

**FIRST AMENDMENT TO THE
TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

(Police Department Parking Lot Improvement Project – Parking Ramp ADA Improvements)

DATE: August 16, 2022.

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

53 CORPORATION, LLC, a limited liability corporation, 5655 Peterson Road, Sedalia, Colorado 80135 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Construction Contract (2021 Police Department Parking Lot Improvement Project), dated July 6, 2021, Change Order 1, and Change 2 (the “Construction Contract”) and attached as *Exhibit A*; and
- B. The Town and the Contractor seek to increase the project funds by \$186,532.00 for a total cumulative amount not to exceed \$1,153,245.33; and
- C. The Town and the Contractor seek to expand the scope of the project to include additional improvements on the north side of the Police Department Building, including ADA parking on 2nd Street, sidewalk improvements, and an ADA access ramp for the building; and
- D. The Town and Contractor wish to memorialize these changes in this First Amendment to the Construction Contract (“First Amendment to Construction Contract”).

TERMS:

Section 1. Amendment. The following section of the Construction Contract is amended to read as follows:

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **\$1,153,245.33** (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as Exhibit 1 to the Construction Contract and Exhibit B to the First Amendment to Construction Contract. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit



prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

Section 2. Amendment. The following section of the Construction Contract is amended to read as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Construction Contract and in *Exhibit B* to the First Amendment to the Construction Contract.

Section 3. Amendment. The following section of the Construction Contract is amended to read as follows:

COMPLETION OF WORK. The Contractor must begin work covered by the Construction Contract within three (3) calendar days from the date of the Notice to Proceed, and must complete work by December 31, 2022, according to the General Conditions.

Section 4. Certificate of Insurance. Contractor's Certification of Insurance for the 2022 year is attached as *Exhibit C*.

Section 5. Ratification. In all other respects, the Construction Contract shall remain in full force and effect.

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

Matt Gohl, Special Projects Manager

53 CORPORATION, LLC

By:

Chris Hoyt Chris Hoyt

Its:

Project Manager



EXHIBIT A to First Amendment to Construction Contract

CONSTRUCTION CONTRACT

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(2021 Police Department Parking Lot Improvement Project)**

THIS CONSTRUCTION CONTRACT ("Contract") between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **53 CORPORATION, LLC**, a limited liability corporation ("Contractor"), 5655 Peterson Road, Sedalia, Colorado 80135

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

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

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

LIST OF CONTRACT DOCUMENTS

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

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

Number	Date	Pages
1	6/9/2021	1
2	6/21/2021	3

6. Special Conditions of the Contract:
 - Conditional Letter of Map Revisions (CLOMR) regarding modifications to regulatory 100-year floodplain along Sellers Gulch.
7. The following Specifications:
 - CDOT Standard Specifications for Road and Bridge Construction
 - CDOT M&S Standards
 - Town of Castle Rock Public Works Regulations
 - Town of Castle Rock Details Plans List
 - Town of Castle Rock Construction methodology & Materials Manual
 - Town of Castle Rock Temporary Erosion and Sediment Control (TESC) Manual
 - Town of Castle Rock Standard Operations Procedures (SOP)

8. The following Drawings/Reports:

• Security Information	N/A	2 pages
• Public Improvement Construction Plans	2/4/2020	19 pages
• Temporary Erosion and Sediment Control Plan	4/1/2021	8 pages
• Temporary Erosion and Sediment Control Plan Report	4/1/2021	46 pages
• Phase III Drainage Report & Drawings	4/1/2021	56 pages
• Geotechnical Engineering Study	1/9/2020	20 pages
• Bid Alternate No. 1 Concrete Foreplays	6/7/2021	1 page

9. Notice of Award;

10. Invitation to Bid;

11. Information and Instructions to Bidders;

12. Notice of Substantial Completion;

13. Notice of Construction Completion;

14. Proposal Forms, including Bid Schedules;

15. Performance, and Labor and Material Payment Bonds;

16. Performance Guarantee; and

17. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$926,866.00 ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as Exhibit I. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within three (3) calendar days from the date of the Notice to Proceed, and must complete work within ninety (90) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1,000 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal

inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

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

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

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. Certificate of Insurance shall be submitted to the Town at the time of execution of this Contract.

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

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

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

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

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

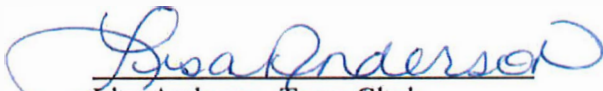
INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

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

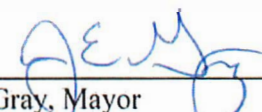
Executed this 6th day of July, 2021.

