

**AN AGREEMENT BY AND BETWEEN THE TOWN OF CASTLE ROCK
AND RIK SARGENT FOR COMMISSION OF PUBLIC ART**

DATE: January 10, 2003

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

RIK SARGENT (Contractor), 5995 So. Race Street, Littleton, Colorado
81132.

RECITALS:

A. The Town is implementing a public art program by allocating certain funds for the establishment of art work in public places and authorizing the making of payments for the design, execution, fabrication, transportation and installation of works of art and the support of an artist selection process.

B. Town funds have been allocated for the selection, purchase and placement of artwork.

C. Contractor was selected by the Town Public Art Commission to design, execute, fabricate and install three concrete sculptured totems in a plaza area, along with various concrete reliefs covering approximately 150 lineal feet of walls, generally as depicted on Exhibit A (Work) in the skate park located at Metzler Community Park (Site), as more particularly described in the attached Exhibit A.

D. Both parties wish to promote and maintain the integrity and clarity of the Contractor's ideas and statement as represented by the Work.

COVENANTS:

NOW, THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

Section 1. Contractor shall perform all services and furnish all supplies, material and equipment necessary for the design, execution, fabrication, transportation and installation of the Work at the Site.

Section 2. Contractor shall determine the artist expression, scope, design, color, size, material, texture, of the Work subject to review and acceptance by the Town as set forth in this Agreement.

Section 3. Contractor agrees to the proposed schedule for completion of fabrication and installation of the Work, including a schedule for this submission of progress reports, which is attached hereto as *Exhibit A*. The Town acknowledges that contingencies may occur which will necessitate a delay in the final installation of the artwork. The parties may extend the time for installation up to an additional 30 days.

Section 4. Town shall have the right to review the Work at reasonable times during the fabrication thereof. Contractor shall submit to Town progress reports in accordance with the schedule provided for in *Exhibit A*.

Section 5. Contractor shall complete the fabrication and installation of the work in substantial conformity with the proposal.

Section 6. Contractor shall present the Town in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the proposal. A significant change is any change in scope, design, color, size, material, texture or location on the Site of the work which affects installation, scheduling, Site preparation or maintenance of the Work or the concept of the Work as represented in the proposal.

Section 7. Contractor shall deliver and install the completed Work at the Site in compliance with the schedule attached hereto as *Exhibit A*.

Section 8 Town shall be responsible for all expenses, labor and equipment to prepare the site for the timely installation of the Work, including landscaping, footings, plumbing, public access, public security and area and spot lighting of the Work.

Section 9. Within 30 days after the installation of the Work, Contractor shall furnish the Town with the following photographs of the Work as installed:

- A. Two sets of three 35mm color slides of the completed work, one taken from each of the three different view points; and
- B. Two sets of three different 8" x 10" glossy black and white prints of the Work and negatives; and
- C. A digital CD with images of the completed Work.

Section 10. Contractor shall be available at such time or times as may be agreed between the Town and Contractor to attend any inauguration or presentation ceremonies relating to the transfer of the Work to the Town.

Section 11. Upon installation of the Work, Contractor shall provide to the Town written instructions for the appropriate maintenance and preservation of the Work.

Section 12. Contractor shall advise Town in writing when all services required prior to those described above have been completed in substantial conformity with the proposal.

Section 13. Town shall notify Contractor of its final acceptance of the Work.

Section 14. Final acceptance shall be effective as of the earlier to occur of (a) the date the Town's notification of final acceptance; or (b) the 30th day after the Contractor has sent the written notice to the Town required under section 13, unless the Town upon receiving receipt of such notice and prior to the expiration of the 30 day period, gives the Contractor written notice specifying and describing the services which have not been completed.

Section 15. Risk of Loss. The risk of loss or damage to the Work shall be born by the Contractor until final acceptance, and the Contractor shall take such measures as are necessary to protect the Work from loss or damage until final acceptance; except that the risk of loss or damage shall be born by the Town prior to acceptance during such period of time as the partially or wholly completed Work is in custody, control or supervision of the Town or its agents for the purposes of transporting, storing, installing, or performing any other ancillary services to the Work.

Section 16. Title. Title to the Work shall pass to the Town upon final acceptance.

Section 17. - Ownership of Documents, Models. Upon final acceptance, all studies, drawings, designs and models prepared and submitted under this Agreement shall be the property of the Contractor. However, the Town reserves the right to have copies of all drawings, plans and photographs, as well as access to the model for education, public relations and exhibition.

Section 18. Compensation. Contractor shall be paid the amount of \$20,000 for the above-reference Work. Payment shall be made in three (3) installments, as follows:

- A. \$5,000 upon execution of this Agreement;
- B. \$10,000 upon completion of installation by Contractor; and
- C. \$5,000 upon final acceptance of Work by Town.

In addition, the Town agrees to pay Contractor for additional concrete relief on walls approved in advance by the Town, and as referenced in the attached Exhibits, at the rate of \$22 per lineal foot of wall.

Section 19. Warranties. The Contractor represents and warrants that: (a) the Work is solely the result of the artist efforts of the Contractor; (b) except as otherwise

disclosed in writing to the Town, the Work is unique and original and does not infringe upon any copyright; (c) the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatsoever.

Contractor represents and warrants, except as otherwise disclosed to the Town in writing in connection with submission with the proposal that: (a) the execution and fabrication of the Work will be performed in a workmanlike manner; (b) the Work as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" for quality which cause or accelerate the deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Contractor to the Town hereunder.

The warranties described in this section shall survive for a period of one year after the final acceptance of the Work. Town shall give notice to the Contractor of any observed breach with reasonable promptness. Contractor shall, at the request of the Town, and at no cost to the Town, cure reasonably and promptly the breach of any such warranty which is curable by the Contractor and which cure is consistent with professional conservation standards (including, i.e., cure by means of repair or refabrication of the Work).

