



**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
( Mitchell Gulch Park Renovation )**

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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 **COLORADO DESIGNSCAPES, INC.**, a Colorado corporation, 15440 E. Fremont Dr., Centennial, Colorado 80112 (“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:

<b>Number</b>	<b>Date</b>
Addendum 1	September 8, 2022
Addendum 2	September 14, 2022

7. Special Conditions of the Contract:
  - a. Project to receive substantial completion no later than 6.15.23
  - b. Project to receive final completion no later than 7.20.23
  - c. Coordinating with the Town Supplied Items & Installation Contractors
  - d. Playground, Fitness Equipment, CXT Restroom and Tennis Courts
8. The following Specifications: Mitchell Gulch Park Renovation Bid Documents and Specifications - Mitchell Gulch.



9. The following Drawings/Reports:

Sheet #	Sheet Title	Sheet #	Sheet Title
-	Cover Sheet	E0.0	Electrical Cover Sheet
GN1.0-GN1.1	General Notes	E1.0	Electrical Northeast Site Plan
-	Stamped Survey Sheet	E1.1	Electrical Southwest Site Plan
BP1.0	Boundary Plan	E2.0	Electrical Oneline Diagram
SP1.0	Overall Combined Site Plan	E3.0	Electrical Schedules
L1.0	Existing Conditions & Demolition Plan	E4.0-E4.1	Photometric Site Plan
L2.0-L2.1	Layout & Materials Plans	E4.2	Photometric Details
L3.0-L3.2	Layout & Materials Enlargement Plans	IR1-IR2	Irrigation Plans
L4.0	Overall Landscape Plans	IR3-IR4	Irrigation Details
L4.1-L4.2	Landscape Plans	IR5	Irrigation Notes
L4.3	Landscape Details & Plant List	1 to 7	Temporary and Sediment Control Plan
L5.0-L5.7	Site Details	T8 to T11	TESC Standard Notes and Details Restroom Drawings (Reference Only)
L6.0-L6.2	Shade Structure Details	OZI01-OZI22	Restroom Drawings (Reference Only)
C1-C2	Site Plans		
U1	Utility Plan		
G1-G2	Mitchell Gulch Park Grading Plan		
D1	Overall Drainage Basin Plan		
D2	Existing Detailed Drainage Basin Plan		
D3	Proposed Detailed Drainage Basin Plan		
DTL1-DTL7	Standard Details		

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 \$ **3,211,965.50** (“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 ten calendar days from the date of the Notice to Proceed, and must complete work by July 20, 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@crgov.com](mailto:Legal@crgov.com)

**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 of Parks & Recreation

**COLORADO DESIGNSCAPES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT 1

### CONTRACTOR'S BID

In addition to the Contract's Bid, attached hereto, principal items of work include, but are not limited to:

Renovation of Mitchell Gulch Park located at 200 Mikelson Dr. The Property is owned by The Town. The renovation includes electrical work, detention pond work, concrete work, paving, site work, hardscapes, a pavilion structure, pre-fabricated restroom, site amenities, playground equipment, landscaping and irrigation.

The construction services for this work shall include, but not be limited to:

- Manage all construction activities while constructing the designed improvements.
- Coordinate all deliveries to minimize disturbance to surrounding residents.
- Create a safe and secure work environment for both the public as well as the individuals working on-site.
- Organize and manage the weekly Owner, Architect, and Contractor (OAC) meetings.
- Coordinate all work as to create a flow and most efficient way for productivity.
- Work closely with Town departments/utility companies and agencies. Close coordination will be required with the Public Works and Traffic Department for paving of the parking lot.
- Extreme caution shall be taken not to damage items that are called to be protected (trees/landscaping) and left in place.
- Manage both the required self-perform (a minimum of 51% of the construction value) as well as the subcontractor work.

BID PROPOSAL

PROJECT: Mitchell Gulch Park

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

Colorado Designscapes Inc.  
a Corporation incorporated in the State of Colorado

-OR-

\_\_\_\_\_, a partnership, / limited partnership, (select one), registered in the State of \_\_\_\_\_, whose general partner(s) is/are \_\_\_\_\_

-OR-

a sole proprietor, whose trade name is \_\_\_\_\_

in the Town of \_\_\_\_\_, State of \_\_\_\_\_, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2.

Addenda No. 1 Date 9-8-2022  
Addenda No. 2 Date 9-14-2022  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

RETURN BID TO:

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

*(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)*

9. The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Colorado Designscaper BY: Phil G. St...

ADDRESS: 15440 E. Fremont Dr. TITLE: President

Attest: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_ DATE: 9-14-2022



BIDDER'S QUALIFICATIONS AND DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

- 1. Name of Bidder: Colorado Designscapes Inc.
- 2. Permanent main office address: 15440 E. Fremont Drive  
Centennial, CO 80112
- 3. Phone: 303-721-9003 Fax # 303-531-7670
- 4. Bidder's federal tax identification number 84-1197138
- 5. The Bidder is organized as a Corporation
- 6. The date the Bidder was organized in its current form: 1992
- 7. If a corporation, the state where it is incorporated: Colorado
- 8. How many years have you been engaged in the contracting business under your present firm or trade name?  
30 years
- 9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>CCO Arktos Park</u>	\$: <u>125,000</u>	Completion Date: <u>Dec. 2022</u>
Job: <u>Belmar Library</u>	\$: <u>240,000</u>	Completion Date: <u>Nov 2022</u>
Job: <u>Dove Valley Bikes Park</u>	\$: <u>900,000</u>	Completion Date: <u>Oct 2023</u>
Job: <u>Timberleaf</u>	\$: <u>2,100,000</u>	Completion Date: <u>Oct 2023</u>

- 10. General character or work performed by your company:  
Demolition, Grading, Concrete, Sandblasting, Landscape, Irrigation
- 11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? No If so, where and why?
- 12. Have you ever been charged liquidated damages on a contract? Yes If so, where and why?  
City and County of Denver. I time. An MWBE sub poured bad concrete and we couldn't rip it out and replace before the completion date.
- 13. List your major equipment AVAILABLE FOR THIS PROJECT:

Attached.