ATTEST:

TOWN OF CASTLE ROCK

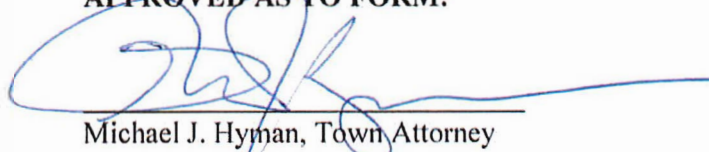


Lisa Anderson, Town Clerk

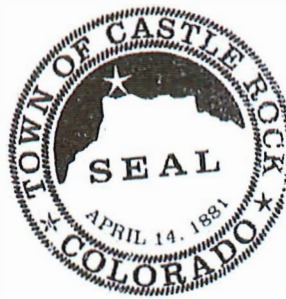


Jason Gray, Mayor

APPROVED AS TO FORM:



Michael J. Hyman, Town Attorney



CONTRACTOR:

53 Corporation, LLC

By: _____

Title: _____

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

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

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

Executed this 4 day of July, 2021.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

53 Corporation, LLC

By: _____

Title: _____

EXHIBIT 1

2021 POLICE DEPARTMENT PARKING LOT IMPROVEMENT PROJECT

BID SCHEDULE A (Addendum 2)

PARKING LOT IMPROVEMENT					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS	\$25,000.00	\$ 25,000.00
2	Surveying	1	LS	\$12,000.00	\$ 12,000.00
3	Clearing and Grubbing	1	LS	\$5,000.00	\$ 5,000.00
4	Water Control and Dewatering	1	LS	\$3,500.00	\$ 3,500.00
5	Traffic Control	1	LS	\$7,000.00	\$ 7,000.00
6	Relocate Ex. Shipping Container	1	LS	\$1,300.00	\$ 1,300.00
7	Remove & Salvage Ex. MSE Block Wall	980	SF	\$22.00	\$ 21,120.00
8	Remove & Salvage Ex. Chain Link Fence	315	LF	\$8.00	\$ 2,520.00
9	Remove Ex. Asphalt	133	SY	\$25.00	\$ 3,325.00
10	Remove Ex. Curb and Gutter	984	LF	\$7.00	\$ 6,888.00
11	Remove Ex. Outlet Structure	1	LS	\$1,000.00	\$ 1,000.00
12	Remove Ex. 18-Inch RCP from Outlet Structure	23	LF	\$35.00	\$ 805.00
13	Remove Ex. Sidewalk	57	SY	\$17.00	\$ 969.00
14	Remove Ex. Pavement Striping	1,120	LF	\$3.00	\$ 3,360.00
15	Remove Ex. Tree	2	EA	\$300.00	\$ 600.00
16	Earthwork: Excavation, Haul Off-Site and Disposal	8,200	CY	\$12.00	\$ 74,400.00
17	Soil Preparation and Fine Grading	0.80	AC	\$5,000.00	\$ 4,000.00
18	WQ: Grouted Boulder Rundown and Forebay (East)	1	LS	\$9,000.00	\$ 9,000.00
19	WQ: Grouted Boulder Rundown and Forebay (South)	1	LS	\$10,000.00	\$ 10,000.00
20	WQ: Filter Material	120	CY	\$92.00	\$ 11,040.00
21	WQ: Geotextile Fabric	210	SY	\$4.00	\$ 840.00
22	WQ: Underdrain Including Clean Outs	210	LF	\$35.00	\$ 7,350.00
23	WQ: Vinyl Sheet Pile	370	SF	\$35.00	\$ 12,950.00
24	WQ: Outlet Structure (Includes orifice plate)	1	LS	\$7,100.00	\$ 7,100.00
25	Storm Sewer: Plug Ex. Twin 3-Inch PVC Pipes at Inlet	1	LS	\$400.00	\$ 400.00
26	Storm Sewer: Emergency Overflow Type C Inlet	1	EA	\$4,800.00	\$ 4,800.00
27	Storm Sewer: Replace Combo Inlet Curb Hood (Second Street) includes demo	1	EA	\$3,100.00	\$ 3,100.00
28	Storm Sewer: 12-Inch PVC Drain Pipe	33	LF	\$50.00	\$ 1,650.00
29	Storm Sewer: 18-Inch Drain Basin (Nyloplast)	1	EA	\$2,500.00	\$ 2,500.00
30	Storm Sewer: 18-Inch Class III RCP	25	LF	\$200.00	\$ 5,000.00
31	Storm Sewer: 18-Inch Class IV RCP	15	LF	\$170.00	\$ 2,550.00
32	Storm Sewer: Backflow Preventer on 18-Inch Pipe	1	EA	\$2,500.00	\$ 2,500.00
33	Storm Sewer: Concrete Cutoff Wall	1	LS	\$600.00	\$ 600.00
34	Sanitary Sewer: Adjust Existing Clean Out	1	LS	\$500.00	\$ 500.00
35	Retaining Wall: MSE Block (Exposed wall face area. Item includes all wall elements)	790	SF	\$32.00	\$ 25,280.00
36	Asphalt Paving (4-Inch thick and 5-Inch thick sections)	400	TON	\$120.00	\$ 48,000.00
37	Aggregate Base Course (6-Inch thick)	313	CY	\$70.00	\$ 21,910.00
38	Emerg Drive, Maint Trail & Storage Area (12"thk Class 5 & Geogrid)	141	CY	\$73.00	\$ 10,293.00
39	Sidewalk	43	SY	\$113.00	\$ 4,859.00
40	Curb and Gutter - 6' curb & 1' pan	644	LF	\$40.00	\$ 25,760.00
41	Curb and Gutter - Roll over curb	252	LF	\$47.00	\$ 11,844.00
42	Curb Ramp	1	EA	\$1,950.00	\$ 1,950.00
43	Drain Pan: 4-ft Concrete	420	SF	\$12.00	\$ 5,040.00
44	Sign: Handicap Parking Sign	1	EA	\$270.00	\$ 270.00
45	Sign: Fire Lane Sign	22	EA	\$270.00	\$ 5,940.00
46	Sign: Water Quality Area Sign	2	EA	\$110.00	\$ 220.00
47	Sign: Remove and relocate HC parking sign	1	EA	\$280.00	\$ 280.00
48	Pavement Striping	2,152	LF	\$1.00	\$ 2,152.00
49	Temporary Erosion and Sediment Control	1	LS	\$17,000.00	\$ 17,000.00
50	Topsoll (Remove, Stockpile, Reuse)(6" thk)	380	CY	\$11.00	\$ 4,180.00
51	Landscaping: Native Seeding, Mulching and Soil Amendment	0.15	AC	\$8,500.00	\$ 1,275.00
52	Landscaping: 6" thk Rock Mulch Small including fabric	75	CY	\$135.00	\$ 10,125.00
53	Erosion Control Blanket (Straw/Coconut)	425	SY	\$6.00	\$ 2,550.00
54	Chain Link Fence with Top Rail (6-ft)(includes fence embeds in flood wall)	705	LF	\$65.00	\$ 45,825.00
55	Chain Link Fence Sliding Gate (20ft opening)	20	LF	\$200.00	\$ 4,000.00
56	Electrical Site Upgrades and Removals (refer to Electrical Plans and Notes)	1	LS	\$88,500.00	\$ 88,500.00
57	Materials Sampling and Testing	1	LS	\$10,000.00	\$ 10,000.00