Section 20. Insurance. Contractor shall at its own expense keep in full force and effect during the term of this Agreement insurance in the following minimum amounts:

Contractor agrees to secure, at its own expense, a policy or policies of insurance sufficient to insure against the liability assumed by Contractor pursuant to the provisions of this paragraph. Contractor shall provide Town with a certification, by a properly qualified representative of the insurer, that any policy purchased pursuant to this Agreement complies with the conditions required by this Agreement.

Contractor shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability. The required policy shall meet the following conditions:

A. The policy limits shall be as follows:

1. The limit for an injury to one person in any single occurrence shall be not less than \$150,000 and the limit for an injury to two or more persons in any single occurrence shall be not less than \$600,000. Costs of defense shall not be included within such limits. However, if costs of defense are included, the minimum limits shall be \$250,000 for injury to one person in any single occurrence

and \$800,000 for injuries to two or more persons in any single occurrence.

2. The aggregate limit on amounts payable pursuant to the policy shall be a minimum of \$2,000,000.00.
-
- B. The policy shall include Town as an additional insured. The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Town.
 - C. The insurer shall give Town notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give Town at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.
 - D. Contractor shall be responsible for any deductible losses under the policy.
 - E. If the policy is a claims made policy, the policy shall provide Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, and extend a reporting period of not less than two years. Contractor agrees to purchase such an extended reporting period should the policy be canceled or terminated.
 - F. If the policy is a claims made policy, the policy shall give Town the right to purchase the extended reporting period described above in subparagraph e if Contractor fails to purchase such an extended reporting period as required by this Agreement. Town's exercise of such right shall not relieve Contractor of any liability for its failure to purchase such an extended reporting period as required by this Agreement.
 - G. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.
 - H. If Contractor purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

Triplicate copies of the policies or certificates of insurance acceptable to Town shall be filed with Town within seven calendar days after the Agreement is signed by the parties

hereto. The policies or certificates shall be issued by Contractor and name as the insured Contractor and any of its designated employees or agents.

Section 21. Reproduction Rights. The Contractor retains all rights under the Copyright Act of 1976 (17 U.S.C. §§101, et seq.) and all other rights in and into the Work except ownership and possession, except as such rights are limited by this section. In view of the intention that the Work in its final dimension shall be unique, Contractor shall not make any additional exact duplicate, three-dimensional reproductions of the final Work nor shall Contractor grant permission to others to do so except with the written permission of the Town. Contractor grants to the Town and its assigns an irrevocable license to make two dimensional reproductions of the Work for commercial purposes, including, but not limited to reproductions used in advertising, brochures, media publicity, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

Section 22. Copyright Notice. All reproductions by the Town shall contain a credit to the Artist and a copyright notice substantially in the following form ©Rik Sargent, dated publication.

Section 23. Credit to Town. The Contractor shall use its best efforts to give a credit reading substantially, "an original Work owned and commissioned by the Town of Castle Rock" on any public showing under the Contractor's control of reproductions of the Work.

Section 24. Identification. Town shall, at its expense, prepare and install at the Site, pursuant to the written instruction and subsequent approval of the Contractor, a plaque identifying the Contractor, the title of the Work and the year of completion, and shall reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements.

Section 25. Maintenance. The Town recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. Town shall reasonably insure that the Work is properly maintained and protected, taking into account the instructions of the Contractor in accordance with Section 11, above, and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements.

Section 26. Repairs and Restoration. Town shall have the right to determine, after consultation with a professional conservator, when and if repairs and restoration of the Work will be made. The Town shall have the right to make such repair or restoration. All repairs and restorations shall be made in accordance with recognized principals of conservation.

Section 27. Assignment. This Agreement shall not be assigned by Contractor without the prior written consent of Town.

Section 28. Notices. 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 above, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

Section 29. Exhibits. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

Section 30. Force Majeure. 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 31. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 32. 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 33. 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. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

Section 34. Waiver. A waiver by any part 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 35. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 36. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 37. 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 water and 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, in connection with or arising out of any omission or act of commission by 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 thereof to Contractor.

Section 38. Subcontractor. Contractor shall not subcontract any task it is to perform under the terms of this Agreement without the prior written consent of Town.

Section 39. Worker's Compensation. Contractor shall at its own expense keep in full force and effect during the term of this Agreement, Statutory Worker's Compensation insurance.

Section 40. 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.

CONTRACTOR:

Rik Sargent Wm. Frederick Sargent
Rik Sargent

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 21 day of January, 2003 by Rik Sargent.

Witness my official hand and seal.

My commission expires: 8-19-2006.



Sarah Spradlin
Notary Public

TOWN OF CASTLE ROCK
My Commission Expires 08/19/2006

Mark Stevens
Mark Stevens, Town Manager

Approved as to form:

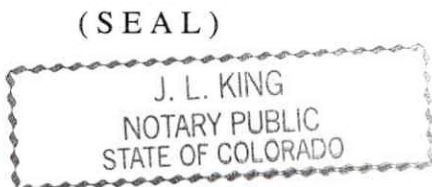
Robert J. Slentz
Robert J. Slentz, Town Attorney

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 22nd day of January, 2003 by Mark Stevens as Town Manager for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: 9-21-03.



J. L. King
Notary Public

Exhibit A

Totems:

Three concrete totems to be approximately 5 - 7 feet in height, as shown in the attached Exhibit A1, to be placed in raised bed, as directed by the Town, as depicted on the site plan, attached as Exhibit A3. Contractor shall provide armature of rebar and steel cables; Town shall use construction contractor to pour the form and foundation under Contractor's supervision. Contractor shall then put on all finish and detail on totems.

