



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Metzler Family Open Space Trailhead Parking Lot Construction)**

THIS CONSTRUCTION CONTRACT ("Contract") is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY**, a Michigan corporation, 2635 Delta Dr., Colorado Springs, Colorado 80910("Contractor").

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. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:
 - Number**
 - Addendum 1- Metzler Bid Sheet
 - Addendum 2- Bid Forms Metzler Parking corrected cover page
 - Addendum 3 – Metzler Family Open Space – TESC report.pdf; Metzler Family Open Space – CDs.pdf
 - Addendum 4 – Bid Questions.pdf; Sign in Sheet.pdf; Metzler Bid Sheet Final 9-21-22.xlsx
7. Special Conditions of the Contract:
 - Metzler Family Open Space Parking Lot Invitation to Bid
 - Bid Forms Metzler Partking.pdf
8. The following Specifications:
9. The following Drawings/Reports:
 - Metzler Family Open Space – CDs.pdf
 - Meeting map.pdf

10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and
18. 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 **\$1,135,039.20** (“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*. 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 7 calendar days from the date of the Notice to Proceed, and must complete work by February 28, 2023, 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 \$1,000.00 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

With a copy to: Legal@cr.gov

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 ("COI") must be submitted along with the executed contract as Exhibit 2.*

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. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. 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 _____ day of _____, 20__.

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

Jeff Brauer, Director Parks & Recreation

CONTRACTOR:

EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY

By: 

Title: PM/Estimator

EXHIBIT 1
CONTRACTOR'S BID

Metzler Family Open Space
Civil Quantity Tabulation
Metzler Family Open Space Parking
 Schmidt Construction Company

Totals				Cost
Total Demolition				\$ 12,129.00
Total Earthwork				\$ 433,981.00
Total Erosion Control				\$ 64,420.00
Total Asphalt Paving				\$ 246,844.00
Total Site Concrete				\$ 195,711.15
Total Miscellaneous				\$ 19,337.00
Total Storm Sewer & Detention Pond				\$ 162,617.05
Total Cost				\$ 1,135,039.20

*Contractor to verify all quantities

*Earthwork quantities are approximate raw values with no swell or shrink adjustments.
 no importing or exporting of earthwork materials is anticipated.

Item No.	Demolition / Removal	Unit	Unit Cost	Quantity	Cost
REM-001	Mobilization & General Conditions	LS	\$1,732.00	1	\$ 1,732.00
REM-002	Remove Asphalt Pavement	SY	\$57.75	25	\$ 1,443.75
REM-003	Remove Curb Gutter & Sidewalk	LF	\$13.30	110	\$ 1,463.00
REM-004	Remove Wire Fence	LF	\$5.75	75	\$ 431.25
REM-005	Remove CMP Pipe	LF	\$17.30	81	\$ 1,401.30
REM-006	Sawcut Pavement	LF	\$4.05	114	\$ 461.70
REM-007	Traffic Control	LS	\$5,196.00	1	\$ 5,196.00
Total Demolition					\$ 12,129.00

Item No.	Earthwork	Unit	Unit Cost	Quantity	Cost
EARTH-001	Mobilization & General Conditions	LS	\$31,235.00	1	\$ 31,235.00
EARTH-002	Clearing and Grubbing	AC	\$21,899.00	4	\$ 87,596.00
EARTH-003	Cut to Fill Onsite	CY	\$7.50	10,300	\$ 77,250.00
EARTH-004	Retaining Wall 4' Max	LF	\$366.00	650	\$ 237,900.00
EARTH-005	Earthwork Export (provide unit cost)	CY	\$ 51.75		\$ -
Total Earthwork					\$ 433,981.00

Item No.	Erosion Control	Unit	Unit Cost	Quantity	Cost
EC-001	Mobilization & General Conditions	LS	\$5,173.00	1	\$ 5,173.00
EC-002	Check Dam	EA	\$110.00	25	\$ 2,750.00
EC-003	Concrete Washout Area	EA	\$2,887.00	1	\$ 2,887.00
EC-004	Construction Fence	LF	\$2.25	2,565	\$ 5,771.25
EC-005	Diversion Ditch	LF	\$8.25	1,250	\$ 10,312.50
EC-006	Erosion Control Blanket	SY	\$3.70	1,250	\$ 4,625.00
EC-007	Inlet Protection	EA	\$127.00	4	\$ 508.00
EC-008	Outlet Protection	EA	\$346.00	1	\$ 346.00
EC-009	Curb Sock	EA	\$173.00	3	\$ 519.00
EC-010	Sediment Basin	EA	\$7,506.00	1	\$ 7,506.00
EC-011	Sediment Control Log	LF	\$5.50	110	\$ 605.00
EC-012	Sediment Trap	EA	\$520.00	1	\$ 520.00
EC-013	Seeding & Mulching	AC	\$2,887.00	2.6	\$ 7,506.20