58	Retaining Wall: MSE Block (Salvaged wall blocks. Item Includes all wall elements)	980	SF	\$28.00	\$ 28,880.00
59	Temporary Chainlink Fencing (around exterior perimeter)	725	LF	\$5.00	\$ 3,625.00
60	Minor Contract Revisions	1	LS	\$50,000.00	\$ 50,000.00

TOTAL BASE PROJECT COST (PARKING LOT IMPROVEMENT): \$ 660,425.00

TOTAL BASE PROJECT COST IN WORDS (PARKING LOT IMPROVEMENT): Six Hundred Sixty Thousand Four Hundred Twenty Five

Dollars and Zero Cents

FLOODWALL IMPROVEMENTS

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
101	Mobilization	1	LS	\$9,500.00	\$ 9,500.00
102	Surveying	1	LS	\$4,000.00	\$ 4,000.00
103	Water Control and Dewatering	1	LS	\$3,300.00	\$ 3,300.00
104	Earthwork	500	CY	\$9.00	\$ 4,500.00
105	Storm Sewer: 6" PVC SDR36 Pipe (Foundation/Roof drain)	33	LF	\$32.00	\$ 1,066.00
106	Retaining Wall: Floodwall (Structural concrete volume, includes all wall elements)	240	CY	\$990.00	\$ 237,600.00
107	Floodwall Stabilization (If req'd)(3"-4" Angular Rock x 18" thk under footing)	120	CY	\$80.00	\$ 9,600.00
108	Trail: Concrete Trail Replacement (If req'd) (10' wide x 6" thk)	111	SY	\$105.00	\$ 11,655.00

TOTAL BASE PROJECT COST (FLOODWALL IMPROVEMENTS): \$ 281,211.00

TOTAL BASE PROJECT COST IN WORDS (FLOODWALL IMPROVEMENTS): Two Hundred Eighty One Thousand Two Hundred

Eleven Dollars and Zero Cents.

GRAND TOTAL BASE PROJECT COST: \$941,836.00

GRAND TOTAL BASE PROJECT COST IN WORDS: Nine Hundred Forty One Thousand Six Hundred

Thirty Six Dollars and Zero Cents.

BID ALTERNATE 1: Concrete Rundowns and Forebays Instead of Grouted Boulders

Item Number	Description	Quantity	Unit	Unit Price	Totals
201	Mobilization	1	LS	\$ 2,500	\$ 2,500.00
202	WQ: Concrete Rundown and Forebay (East)	1	LS	\$ 5,100	\$ 5,100.00
203	WQ: Concrete Rundown and Forebay (South)	1	LS	\$ 5,100	\$ 5,100.00
204	Deduct: WQ: Grouted Boulder Rundown and Forebay (East)	1	LS	\$ (9,000)	\$ (9,000.00)
205	Deduct: WQ: Grouted Boulder Rundown and Forebay (South)	1	LS	\$ (10,000)	\$ (10,000.00)

TOTAL BID ALTERNATE 1 COST: \$ (6,300.00)

TOTAL BID ALTERNATE 1 COST IN WORDS: Negative Six Thousand Three Hundred Dollars and

Zero Cents.

