Paint) (Xwalk / Stopbar)	\$ 2.00	\$ 50,000.00

TOTAL AMOUNT BID (Items 1 through 8)	\$ 368,750.00
---	----------------------

TOTAL AMOUNT BID IN WORDS: Three Hundred Sixty Eight Thousand Seven Hundred Fifty Dollars & 00/100

NOTE: The above quantities are pure estimates based on the best available historical information that the Town has to go by. Actual quantities are expected to fluctuate and these estimates should not be construed as guaranteed minimums.

ALTERNATE BID ITEMS: Anticipated quantity is unknown. The Town may choose to utilize the following material to assess durability for future applications. Material may be asked to be applied for any of the above striping descriptions

Item #	Est. Quantity	Unit	Item Description	Unit Price	Quantity Price
1a	T.B.D.	Ea.	Pre-Formed Plastic Symbols (Type 3 270ES)	\$ 425.00	\$
2a	T.B.D.	Ea.	Pre-Formed Hot Tape Symbols (90 Mil)	\$ 330.00	\$
3a	T.B.D.	S.F.	Removal of Pavement Markings	\$ 3.00	\$
4a	T.B.D.	S.F.	Pre-Form Plastic PVMT. MKG. (380 ES)	\$ 13.00	\$
5a	T.B.D.	S.F.	Pre-Form Plastic Pavement Marking (Type I) Grooved Inlay (380ES Type 3)	\$ 16.00	\$

NOTE: It is important that the selected contractor can schedule the Town's Spring marking task not later than May, 2020/2021 (weather permitting). The Town will closely consider the below date when awarding this service contract.

Please list the not later than date that crews can be scheduled to mark Town roads: _____, 2020/2021
** Start Two Weeks After Award Of Contract

EXHIBIT B to Second Renewal Agreement

FIRST RENEWAL OF AGREEMENT

DATE: March 2, 2021.

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

COLORADO BARRICADE CO., LLC, a Colorado limited liability company, 2295 S. Lipan Street, Denver, Colorado 80223 (“Contractor”).

RECITALS:

A. The Town and Contractor are parties to the Town of Castle Rock Equipment and Services Acquisition Agreement (Pavement Marking Maintenance Program) dated March 6, 2020 (“Agreement”).

B. The term of the Agreement expires December 31, 2020. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on December 31, 2021.

C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 2021, attached as *Exhibit 1*.

D. In order for the Town to continue to utilize Contractor’s services through December 31, 2021, the Town has determined there is a need to amend the Agreement to increase the contract amount by an additional \$45,000, from \$245,000 to \$290,000.

TERMS:

Section 1. Renewal of Agreement. The Agreement shall be renewed for an additional one-year term, expiring December 31, 2021.

Section 2. Amendment. The rate and fee schedule attached as *Exhibit 1* to this Renewal Agreement is incorporated herein and made a part of the Agreement.

Section 3. Amendment. Total Obligation. The Town’s total obligation to Contractor under this Agreement for the Work shall not exceed \$290,000, unless authorized in writing by the Town.

Section 3. Remaining Terms. All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights to early termination.

ATTEST:

TOWN OF CASTLE ROCK

Robbie Schouker

for Lisa Anderson, Town Clerk

Jason Gray

Jason Gray, Mayor

Approved as to form:

Approved as to content:

[Signature]

Michael J. Hyman, Town Attorney

David L. Corliss

David L. Corliss, Town Manager

CONTRACTOR:

COLORADO BARRICADE CO., LLC
a Colorado limited liability company



By: *[Signature]*

Its: VP of Operations



**COLORADO
BARRICADE CO.**

B I D P R O P O S A L 496686

2021 PM MAINTENANCE / CASTLE ROCK, CO

Customer...: TOWN OF CASTLE ROCK STREETS

Colorado Barricade Co

4175 N CASTLETON COURT +
CASTLE ROCK, CO 80108

2295 SOUTH LIPAN ST
DENVER, CO 80223

Phone #...: 303-660-1020 Fax: 303-660-1025
Contact...: MEGAN BEDNAR Bid Date: 11/13/20
PO #.....: CONTRACT