Concrete Relief:

Contractor shall prepare concrete forms for concrete relief in landscaping wall in the forms and shapes generally depicted on Exhibit A2 covering approximately 150 lineal feet; such reliefs shall be placed on seating wall A, as depicted on Exhibit A3. Upon mutual agreement by the Town and Contractor, Contractor shall provide any additional concrete relief for seating wall B, and walls 2, 3, 5, 6, 7, 8, 9, 10, and 11 at the cost of \$22 per lineal foot of wall.

Schedule:

Contractor shall work with Town's construction contractors in timing work to be performed and shall not cause any delays in the construction by the construction contractors of the skate park. Contractor shall complete all services no later than June 27, 2003, unless mutually changed by the parties in writing. Contractor shall submit monthly progress reports to the Town to advise of the progress of the work to the attention of Deanne Durfee, at 100 N. Wilcox Street, Castle Rock, Colorado 80104 by the 15th of each month.

EXHIBIT A

CONCRETE RELIEF

Sitting Wall B	150 feet
Wall 2	20 feet
Wall 3	20 feet
Wall 5	35 feet
Wall 6	20 feet
Wall 7	20 feet
Wall 8	25 feet
Wall 9	25 feet
Wall 10	16 feet
Wall 11	20 feet

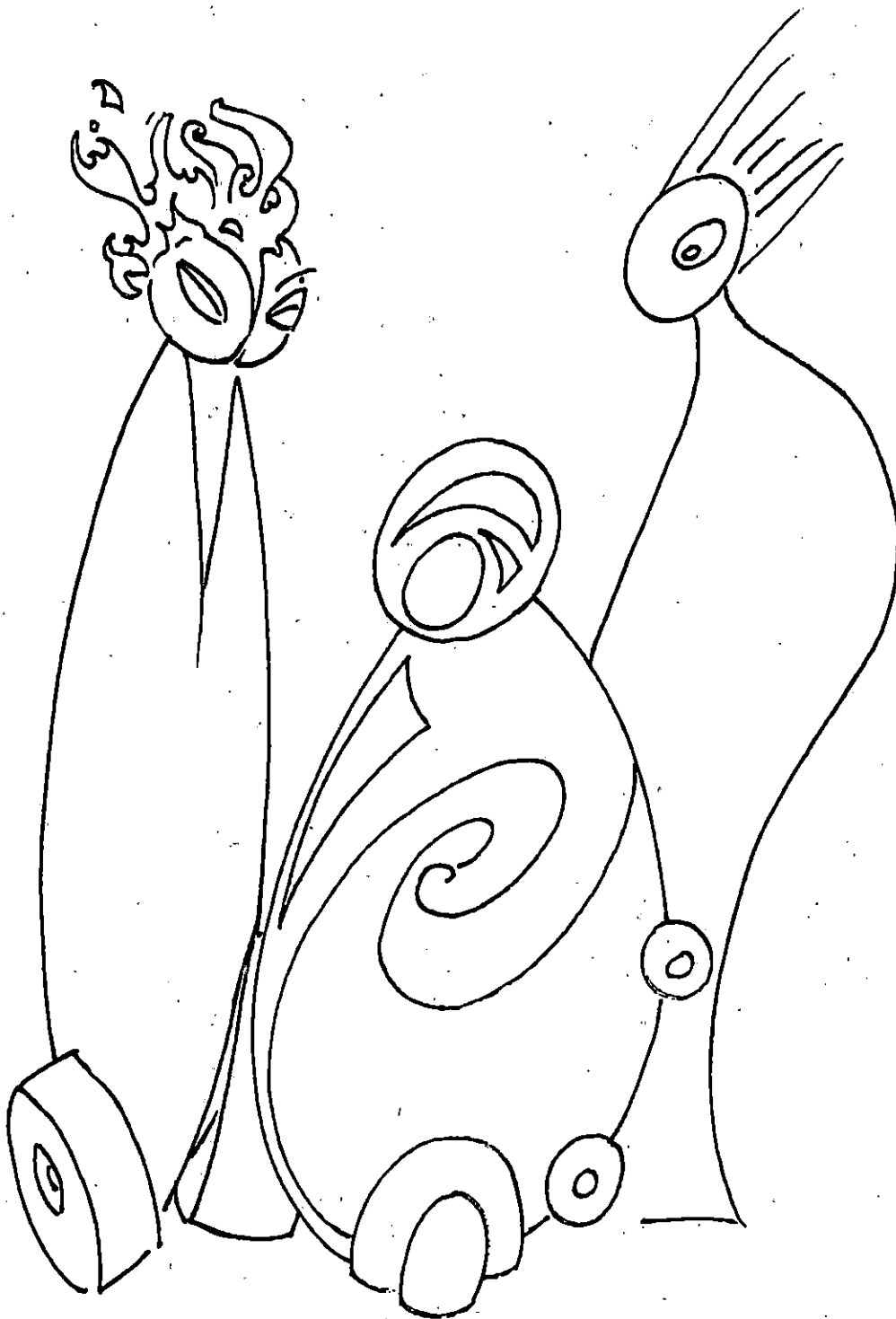
Total additional footage 351 feet

$$\$22.00 \times 351 = \$7,722.00$$

The cost of additional wall graphics will be no less than \$7,722.00 to be paid when artist completes the walls.

 Jan 21/03.