BID ALTERNATE 2: Construct Entire Proposed MSE Wall with New Blocks Instead of Using Salvaged Block

Item Number	Description	Quantity	Unit	Unit Price	Totals
301	Remove Ex. MSE Block Wall	980	SF	\$11.00	\$ 10,880.00
302	Retaining Wall:MSE Block (Exposed wall face area.Item Includes all wall elements)	1,750	SF	\$31.00	\$ 54,250.00
303	Deduct: Remove & Salvage Ex. MSE Block Wall	980	SF	(\$22.00)	\$ (21,120.00)
304	Deduct: Retaining Wall:MSE Block (Exposed wall face area.Item Includes all wall elements)	790	SF	(\$32.00)	\$ (25,280.00)
305	Deduct: Retaining Wall: MSE Block (Salvaged wall blocks. Item includes all wall elements)	880	SF	(\$28.00)	\$ (26,880.00)

TOTAL BID ALTERNATE 2 COST: \$ (8,470.00)

TOTAL BID ALTERNATE 2 COST IN WORDS: Negative Eight Thousand Four Hundred Seventy

Dollars and Zero Cents.

BID ALTERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site

Item Number	Description	Quantity	Unit	Unit Price	Totals
401	Earthwork: Excavation, Haul Off-Site and Disposal to Town Stockpile Site	6,200	CY	\$14.30	\$ 88,860.00
402	Deduct: Earthwork: Excavation, Haul Off-Site and Disposal to Contractor's site	6,200	CY	(\$12.00)	\$ (74,400.00)

TOTAL BID ALTERNATE 3 COST: \$ 14,260.00

TOTAL BID ALTERNATE 3 COST IN WORDS: Fourteen Thousand Two Hundred Sixty Dollars

and Zero Cents.

RESOLUTION NO. 2021-067

A RESOLUTION APPROVING A CONSTRUCTION
CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND
53 CORPORATION, LLC FOR THE 2021 POLICE
DEPARTMENT PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the Town of Castle Rock (the "Town") solicited proposals for construction of a concrete retaining wall and expansion of parking lot for the 2021 Police Department Parking Lot Improvements Project (the "Project"); and

WHEREAS, the Project selection team has determined 53 Corporation, LLC, was best qualified to complete the construction services of the Project; and

WHEREAS, the Town and 53 Corporation, LLC, have agreed to the terms and conditions by which the Consultant will provide design services to the Town for Fifth Street Improvements Project.

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

Section 1. Approval. The Construction Contract between the Town of Castle Rock and 53 Corporation, LLC, in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the 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 Agreement, the Town Council authorizes the expenditure and payment from: (i) 2021 appropriation account no. 110-1530-415.70-10 in an amount not to exceed \$204,797.73, plus a Town-managed contingency in the amount of \$20,479.77, (ii) 2021 appropriation account no. 133-2175-421.70.10 in an amount not to exceed \$447,157.27, plus a Town-managed contingency in the amount of \$44,715.73, and (iii) 2021 appropriation account no. 212-4475-444.70-10 in an amount not to exceed \$274,911.00, plus a Town-managed contingency in the amount of \$27,491.10, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 0 against.

ATTEST:

TOWN OF CASTLE ROCK


Lisa Anderson, Town Clerk


Jason Gray, Mayor

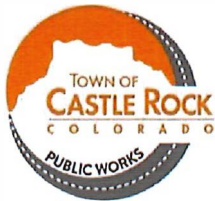
Approved as to form:

Approved as to content:


Michael J. Hyman, Town Attorney


Kristin Read, Assistant Town Manager





Police Department Parking Lot Improvements

Change Order #1

The purpose of this change order is to adjust the contract price of the Police Department Parking Lot Improvement Project by increasing the funds available in order to perform additional scope of work beyond original planned quantities. The addition of the added scope exceeded the contractor's bid price by \$20,263.33.

Additional paving was required to remedy drainage in the existing parking lot. The cost of this work is \$15,600.00. Acct # 133-2175-421.70-10

Additional landscape rock work was needed to match to existing wall structure. The cost of this work is \$4,663.33 Acct # 212-4475-444.70-10

Original contract price is \$926,866.00 with a contingency of \$92,686.60. This change order will increase the contract price by \$20,263.33 of contingency, to the new contract price of \$947,129.33.

This will leave a remaining contingency balance of \$72,423.27.

Thanks

Frank Castillo
Project Manager

CHANGE ORDER NO. 1Date 03/02/2022Project Police Dept. Parking Lot ImprovementsProject Number 2021-067P.O. Number 2250

Bid Number _____

Contractor 53 Corporation LLC

The following changes are made to the Contract:

Attach support documentation and **ORIGINAL CONSTRUCTION CONTRACT** to this Change Order. If paying on multiple accounts and/or project numbers, attach a memo detailing each number and related dollar amount.