303-922-7815 Fax: 303-922-5433
Estimator: RODNEY SOWAL

Total Price: \$297,150.00

Seq #	Bid Item #	Start Date	End Date	Quantity	UM	Unit Price	Ext. Price
2.00	627-00001 1. 4" BROKEN WHITE PAINT			90,000.00	SF	.420	37,800.00
3.00	627-00001 2. 6" SOLID WHITE PAINT			335,000.00	SF	.420	140,700.00
4.00	627-00001 3. 4" SOLID OR BROKEN YELLOW PAINT			250,000.00	SF	.420	105,000.00
5.00	627-00008 4. 4" SOLID OR BROKEN WHITE EPOXY PAINT			.00	SF	.790	.00
6.00	627-00008 5. 6" SOLID WHITE EPOXY PAINT			.00	SF	.790	.00
7.00	627-00008 6. 4" SOLID OR BROKEN YELLOW EPOXY PAINT			.00	SF	.790	.00
8.00	627-00001 7. PAVEMENT MARKING WHITE PAINT (WORD-SYMBOL)			1,000.00	SF	3.150	3,150.00
9.00	627-00001 8. PAVEMENT MARKING WHITE PAINT (XWALK-STOP BAR)			5,000.00	SF	2.100	10,500.00
10.00	627-00060 ALT 1A. PREFORMED PLASTIC SYMBOLS (TYPE 3 270ES)			.00	EA	445.000	.00
11.00	627-00070 ALT 2A. PREFORMED HOT TAPE SYMBOLS (90 MIL)			.00	EA	345.000	.00
12.00	202-00250 ALT 3A. REMOVAL OF PAVEMENT MARKING			.00	SF	3.150	.00
13.00	627-00060 ALT 4A. PREFORM PLASTIC PVMT MKG (380ES)			.00	SF	13.500	.00
14.00	627-00060 ALT 5A. PREFORM PLASTIC (TYPE I)(GROOVE NLAY)			.00	SF	16.750	.00
						Total.....:	\$297,150.00

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Print Name: _____

Colorado Barricade Co

Customer

RESOLUTION NO. 2021-019

RESOLUTION APPROVING A FIRST RENEWAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND COLORADO
BARRICADE, CO, LLC FOR THE 2021 PAVEMENT
MARKING MAINTENANCE PROGRAM

WHEREAS, the Town of Castle Rock (the "Town") and Colorado Barricade, Co., LLC (the "Contractor") entered into a renewable Equipment and Service Acquisition Agreement (Pavement Marking Maintenance Program) (the "Agreement") on March 6, 2020, for a total project authorization in the amount of \$245,000; and

WHEREAS, due to new developments (commercial and residential), capital improvement to maintain the Transportation Master Plan, and addressing safety issues, the amount of marking square footage has significantly increased; and

WHEREAS, the Town and the Contractor wish to renew the Agreement for an additional one-year term with a contract amount not to exceed \$290,000.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The First Renewal of Agreement between the Town of Castle Rock and Colorado Barricade, Co., LLC in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the First Renewal of Agreement by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Construction Contract, the Town Council authorizes the expenditure and payment from the 2021 appropriation account no. 120-3120-431-40-35, in an amount not to exceed \$290,000, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2021, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 7 for and 0 against.

ATTEST:

TOWN OF CASTLE ROCK

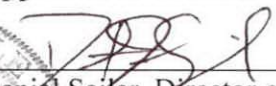

Lisa Anderson, Town Clerk


Jason Gray, Mayor

Approved as to form:

Approved as to content:


Michael J. Hyman, Town Attorney


Daniel Sailer, Director of Public Works



2021 PM MAINTENANCE / RENEWAL #2 2022

Customer . . . : TOWN OF CASTLE ROCK STREETS	Col orado Barri cade Co
4175 N CASTLETON COURT + CASTLE ROCK, CO 80108	2295 SOUTH LI PAN ST DENVER, CO 80223
Phone # . . . : 303-660-1020 Fax: 303-660-1025	303-922-7815 Fax: 303-922-5433
Contact . . . : MEGAN BEDNAR Bid Date: 12/08/21	Estimator: RODNEY SOWAL
PO # : RENEWAL 2022	
Total Pri ce: \$416, 595. 50	