Metzler Family Open Space

Civil Quantity Tabulation

EC-014	Stabilized Staging Area	SY	\$8.65	270	\$	2,335.50
EC-015	Surface Roughening	AC	\$993.00	2.6	\$	2,581.80
EC-016	Temporary Slope Drain	LF	\$57.75	1	\$	57.75
EC-017	Vehicle Tracking Control	EA	\$2,910.00	1	\$	2,910.00
EC-018	Remove Temporary Erosion Controls	LS	\$7,506.00	1	\$	7,506.00
Total Erosion Control					\$	64,420.00

Item No.	Asphalt Paving	Unit	Unit Cost	Quantity	Cost	
AP-001	Mobilization & General Conditions	LS	\$5,500.00	1	\$ 5,500.00	
AP-002	Full Depth Pavement, Base, & Subgrade	SY		3,312	\$	211,968.00
	Prep (Local) assume 7"		\$64.00			
AP-003	Maintenance Access Road, CDOT Class 6 ABC	SY	\$40.80	720	\$	29,376.00
Total Asphalt Paving					\$	246,844.00

Item No.	Site Concrete	Unit	Unit Cost	Quantity	Cost	
CONC-001	Mobilization & General Conditions	LS	\$41,339.00	1	\$ 41,339.00	
CONC-002	Concrete Sidewalk / Trail 5 ft.	LF	\$45.75	1,075	\$ 49,181.25	
CONC-003	Crossspan	EA	\$10,548.00	1	\$ 10,548.00	
CONC-004	Curb & Gutter (Vertical)	LF	\$36.95	2,022	\$ 74,712.90	
CONC-005	Curb Ramp (Accessible Parking)	EA	\$2,540.00	1	\$ 2,540.00	
CONC-006	Curb Ramp (Entrance)	EA	\$3,695.00	2	\$ 7,390.00	
CONC-007	Winter weather protection (allowance)	LS	\$ 10,000.00	1	\$ 10,000.00	
Total Site Concrete					\$	195,711.15

Item No.	Miscellaneous	Unit	Unit Cost	Quantity	Cost	
MISC-001	Mobilization & General Conditions	LS	\$1,732.00	1	\$ 1,732.00	
MISC-002	Crushed Stone Paving	LS	\$2,136.00	1	\$ 2,136.00	
MISC-003	Dirt Trail	LS	\$1,212.00	1	\$ 1,212.00	
MISC-004	Miscellaneous Landscape Elements	LS	\$5,716.00	1	\$ 5,716.00	
MISC-005	Maintenance Access Road (CDOT Class 6 ABC)	SY	In Asphalt Paving	720	In Asphalt Paving	
MISC-006	Existing Utility Locating	LS	\$4,041.00	1	\$ 4,041.00	
MISC-007	Signage	EA	\$231.00	8	\$ 1,848.00	
MISC-008	Striping, Handicap Parking Symbol	EA	\$346.00	3	\$ 1,038.00	
MISC-009	Striping Accessible Aisles	SF	\$1.15	365	\$ 419.75	
MISC-010	Striping, Parking Lot 4" Solid White (50 Spaces)	LF	\$0.85	1,405	\$ 1,194.25	
Total Miscellaneous					\$	19,337.00

Item No.	Storm Sewer & Detention Pond	Unit	Unit Cost	Quantity	Cost
STRM-001	Mobilization & General Conditions	LS	\$12,124.00	1	\$ 12,124.00
STRM-002	Inlet Tripple Type 16	EA	\$13,250.00	2	\$ 26,500.00
STRM-003	RCP 18"	LF	\$104.00	86	\$ 8,944.00
STRM-004	RCP 24"	LF	\$185.00	24	\$ 4,440.00
STRM-005	RCP 30"	LF	\$219.00	37	\$ 8,103.00
STRM-006	FES 18", with Toe Wall	EA	\$2,991.00	1	\$ 2,991.00
STRM-007	Low Tailwater Basin	EA	\$1,732.00	1	\$ 1,732.00
	Detention Pond:				\$ -

Metzler Family Open Space
Civil Quantity Tabulation
Metzler Family Open Space Parking
 Schmidt Construction Company

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Total Earthwork				\$ 433,981.00
Total Erosion Control				\$ 64,420.00
Total Asphalt Paving				\$ 246,844.00
Total Site Concrete				\$ 195,711.15
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Total Storm Sewer & Detention Pond				\$ 162,617.05
Total Cost				\$ 1,135,039.20

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EARTH-003	Cut to Fill Onsite	CY	\$7.50	10,300	\$ 77,250.00
EARTH-004	Retaining Wall 4' Max	LF	\$366.00	650	\$ 237,900.00
EARTH-005	Earthwork Export (provide unit cost)	CY	\$ 51.75		\$ -
Total Earthwork					\$ 433,981.00