Is this Change Order strictly a quantity adjustment? **YES** NO

The Original Contract Price was..... \$926,866.00

Net Change by Previous Change Orders..... \$0.00

Contract Price Before this Change Order..... \$926,866.00

CURRENT Change Order AMOUNT (note + or -) +\$20,263.33

THE NEW CONTRACT PRICE WILL BE..... \$947,129.33Original contract time: 90 daysNet time change by previous Change Order(s): 0 daysNet adjustment due to this Change Order: 0 daysCurrent contract time including this Change Order: 90 days**DATE FOR SUBSTANTIAL COMPLETION WILL BE:** December 31, 2021

The contractor hereby certifies that all work specified in this Change Order shall be performed according to the original contract requirements except as modified by Change Order(s).

TOWN DIVISION APPROVAL

By: Dan Sailer
64A30428A23046CTitle: Public Works DirectorDate: 3/7/2022 | 2:45 PM MST

TOWN DIVISION APPROVAL

By: Jack Cauley
47A10CAB18E44C6Title: Chief of PoliceDate: 3/8/2022 | 8:04 AM MST

TOWN ATTORNEY APPROVAL

By: Michael J. Hyman
F7347F32A6764D1Title: Town AttorneyDate: 3/8/2022 | 9:33 AM MST

CONTRACTOR

By: Stacy AbtIts: Corporate SecretaryDate: 3/4/22*Originals: Contractor; Purchasing and Contracts File*



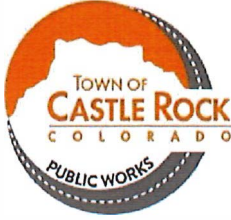
Agreement Approval with Purchase Order

Future Obligations (OMT): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Sole Source Approval Included (If Applicable)	<input checked="" type="checkbox"/> Change/Task Order # <u>1</u>
Vendor: 53 Corporation, LLC		Vendor #: 491	
Title: Police Department Parking Lot Improvements			
Department: Public Works			
Contract Amount: \$947,129.33		Contingency Amount:	Change Order Amount: \$20,263.33
Requisition Order #: na		Purchase Order #: 2250	
GL Account(s): 133-2175-421.70-10 - \$15,600.00 212-4475-444.70-10 - \$4,663.33		Project Code:	

Envelope Coordinator (Dept. Admin): <small>DocuSigned by: Monica Cannelloni</small>	Date: 3/4/2022 3:00 PM MST
Supervisor/Other Approvers: <small>DocuSigned by: Frank Castillo</small>	Date: 3/4/2022 3:01 PM MST DS Bk
Assistant Director: <small>DocuSigned by: Gina D. Hernandez</small> (If Applicable Per Department Procedure)	Date: 3/7/2022 2:03 PM MST
Director: <small>DocuSigned by: Dan Sadler</small>	Date: 3/7/2022 2:45 PM MST
Other Department Director: <small>DocuSigned by: Jack Cavley</small> (If Budget Impacts Another Department)	Date: 3/8/2022 8:04 AM MST
Records Manager: <small>DocuSigned by: Records Manager</small>	Date: 3/8/2022 9:19 AM MST
Legal:	
Assistant Town Attorney: <small>DocuSigned by: Jimmy Nelson</small>	Date: 3/8/2022 9:26 AM MST
Town Attorney: <small>DocuSigned by: Michael J. Hyman</small>	Date: 3/8/2022 9:33 AM MST
Chief Technology Officer: (For All Technology Agreements)	Date:
Finance:	
<input checked="" type="checkbox"/> Budget & GL Account Approved	
<input type="checkbox"/> GL Account Correction: <u>N/A</u>	
<input type="checkbox"/> Project Code Correction: <u>N/A</u>	
Analyst: <small>DocuSigned by: Alexander Thiel</small>	Date: 3/8/2022 12:59 PM MST
Finance Director: <small>DocuSigned by: Trish Muller</small>	Date: 3/8/2022 5:47 PM MST
Town Manager (> \$25k): <small>DocuSigned by: David L. Corliss</small>	Date: 3/8/2022 8:35 PM MST
Town Clerk:	Date:



Accounts Payable: <small>DocuSigned by:</small> <i>Accounts Payable</i> <small>20CC877AE1214AD</small>	Date: 3/14/2022 9:23 AM MDT
Accounting Manager: <small>DocuSigned by:</small> <i>Michelle Schmitt</i> <small>0B985AD1017741A</small>	Date: 3/11/2022 8:14 AM MST
Records Manager (Final Approved Copy):	
NOTES:	



Police Department Parking Lot Improvements

Change Order #2

The purpose of change order #2, is to adjust the contract price of the Police Department Parking Lot Improvement Project by increasing the funds available in order to perform additional scope of work beyond original planned quantities. The addition of the added scope exceeded the contractor's bid price by \$19,584.00.

Electrical upgrades and removals and the addition of Fire signs and ADA parking within the parking lot was necessary to complete the required scope. The cost of this work is \$9,459.07. 133-2175-421-70-10
Additional grouted boulder rundowns and filter material was completed in both east and south fore bays. The cost of this work is \$4,308.48. 212-4475-444-70-10

Water quality for the concrete work in the east and south fore bays were completed. The cost of this work is \$5,816.45. 212-4475-444-70-10

Original contract price is \$926,866.00 with a contingency of \$92,686.60.