Seq #	Bid Item #	Start Date	End Date	Quantity	UM	Unit Price	Ext. Price
2.00	627-00001 1. 4" BROKEN WHITE PAINT			90,000.00	SF	.480	43,200.00
3.00	627-00001 2. 6" SOLID WHITE PAINT			335,000.00	SF	.480	160,800.00
4.00	627-00001 3. 4" SOLID OR BROKEN YELLOW PAINT			250,000.00	SF	.480	120,000.00
5.00	627-00008 4. 4" SOLID OR BROKEN WHITE EPOXY PAINT			.00	SF	.790	.00
6.00	627-00008 5. 6" SOLID WHITE EPOXY PAINT			.00	SF	.790	.00
7.00	627-00008 6. 4" SOLID OR BROKEN YELLOW EPOXY PAINT			.00	SF	.790	.00
8.00	627-00001 7. PAVEMENT MARKING WHITE PAINT (WORD-SYMBOL)			1,000.00	SF	3.600	3,600.00
9.00	627-00001 8. PAVEMENT MARKING WHITE PAINT (XWALK-STOP BAR)			5,000.00	SF	2.400	12,000.00
10.00	627-00060 ALT 1A. PREFORMED PLASTIC SYMBOLS (TYPE 3 270ES)			.00	EA	445.000	.00
11.00	627-00070 ALT 2A. PREFORMED HOT TAPE SYMBOLS (90 MIL)			.00	EA	345.000	.00
12.00	202-00250 ALT 3A. REMOVAL OF PAVEMENT MARKING			.00	SF	3.150	.00
13.00	627-00060 ALT 4A. PREFORM PLASTIC PVMT MKG (380ES)			.00	SF	13.500	.00
14.00	627-00060 ALT 5A. PREFORM PLASTIC (TYPE 1)(GROOVE NLAY)			.00	SF	16.750	.00
15.00	627-00070 ADD: PREFORMED THERMO 90 MIL 8" LANE LINES WITH CONTRAST BORDERS.			2,243.00	SF	18.500	41,495.50
Notes:							
** GROOVE INLAY 90 MIL PREFORMED THERMOPLASTIC LANE LINES (8" WHITE WITH 1.5" BLACK BORDERS = 11" WIDE)							
- TRAFFIC CONTROL INCLUDED.							
- MOBILIZATION INCLUDED.							
- REMOVAL OF EXISTING PAVEMENT MARKINGS REMOVED WITH GROOVING OPERATION.							



B I D P R O P O S A L 497101

2021 PM MAINTENANCE / RENEWAL #2 2022

Customer . . . : TOWN OF CASTLE ROCK STREETS

Col orado Barri cade Co

4175 N CASTLETON COURT +
CASTLE ROCK, CO 80108

2295 SOUTH LI PAN ST
DENVER, CO 80223

Phone # . . . : 303-660-1020 Fax: 303-660-1025

303-922-7815 Fax: 303-922-5433

Contact . . . : MEGAN BEDNAR Bid Date: 12/08/21

Estimator: RODNEY SOWAL

PO # : RENEWAL 2022

Total Pri ce: \$416, 595. 50

16.00	627-00070 ADD: PREFORMED THERMO 90 MI L COMBO ARROWS. NO CONTRAST BORDERS.	15.00	EA	600.000	9,000.00
17.00	627-00070 ADD: PREFORMED THERMO 90 MI L TURN ARROWS. NO CONTRAST BORDERS.	20.00	EA	450.000	9,000.00
18.00	627-00070 ADD: PREFORMED THERMO 90 MI L THRU ARROWS. NO CONTRAST BORDERS.	20.00	EA	425.000	8,500.00
19.00	627-00070 ADD: PREFORMED THERMO 90 MI L SHARK TEETK (2' X 3'). NO CONTRAST BORDERS.	450.00	SF	20.000	9,000.00
				Total	===== \$416, 595. 50

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Print Name: _____

Col orado Barri cade Co

Customer

EXHIBIT D to Second Renewal Agreement

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2021

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C, No, Ext): 303-534-4567	FAX (A/C, No):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Executive Risk Indemnity Inc.		35181
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D:		
INSURER E:		
INSURER F:		

INSURED COLOBAR-02
 Barricade Holdings LLC dba: Colorado Barricade Company
 2295 S Lipan Street
 Denver CO 80223

COVERAGES

CERTIFICATE NUMBER: 1276541529

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.

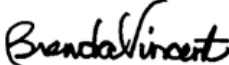
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BIPD DED:\$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			54310238	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			54310237	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			9365-2732	7/1/2021	7/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			54310239	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased & Rented Equipment			QT-630-4H598808-TIL-21	7/1/2021	7/1/2022	Limit Deductible \$100,000 SPC Form/RC \$1,000

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

Professional Liability Coverage: Policy #PCXB-5014873-0721
 Effective Dates: 07/01/21 - 07/01/22 Insurer: Berkley Assurance Co
 \$3,000,000 Aggregate; \$3,000,000 Each Occurrence; \$15,000 Deductible
 Retro Date: 03/18/2016

Pollution Liability Coverage: Policy #PCXB-5014873-0721
 Effective Dates: 07/01/21 - 07/01/22 Insurer: Berkley Assurance Co
 \$3,000,000 Aggregate; \$3,000,000 Each Occurrence; \$15,000 Deductible
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock 100 North Wilcox Street Castle Rock CO 80104-0000 USA	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Barricade Holdings LLC dba: Colorado Barricade Company 2295 S Lipan Street Denver CO 80223	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Pavement Marking Maintenance Services. Town of Castle Rock, its officers and employees are included as Additional Insureds on the General Liability, Automobile Liability, and Umbrella Liability Policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General Liability, Automobile Liability and Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability Policies subject to the policy terms and conditions.