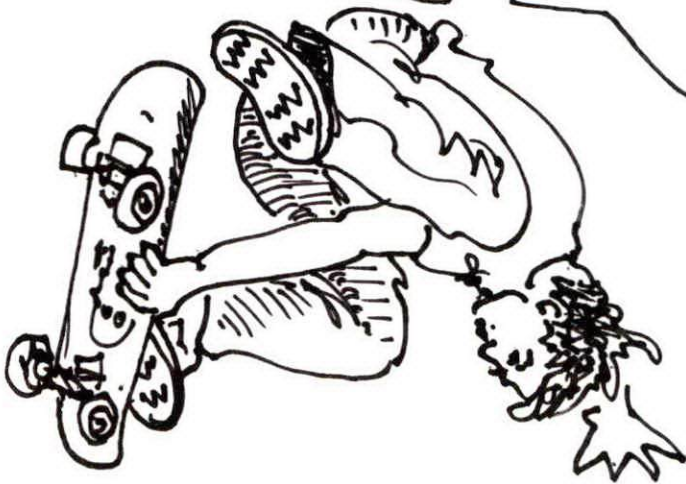
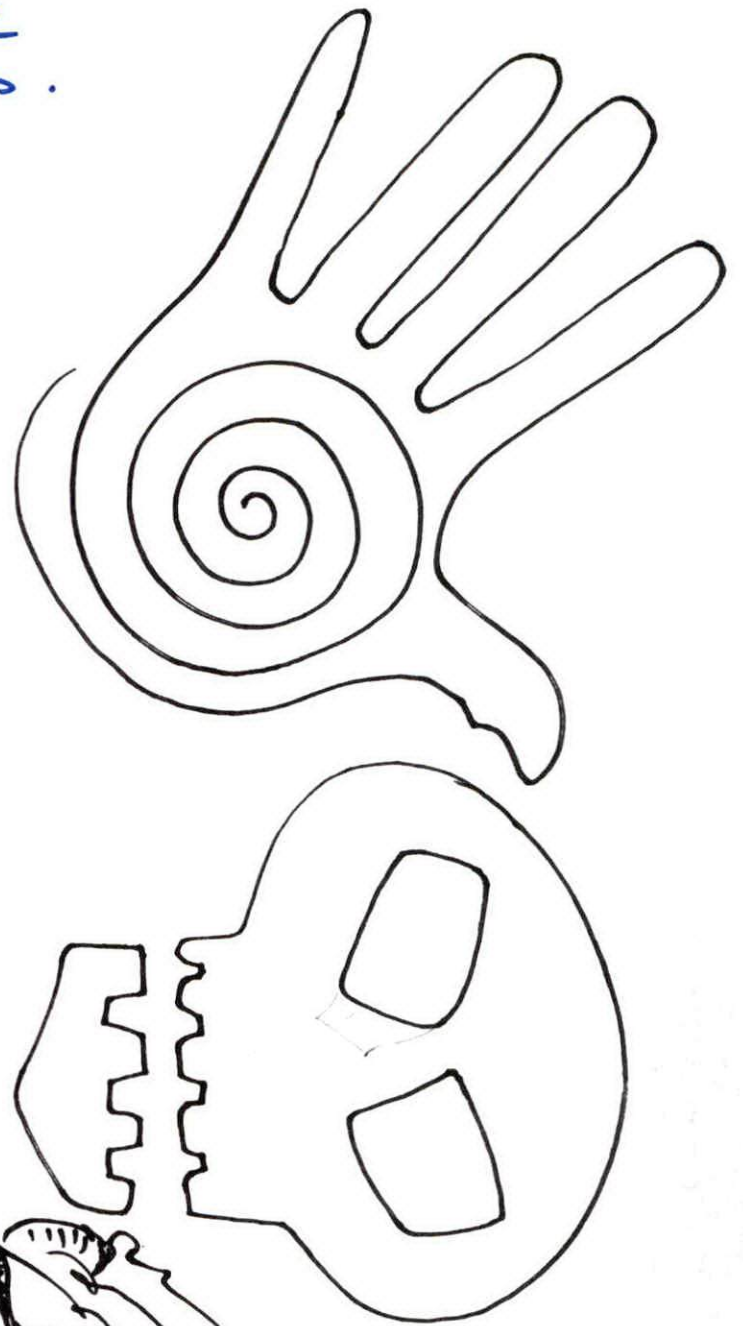
EXHIBIT A-1



Agent Conceptual
Drawing.

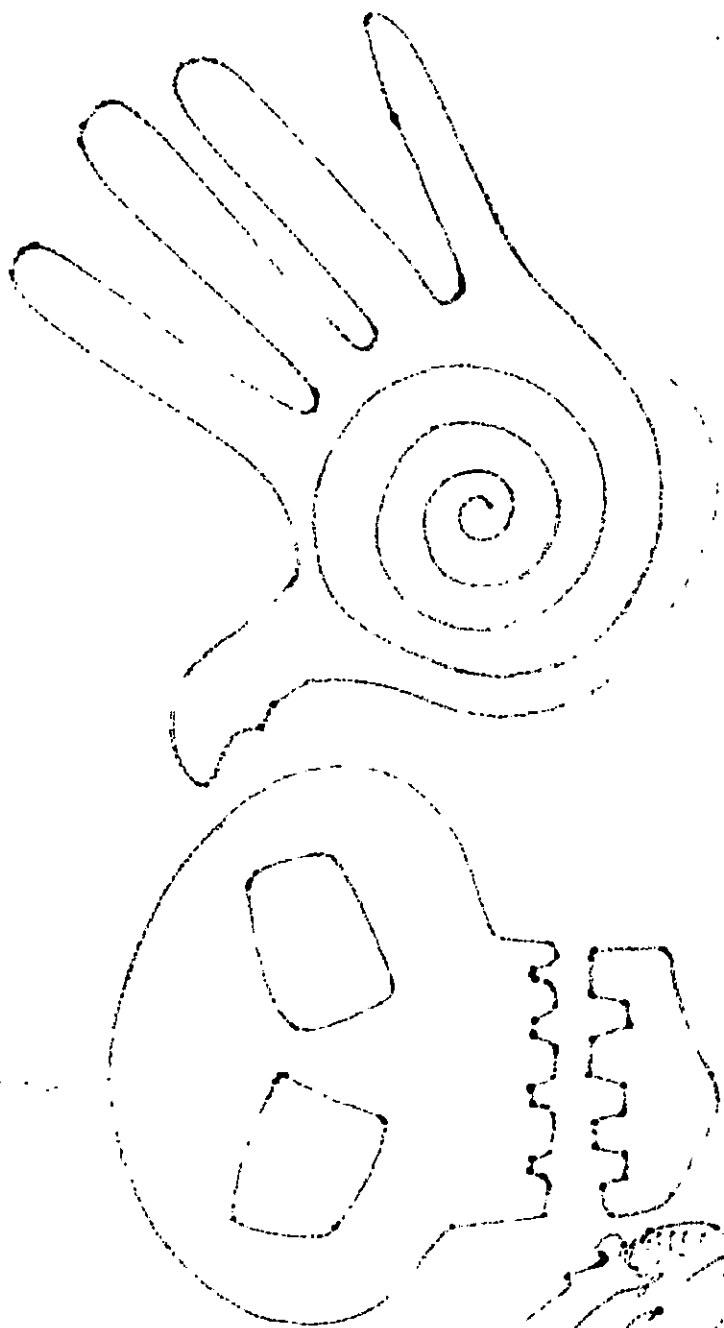
Skate Park, Castle Rock.