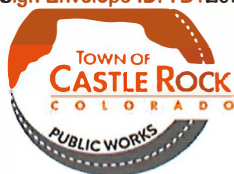
Change Order #1 increased the contract price to \$947,129.33

Change Order #2 will increase the adjusted contract price by \$19,584.00 of contingency, to the new contract price of \$966,713.33.

This will leave a remaining contingency balance of \$52,839.27.

Thanks

Frank Castillo
Project Manager

CHANGE ORDER NO. 2Date 03/15/2022Project Police Dept. Parking Lot ImprovementsProject Number 2021-067P.O. Number 2250

Bid Number _____

Contractor 53 Corporation LLC

The following changes are made to the Contract:

Attach support documentation and **ORIGINAL CONSTRUCTION CONTRACT** to this Change Order. If paying on multiple accounts and/or project numbers, attach a memo detailing each number and related dollar amount.

Is this Change Order strictly a quantity adjustment? **YES** NO

The Original Contract Price was..... \$926,866.00

Net Change by Previous Change Orders..... \$20,263.33.

Contract Price Before this Change Order..... \$947,129.33

CURRENT Change Order AMOUNT (note + or -) +\$19,584.00

THE NEW CONTRACT PRICE WILL BE..... \$966,713.33Original contract time: 90 daysNet time change by previous Change Order(s): 0 daysNet adjustment due to this Change Order: 0 daysCurrent contract time including this Change Order: 90 days**DATE FOR SUBSTANTIAL COMPLETION WILL BE:** December 31, 2021

The contractor hereby certifies that all work specified in this Change Order shall be performed according to the original contract requirements except as modified by Change Order(s).

TOWN DIVISION APPROVAL

By: Dan Sailer
64A3B428A73946CTitle: Public Works DirectorDate: 3/22/2022 | 4:03 PM MDT

TOWN DIVISION APPROVAL

By: Jack Cauley
47A70CA01E844C5Title: Chief of PoliceDate: 3/22/2022 | 4:32 PM MDT

TOWN ATTORNEY APPROVAL

By: Michael J. Hyman
F7347F32AB781D1Title: Town AttorneyDate: 3/23/2022 | 3:15 PM MDT

CONTRACTOR

By: Stacy AylIts: Corporate SecretaryDate: 3/14/22*Originals: Contractor; Purchasing and Contracts File*



Agreement Approval with Purchase Order

Future Obligations (OMT): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Sole Source Approval Included (If Applicable)	<input checked="" type="checkbox"/> Change/Task Order # <u>2</u>
Vendor: 53 Corporation, LLC			Vendor #: 491
Title: Police Department Parking Lot Improvements			
Department: Public Works			
Contract Amount: \$966,713.33		Contingency Amount:	Change Order Amount: \$19584.00
Requisition Order #: N/A		Purchase Order #: 2250	
GL Account(s): 133-2175-421.70-10 - \$9,459.07 212-4475-444.70-10 - \$10,124.93		Project Code:	

Envelope Coordinator (Dept. Admin):	Date: 3/18/2022 8:20 AM MDT
Supervisor/Other Approvers:	Date: 3/18/2022 1:38 PM MDT
Assistant Director: (If Applicable Per Department Procedure)	Date: 3/17/2022 9:07 AM MDT
Director:	Date: 3/22/2022 4:03 PM MDT
Other Department Director: (If Budget Impacts Another Department)	Date: 3/22/2022 4:32 PM MDT
Records Manager:	Date: 3/23/2022 7:12 AM MDT
Legal:	
Assistant Town Attorney:	Date: 3/23/2022 11:20 AM MDT
Town Attorney:	Date: 3/23/2022 3:15 PM MDT
Chief Technology Officer: (For All Technology Agreements)	Date:
Finance:	
<input checked="" type="checkbox"/> Budget & GL Account Approved	
<input type="checkbox"/> GL Account Correction: <u>N/A</u>	
<input type="checkbox"/> Project Code Correction: <u>N/A</u>	
Analyst:	Date: 3/23/2022 4:34 PM MDT
Finance Director:	Date: 3/24/2022 8:38 AM MDT
Town Manager (> \$25k):	Date: 3/24/2022 8:43 AM MDT
Town Clerk:	Date:



Accounts Payable: <small>DocuSigned by: Accounts Payable 3306A77AE1574AD...</small>	Date: 3/24/2022 4:58 PM MDT
Accounting Manager: <small>DocuSigned by: Michelle Schuster CE909AC1011741A...</small>	Date: 3/24/2022 10:38 AM MDT
Records Manager (Final Approved Copy):	
NOTES:	



