



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(2023 Pavement Marking Maintenance)**

DATE: _____.

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

BARRICADE HOLDINGS LLC d/b/a COLORADO BARRICADE CO, a Delaware limited liability company, 2295 S Lipan Street, Denver Colorado 80223 ("Contractor").

RECITALS:

- A. The Town issued a Request for Bids from qualified contractors with expertise in pavement marking maintenance services.
- B. Contractor timely submitted its Bids.
- C. The Town wishes to engage Contractor on an on-call basis to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall provide pavement marking maintenance services in accordance with the scope of services attached as *Exhibit 1* ("Services").

Section 2. Payment. Contractor shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Contractor exceed **\$377,000.00**, unless authorized in writing by Town.

Section 3. Term/Renewal. Contractor shall commence the Services **April 10, 2023** and complete the Services by **December 31, 2023**. Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to two additional one-year terms by executing the Renewal Agreement, attached as *Exhibit 2* ("Renewal Term"). Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

The Town shall have the right to terminate this Agreement at any time with 30 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. Contractor shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Services. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 7. 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 8. Insurance. Contractor agrees to procure and maintain, at his 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, Employers' Liability insurance and Professional 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 and submitted at the time of execution of this Agreement as ***Exhibit 3*** 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.

Section 9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 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 10. 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 11. 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 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. 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 14. 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 15. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 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 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 18. Independent Contractor. Contractor has completed the Affidavit of Independent Contractor Status, attached as ***Exhibit 4***, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. 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 19. 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.

Section 20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

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:

BARRICADE HOLDINGS LLC d/b/a COLORADO BARRICADE CO

By: _____

Its: _____

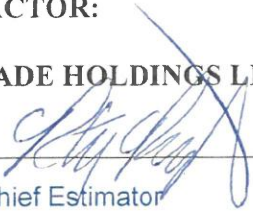

Chief Estimator



EXHIBIT 1

SERVICES AND FEE SCHEDULE

Contractor will paint existing street markings for all Town roadways and replace thermo markings.



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

BID SCHEDULE A

Item #	Est. Quantity	Unit	Item Description	Unit Price	Quantity Price
1	30,000	S.F.	4" Solid or Broken White Paint	\$ 00.50	\$ 15,000.00
2	330,000	S.F.	6" Solid or Broken White Paint	\$ 00.50	\$165,000.00
3	230,000	S.F.	4" Solid or Broken Yellow Paint	\$ 00.50	\$ 115,000.00
4	1,000	S.F.	6" Solid or Broken Yellow Paint	\$ 00.50	\$ 500.00
5	15,000	S.F.	Lane Lines White & Yellow Epoxy Paint	\$ 1.50	\$ 22,500.00
6	1,000	S.F.	6" Solid or Broken White Preformed Thermoplastic Groove Inlay	\$ 14.00	\$ 14,000.00
7	1,000	S.F.	6" Solid or Broken Yellow Preformed Thermoplastic Groove Inlay	\$ 14.00	\$ 14,000.00
8	1,000	S.F.	Pavement marking (White Paint) (Word / Symbol) Signalized Intersection	\$ 9.00	\$ 9,000.00
9	10,000	S.F.	Pavement marking (White Paint) (Xwalk / Stop bar) Signalized Intersection	\$ 5.00	\$50,000.00
10	2,500	S.F.	Pavement marking (White Thermo 90 mil) (Word / Symbol) Signalized Intersection	\$ 22.00	\$ 55,000.00
11	5,000	S.F.	Pavement marking (White Thermo 90 mil) (Xwalk / Stop bar) Signalized Intersection	\$ 14.00	\$ 70,000.00

TOTAL AMOUNT BID (Items 1 through 11)	\$530,000.00
--	---------------------

TOTAL AMOUNT BID IN WORDS: Five Hundred and Thirty Thousand Dollars

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.	Es	Preformed Thermoplastic (Arrows-including combo, turn & thru, shark's teeth etc. 90 mil)	\$ 600.00	\$
2a	T.B.D.	S.F.	Removal of Pavement Markings	\$ 3.25	\$
3a	T.B.D.	S.F.	Preformed Plastic 380 IES contrast tape	\$ 35.00	\$
4a	T.B.D.	S.F.	Pre-Form Plastic 90 mil Pavement Marking ground in 8" lane line with contrast border	\$ 35.00	\$

NOTE: It is important that the selected contractor can schedule the Town's Spring marking task not later than last week day in June 2023/2024.