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EC-003	Concrete Washout Area	EA	\$2,887.00	1	\$ 2,887.00
EC-004	Construction Fence	LF	\$2.25	2,565	\$ 5,771.25
EC-005	Diversion Ditch	LF	\$8.25	1,250	\$ 10,312.50
EC-006	Erosion Control Blanket	SY	\$3.70	1,250	\$ 4,625.00
EC-007	Inlet Protection	EA	\$127.00	4	\$ 508.00
EC-008	Outlet Protection	EA	\$346.00	1	\$ 346.00
EC-009	Curb Sock	EA	\$173.00	3	\$ 519.00
EC-010	Sediment Basin	EA	\$7,506.00	1	\$ 7,506.00
EC-011	Sediment Control Log	LF	\$5.50	110	\$ 605.00
EC-012	Sediment Trap	EA	\$520.00	1	\$ 520.00
EC-013	Seeding & Mulching	AC	\$2,887.00	2.6	\$ 7,506.20

Activity	Start	Finish	12/26	12/27	12/28	12/29	12/30	12/31	1/1	1/2	1/3	1/4	1/5	1/6	1/7	1/8	1/9	1/10	1/11	1/12	1/13	1/14	1/15	1/16	1/17	1/18	1/19	1/20	1/21	1/22	1/23	1/24	1/25	1/26	1/27	
Long Lead Items / Submittals / Permits	1/0/12	1/0/14	Sched Actual																																	
Locales	1/0/12	1/0/14	Sched																																	
Stabilization - set up perimeter fence	1/0/12	1/0/17	Sched																																	
Stabilized Staging Area / Back Socks	1/0/17	1/0/17	Sched																																	
Construct Diversion Ditch / Sediment Basin	1/0/17	1/0/19	Sched																																	
GEIG Inspection	1/0/19	1/0/19	Sched																																	
Demo, Pothole, Clear & Grub	1/0/20	1/0/28	Sched																																	
Strip / Stock Topsoil	1/0/26	1/0/28	Sched																																	
Survey	1/0/27	1/0/28	Sched																																	
Cut and Fill / Grading	1/0/31	1/1/8	Sched																																	
Install Inlets / 24" and 30" RCP Pipe	1/1/7	1/1/11	Sched																																	
Concrete C&G	1/1/10	1/1/18	Sched																																	
Construction of Forebay & Tickle Channel	1/1/14	1/1/22	Sched																																	
Installation of Interim BMPs	1/1/21	1/1/23	Sched																																	
Concrete Handicap Ramps / Curbcut	1/1/21	1/1/23	Sched																																	
Concrete Sidewalk	1/1/28	1/1/28	Sched																																	
Construction of Outflow Structure	1/1/28	1/2/3	Sched																																	
Installation of 18" RCP and FES/Crewwall	1/2/1	1/2/7	Sched																																	
Asphalt Parking Lot Paving	1/2/6	1/2/8	Sched																																	
Construction of Crest Wall	1/2/2	1/2/8	Sched																																	
Landscape Improvements	1/2/12	1/2/14	Sched																																	
Installation of 50th Rip Rap / Low Tankwater	1/2/13	1/2/13	Sched																																	
Fine Grading / Seeding / Mulching	1/2/19	1/2/21	Sched																																	
Access Road Construction	1/1/7	1/2/8	Sched																																	
Construction of Landscape Wall	1/1/7	1/2/8	Sched																																	

EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

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 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 Hylant - Detroit 2401 W. Big Beaver Rd. Ste 400 Troy MI 48084	CONTACT NAME: PHONE (A/C, No, Ext): 248-643-8750	FAX (A/C, No):	
	E-MAIL ADDRESS: susan.thompson@hylant.com		
INSURED Schmidt Construction Co. 2635 Delta Drive Colorado Springs, CO 80910	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Insurance Company		24147
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER: 831983369** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MWZY31417522	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Project Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB31417322	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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/A	MWXS31417422	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Metzler Family Open Space Trailhead
 The Town of Castle Rock is additional insured with respect to general liability on a primary and non-contributory basis as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

The Town of Castle Rock
 100 N. Wilcox Street
 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

Nicholas R Hylant

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Brandon Beck, an authorized representative of EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY, 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, I represent and warrant that it is my 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. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I 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.
- I am 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 does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand 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.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR/CONSULTANT/VENDOR

EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY

By: 

Name

STATE OF COLORADO)

) ss.

COUNTY OF El Paso)

The foregoing instrument as acknowledged before me this 5th day of October, 2022 by Branden Beck as P.M. of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: 6/30/2024



Notary Public