EXHIBIT B to First Amendment to Construction Contract

2ND STREET PROPOSAL/SCOPE OF WORK AND DIAGRAM

EXHIBIT B

Proposal

53 CORPORATION LLC

Job Code: 21081 Police Department 2nd St

Description: Police Department 2nd St

Line No.	Pay Item No.	Description Subtotal Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
1	1	Mobilization		1.00	LS	22,000.00	22,000.00
2	2	Surveying		1.00	LS	5,000.00	5,000.00
3	3	Clearing and Grubbing		1.00	LS	2,500.00	2,500.00
4	4	Traffic Control		1.00	LS	6,000.00	6,000.00
5	5	Materials Sampling and Testing		1.00	LS	8,500.00	8,500.00
6	6	Remove/Reset Chain Link Fence		30.00	LF	70.00	2,100.00
7	7	Remove Ex. Asphalt		272.00	SY	15.00	4,080.00
8	8	Remove Ex. Curb and Gutter		145.00	LF	16.00	2,320.00
9	9	Remove Ex. Drainage Inlet		1.00	LS	1,200.00	1,200.00
10	10	Remove Ex. 15" RCP		14.00	LF	40.00	560.00
11	11	Remove Ex. Sidewalk		108.00	SY	13.00	1,404.00
12	12	Remove Ex. Railing		22.00	LF	8.00	176.00
13	13	Earthwork: Fine Grading, Haul Off		208.00	CY	25.00	5,200.00
14	14	Storm Sewer: Single Combination Inlet		1.00	EA	6,500.00	6,500.00
15	15	Storm Sewer: 15" CI III RCP		5.00	LF	300.00	1,500.00
16	16	Storm Sewer: Concrete Collar Connection		1.00	LS	1,500.00	1,500.00
17	17	Asphalt Paving (8")		88.00	TN	235.00	20,680.00
18	18	Asphalt Patching (8")		23.00	TN	265.00	6,095.00
19	19	Aggregate Base Course (12")		145.00	CY	125.00	18,125.00
20	20	Geogrid		433.00	SY	5.00	2,165.00
21	21	Sidewalk		72.00	SY	100.00	7,200.00
22	22	Railing		18.00	LF	175.00	3,150.00
23	23	Curb and Gutter - 6" Curb & 1' Pan		160.00	LF	26.00	4,160.00
24	24	Curb Ramp (at ADA Parking Space)		1.00	EA	6,300.00	6,300.00
25	25	Wheel Stop for Parking Spaces		4.00	EA	265.00	1,060.00
26	26	Drain Pan: 3' Concrete		36.00	SY	110.00	3,960.00
27	27	Sign: Handicap Parking Sign		1.00	EA	400.00	400.00
28	28	Sign: Remove and Reset HC Parking		2.00	EA	350.00	700.00
29	29	Epoxy Pavment Marking		386.00	LF	7.00	2,702.00
30	30	Thermoplastic Pavement Marking		48.00	SF	60.00	2,880.00
31	31	Temporary Erosion and Sediment Control		1.00	LS	7,500.00	7,500.00
32	32	Topsoil (Remove, Stockpile, Reuse 6")		20.00	CY	40.00	800.00
33	33	Landscaping: Native Seeding, Mulching, Soil Amendment		0.05	Acre	7,000.00	350.00