Please list the not later than date that crews can be scheduled to mark Town roads: Last week day in November 2023/2024.



EXHIBIT 2

RENEWAL OF TOWN OF CASTLE ROCK SERVICES AGREEMENT

(Click or tap here to enter text.)

DATE: _____

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

CLICK OR TAP HERE TO ENTER TEXT., Click or tap here to enter text. ("Contractor").

RECITALS:

A. The Town and Contractor are parties to the Town of Castle Rock Click or tap here to enter text. Agreement () dated Click or tap here to enter text. ("Agreement") and attached as **Exhibit A**.

B. The term of the Agreement expires Click or tap here to enter text.. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on Click or tap here to enter text..

C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 20____, attached as **Exhibit B** and extend the term of the Agreement.

TERMS:

Section 1. Renewal of Agreement. The Agreement shall be renewed for an additional one-year term, expiring Click or tap here to enter text..

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

Section 3. Amendment. The updated Certificate of Insurance for the Contractor/Consultant for 20__ is attached as **Exhibit C** to this Renewal Agreement is incorporated herein and made a part of the Agreement.

Section 4. 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.

[SIGNATURE BLOCK HERE]



EXHIBIT 3

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2022

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):	
INSURED Barricade Holdings LLC dba: Colorado Barricade Company 2295 S Lipan Street Denver CO 80223	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: Chubb Insurance Company of Canada	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1719746673**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD DED: \$25K GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			54310238	7/1/2022	7/1/2023	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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			54310237	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			93652732	7/1/2022	7/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54310239	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTHER 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-22	7/1/2022	7/1/2023	Limit Deductible SPC Form/RC \$250,000 \$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-5018555-0722
Effective Dates: 07/01/22 - 07/01/23 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-5018555-0722
Effective Dates: 07/01/22 - 07/01/23 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**Page 1 of 1

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

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

Certificate Holder is included as Additional Insured on the General Liability including Ongoing and Completed Operations, Automobile 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. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability, and Umbrella Liability policies subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General Liability, Automobile Liability, Umbrella 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. The Umbrella Liability policy is excess of the General Liability, Automobile Liability, and Employers Liability policies. 30 Day's Notice of Cancellation on the General, Automobile, Umbrella Liability and Workers Compensation Policies.

RE: Pavement Marking Maintenance Services.

Certificate Holder Continued: Town of Castle Rock, its officers and employees

EXHIBIT 4

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Rusty Reynolds, an authorized representative of **BARRICADE HOLDINGS LLC d/b/a COLORADO BARRICADE CO ("Colorado Barricade")**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, Colorado Barricade represents and warrants that it is its express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. Colorado Barricade understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Colorado Barricade work exclusively for the Town, except that Colorado Barricade may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- Colorado Barricade is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.



- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town issues checks payable to Colorado Barricade, a party to the Agreement; and the Town does not combine their business operations in any way with Colorado Barricade's business, but instead maintains such operations as separate and distinct.
- Colorado Barricade understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **COLORADO BARRICADE UNDERSTANDS THAT NEITHER COLORADO BARRICADE NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **COLORADO BARRICADE UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR

BARRICADE HOLDINGS LLC d/b/a COLORADO BARRICADE CO

By: _____

Name Rusty Reynolds

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

HEATHER SUE JACKSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144000511
MY COMMISSION EXPIRES 01/06/2026

The foregoing instrument as acknowledged before me this 20th day of February,
2023 by Rusty Reynolds as Chief Estimator of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires:

Heather Sue Jackson
Notary Public