Exhibit A-2
Wall Graphics.



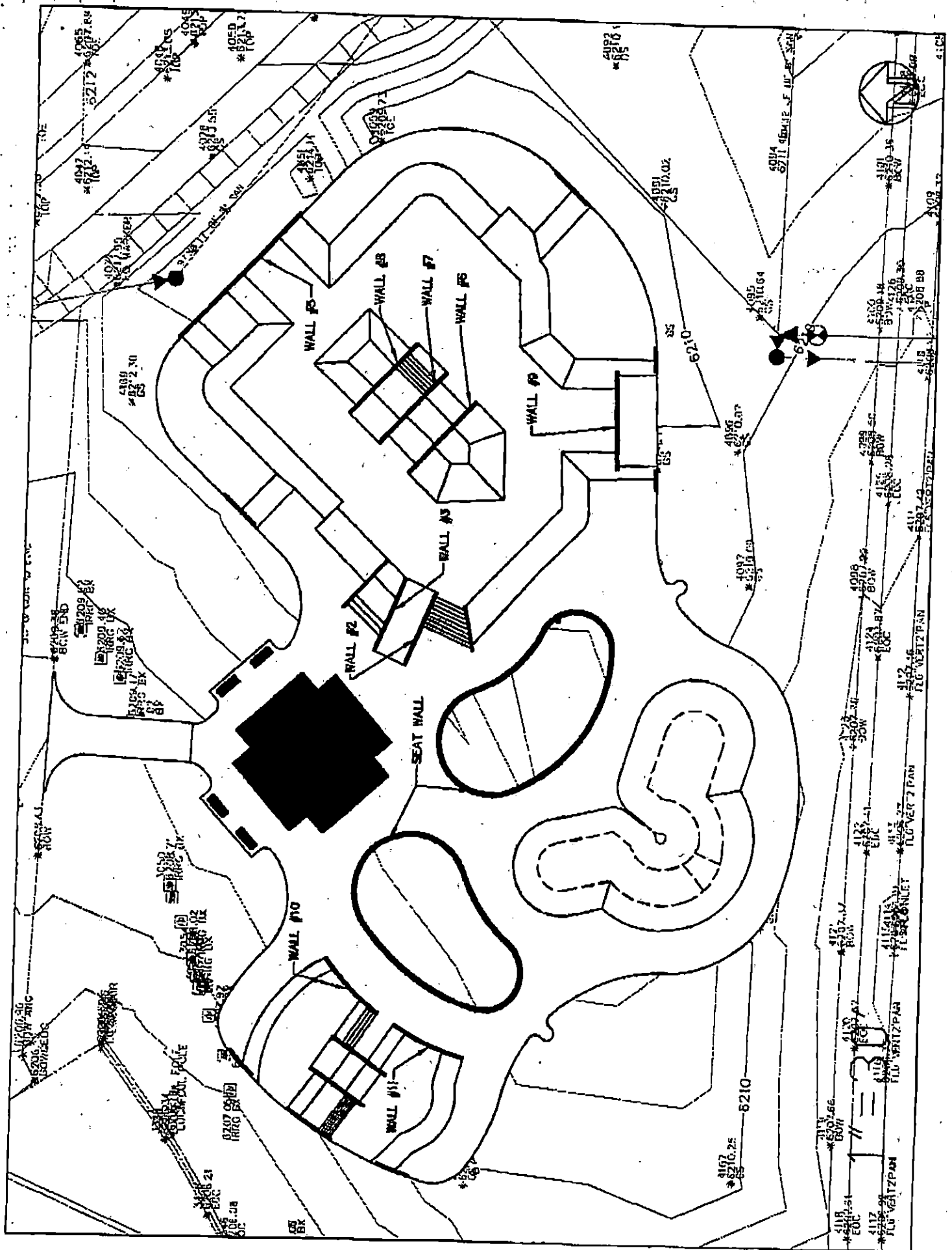
Sketch 1

Sketch II - proposal II



11-10-1987

11-10-1987

EXHIBIT A-3

WALL 2 - LOOKING AT THE NORTH FACE

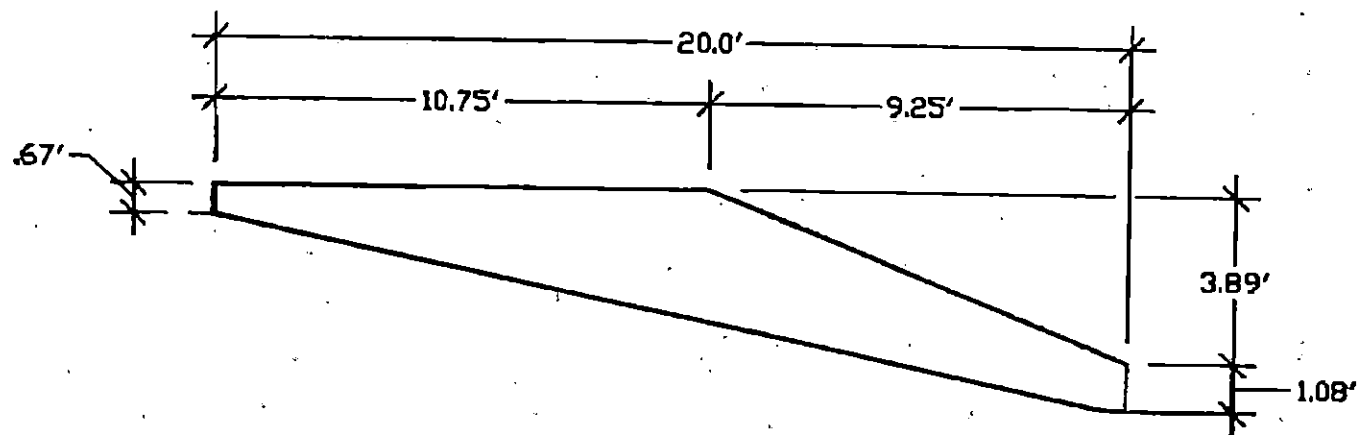
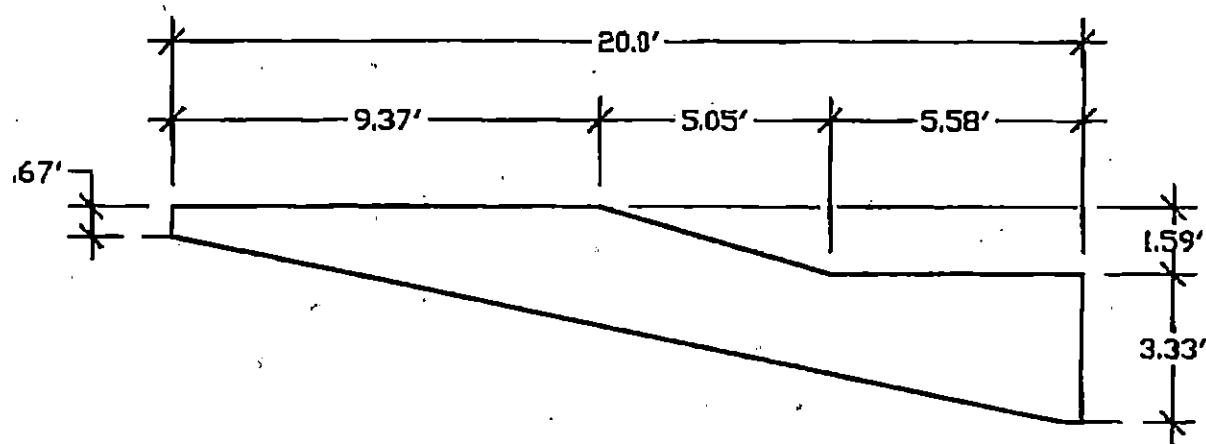