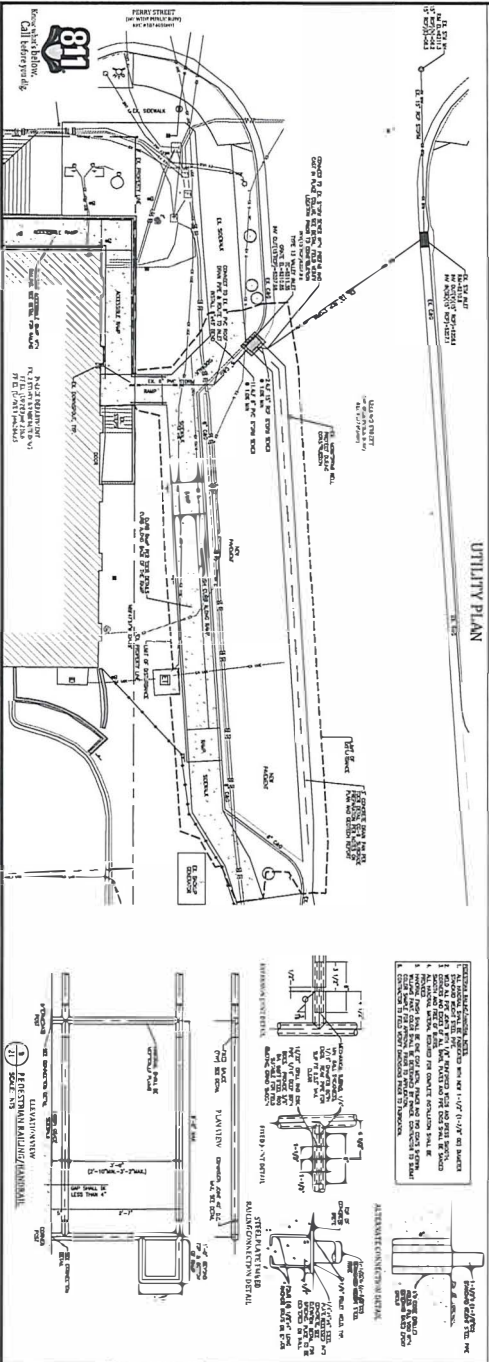
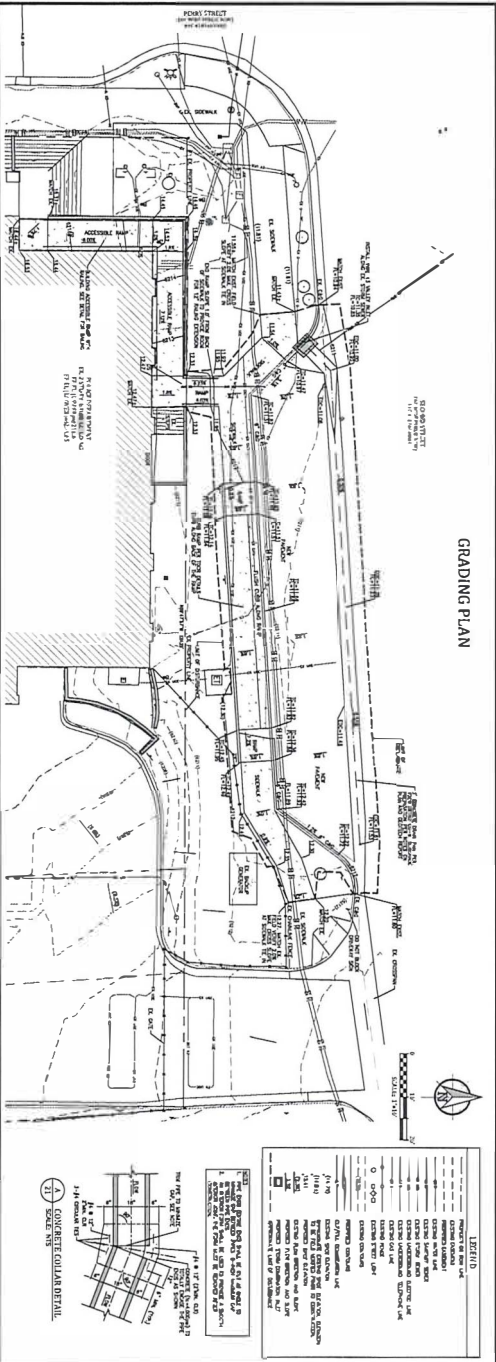
Proposal						
Line No.	Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
34	34	Temporary Chainlink Fencing	300.00	LF	6.00	1,800.00
35	35	Remove Ex. Sidewalk (building ramp)	52.00	SY	45.00	2,340.00
36	36	Remove Ex. Railing (building ramp)	125.00	LF	7.00	875.00
37	37	Sidewalk (building ramp)	52.00	SY	125.00	6,500.00
38	38	Railing (building ramp)	125.00	LF	130.00	16,250.00
Subtotal:						186,532.00
Running Total:						186,532.00
GRAND TOTAL:						186,532.00

Proposal Certification

[illegible]

20

Kiowa
Engineering Corporation
7175 West Jefferson Avenue, Suite 2200
Lakewood, Colorado 80235
(303) 692-0369



CASTLE ROCK POLICE DEPARTMENT
PARKING AND SIDEWALK IMPROVEMENTS
GRADING & UTILITY PLAN
TOWN OF CASTLE ROCK, COLORADO

Kiowa
Engineering Corporation
7175 West Jefferson Avenue, Suite 2200
Lakewood, Colorado 80235
(303) 692-0369



EXHIBIT C to First Amendment to Construction Contract

CERTIFICATE OF INSURANCE



53CORPO-02

SARAHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

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 Mountain West Insurance - Englewood 3575 S Sherman Street Englewood, CO 80113	CONTACT NAME: Sarah Forsberg Tripp		
	PHONE (A/C, No, Ext): (303) 590-9585	FAX (A/C, No): (303) 762-1733	
	E-MAIL ADDRESS: sarahf@mtnwst.com		
INSURED 53 Corporation LLC 5655 Peterson Road Sedalia, CO 80135	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Employer's Mutual Casualty Company		21415
	INSURER B: Pinnacol Assurance		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	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 <input checked="" type="checkbox"/> Per Project Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		2X10684	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		2X10684	8/26/2021	8/26/2022	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 checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2X10684	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3112180	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			2X10684	8/26/2021	8/26/2022	Limit \$ 500,000

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

Project: 2021 Police Department Parking Lot Improvement Project

Town of Castle Rock, officers and employees and others as required by written contract are named as additional insured with respect to general liability for ongoing and completed operations per form CG7174.3 10/13 and auto liability per CA7270 11/17.

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock
100 N Wilcox St
Castle Rock, CO 80104

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

Sarah Forsberg Tripp

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED

Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 2. Any organization you acquire or form will not be considered an "insured" if:
 - a. The organization is a partnership or a joint venture; or

- b. That organization is covered under other similar insurance.

3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

1. The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto".

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

R. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.