EXHIBIT A-4

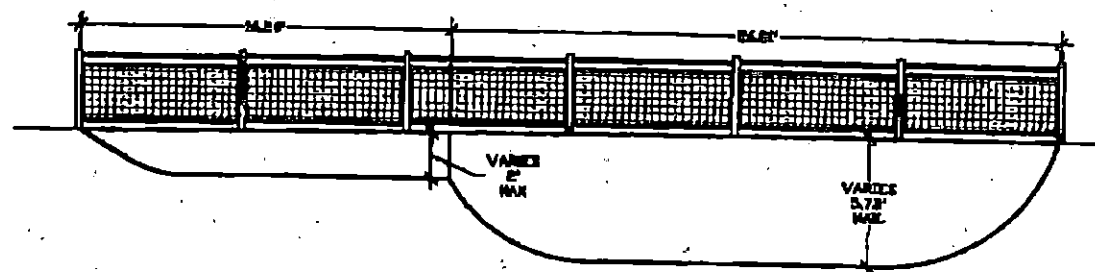
$\frac{1}{4}'' = 1' - 0''$

WALL 3 - LOOKING AT THE SOUTH FACE



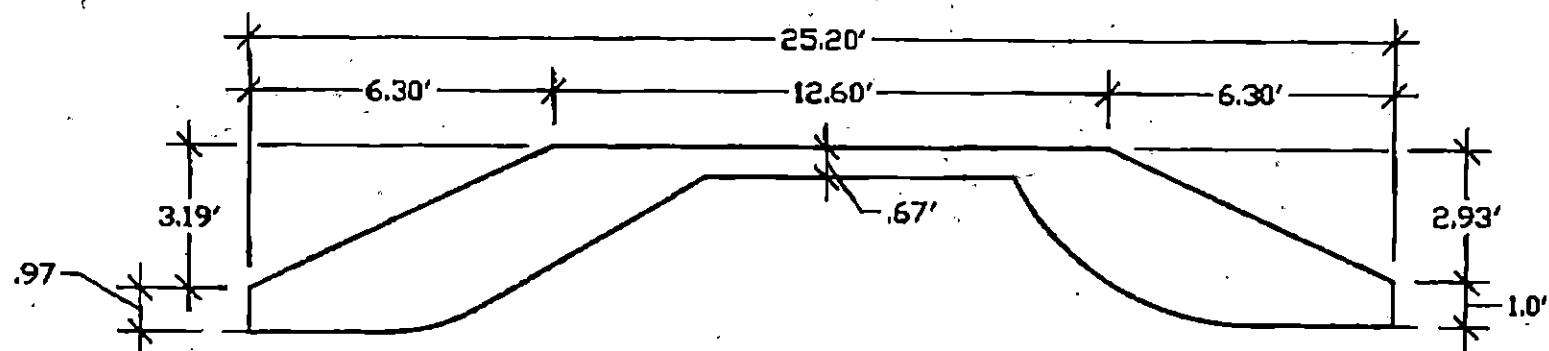
$$\frac{1}{4}'' = 1' - 0''$$

WALL 5 - LOOKING AT THE SOUTH FACE



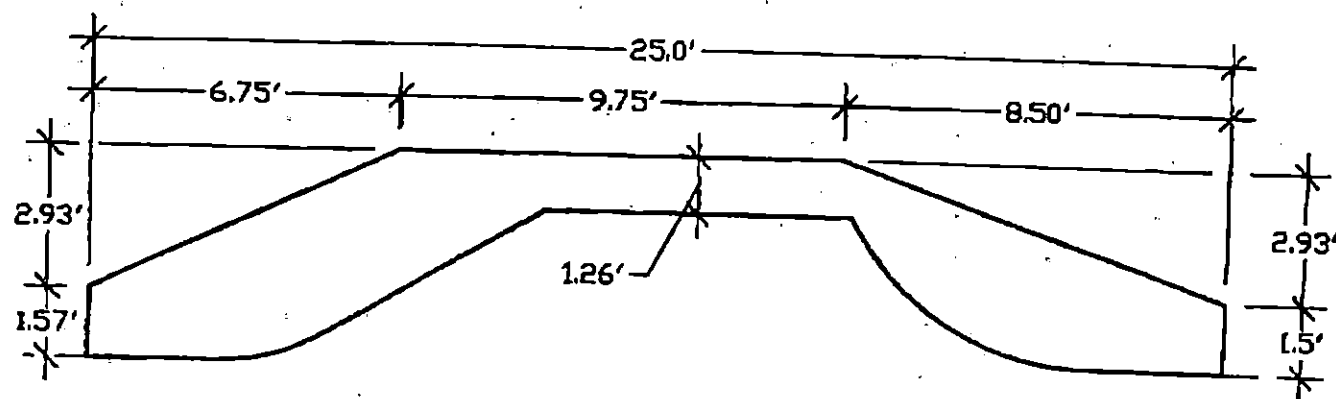
$\frac{1}{8}'' = 1' - 0''$

WALL 6 - LOOKING AT THE NORTHEAST FACE



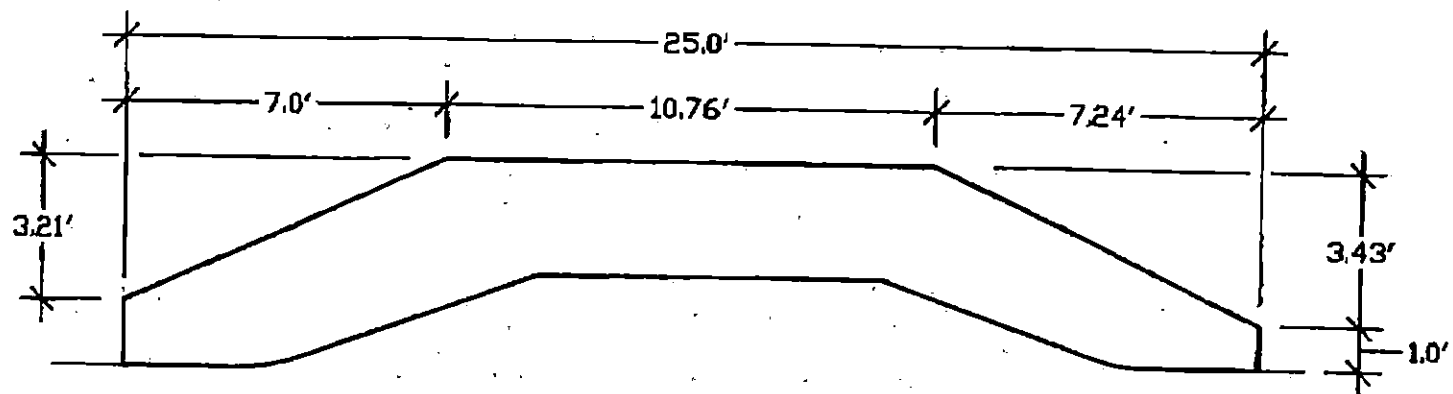
$$\frac{1}{4}'' = 1' - 0''$$

WALL 7 - LOOKING AT THE SOUTHWEST FACE



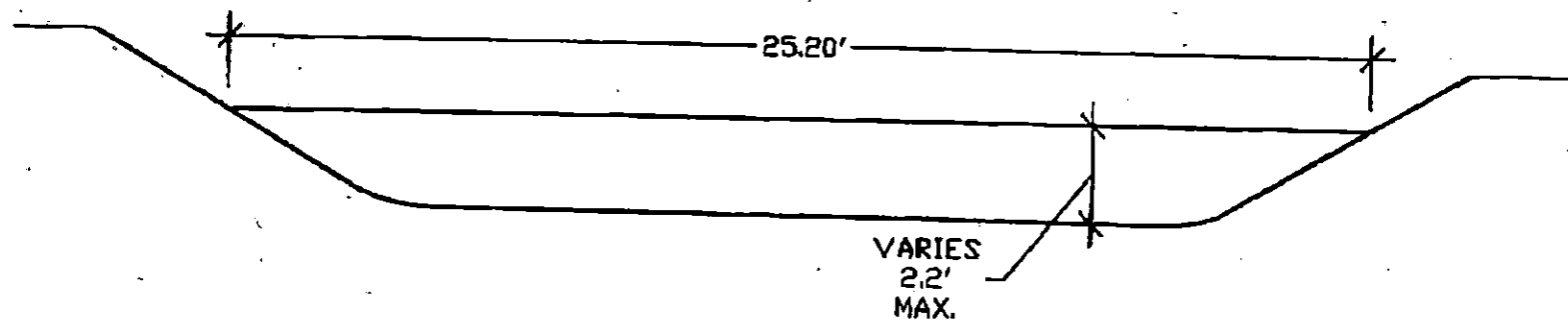
$\frac{1}{4}'' = 1' - 0''$

WALL 8 - LOOKING AT THE NORTHEAST FACE



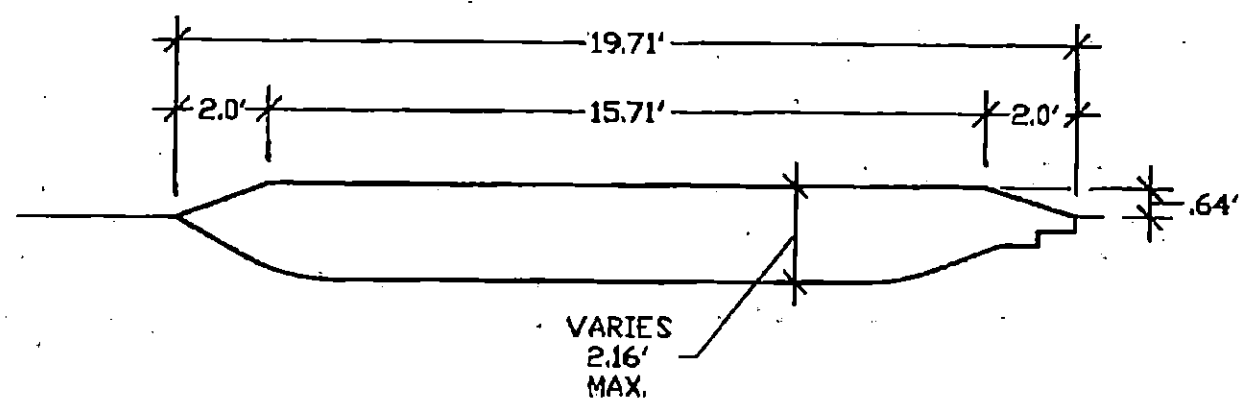
$$\frac{1}{4}'' = 1' - 0''$$

WALL 9 — LOOKING AT THE NORTH FACE



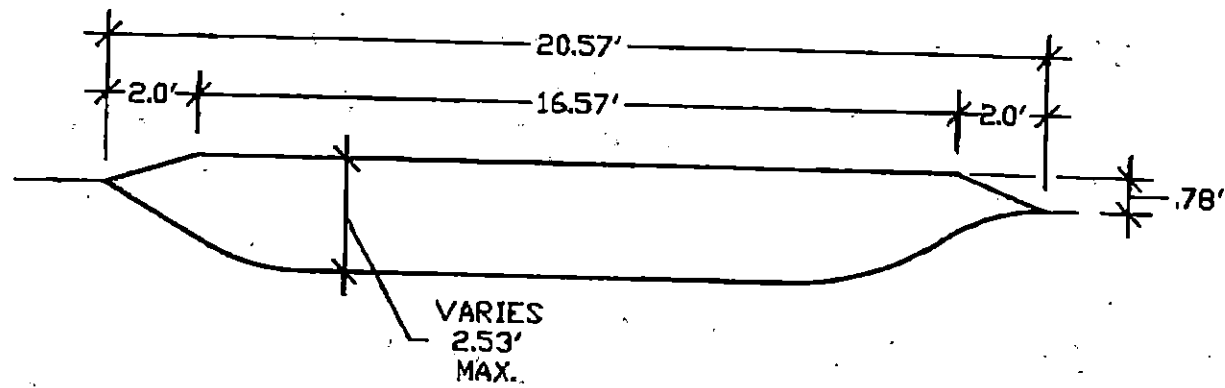
$\frac{1}{4}'' = 1' - 0''$

WALL 10 - LOOKING AT THE NORTHWEST FACE



$$\frac{1}{4}'' = 1' - 0''$$

WALL 11 - LOOKING AT NORTHWEST FACE



$\frac{1}{4}'' = 1' - 0''$

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-14-2003

PRODUCER

Lautenbach Insurance
5721 S. Nevada St.
Littleton CO 80120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

William Frederik Sargent
5995 S. Race St.
Littleton CO 80121-2651

COPY

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance CO

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	004632-45203760-02	02-01-02	02-01-03	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO-JECT LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Public Art Skate Park

CERTIFICATE HOLDER

Town of Castle Rock
Attn: Deanne R. Durfee
100 N. Wilcox St.
Castle Rock CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-14-2003

PRODUCER

Lautenbach Insurance
5721 S. Nevada St.
Littleton CO 80120

INSURED

William Frederik Sargent
5995 S. Race St.
Littleton CO 80121-2651

COPY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance CO

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	004632-45203760-02	02-01-02	02-01-03	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Public Art Skate Park

CERTIFICATE HOLDER

Town of Castle Rock
Attn: Deanne R. Durfee
100 N. Wilcox St.
Castle Rock CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-14-2003

PRODUCER

Lautenbach Insurance
5721 S. Nevada St.
Littleton CO 80120

INSURED

William Frederik Sargent
5995 S. Race St.
Littleton CO 80121-2651

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance CO

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COPY

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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INSURED

William Frederik Sargent
William Frederik Sargent
5995 S. Race St.
Littleton CO 80121-2651

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Suzanne Hull
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INSURED

Wm. T. Sargent
William Frederik Sargent
5995 S. Race St.
Littleton CO 80121-2651

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