14. Experience in construction work similar in contract price to this project:

- a. Job/\$ \$900,000.00 Jeff Smullen  
 Contact Name/Phone Wrangler Park - Town of Castle Rock
- b. Job/\$ \$1,200,000.00 720-913-0614  
 Contact Name/Phone Kristin Beard - City and County of Denver
- c. Job/\$ \$1,200,000 Elk Ridge Park - Castle Pines  
 Contact Name/Phone Larry Nemo -

15. Background and experience of the principal members of your organization, including officers:

Tom Brownfield 30+ years. PLA certified.  
Travis Sommerfeld 20+ years.

16. Bonding Limit: \$ 8 million

17. Bonding Company: Westfield Insurance Phone # 303-824-6600

Address: 8055 E. Tutts Ave

18. Bank Reference(s): Am First Bank

19. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by the Town of Castle Rock? Yes

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Castle Rock in verification of the recitals in this statement of **Bidder's Qualifications and Data**.

CONTRACTOR Colorado Designscapes BY: Paul E. St...

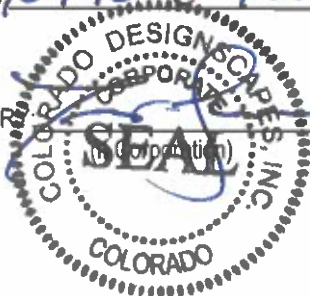
ADDRESS: 5440 E Fremont Dr. ITS: President

Title

Attest:

SECRETARY [Signature]

DATE: 9-14-2022



BIDDER'S OFFICIALS DATA

Bidder's name Colorado Designscapes Inc.

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information:  
(Use additional sheets as necessary.)

Name Travis Sommerfeld

Title Ast. Manager

Home address 7833 S. Jasper Way

Town, State, Zip Englewood, CO 80112

Other companies with whom this person has been affiliated in last 10 years \_\_\_\_\_

None

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No.

Name Mark Demrovsky

Title Project Manager

Home address Lakewood, CO

Town, State, Zip \_\_\_\_\_

Other companies with whom this person has been affiliated in last 10 years \_\_\_\_\_

Environmental Landworks

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No.

Name Oscar Chacon

Title Foreman

Home address Parker, CO

Town, State, Zip \_\_\_\_\_

Other companies with whom this person has been affiliated in last 10 years \_\_\_\_\_

None.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No.

Name Tom Browntield

Title Commercial Manager

Home address Parker, CO

Town, State, Zip \_\_\_\_\_

Other companies with whom this person has been affiliated in last 10 years None.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No.

BID BOND

Colorado Designscapes, Inc. 15440 E. Fremont Drive, Centennial, CO 80112
(insert the full name and address or legal title of the Contractor) as Principal,
and, Westfield Insurance Company
(insert the legal title of the Surety)
as Surety, a corporation organized under the laws of the State of OH and authorized to transact business in the State of Colorado, with a general office at P.O. Box 5001, Westfield Center, OH 44251-5001
are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee,
in the amount of Five Percent of Amount Bid 5% DOLLARS, in United States currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has submitted the accompanying Bid dated September 14, 2022, for construction of the named project. Mitchell Gulch Park Renovation

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a penalty, for the Principal's failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this 14th day of September, 2022.

WITNESS

[Handwritten signature]

Colorado Designscapes, Inc. PRINCIPAL

BY: [Handwritten signature] Philip E. Steinhauer
By its President



WITNESS

[Handwritten signature] [Circular seal for Westfield Insurance Co. with the word SEAL in the center]

Westfield Insurance Company SURETY

TITLE [Handwritten signature]
BY: Elizabeth Ostblom
Its Attorney-in-Fact

I, Elizabeth Ostblom, certify that I am the Attorney-in-Fact (title) of the Corporation named as Surety; that Philip E. Steinhauer, who signed the bond on behalf of the Principal, was then President (title) of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL)

Signed: [Handwritten signature]
Title: Elizabeth Ostblom Attorney-in-Fact

General  
Power  
of Attorney

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Elizabeth Ostblom SEVERALLY**

of Denver and State of CO its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: **Bid Bond**  
Principal: **Colorado Designscapes, Inc.**  
Obligee: **Town of Castle Rock, Colorado**

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of September A.D., 2022 .



  
Frank A. Carrino, Secretary

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado )

County of Arapahoe )  
SS

Phil Steinhaver \_\_\_\_\_, being duly sworn, deposes and says that:  
(Insert name)

1. He/she is the President (Title) of Colorado Designscape Inc., the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR Colorado Designscape Inc. BY: Phil E. Steinhaver

ADDRESS: 15440 E. Fremont Dr. TITLE: President

Attest:

SECRETARY: [Signature]

DATE: 9-14-2022





SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: C&C Construction

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: Utilities Percentage 6 %

Firm Name: C&R Electrical

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: Electrical Percentage 11 %

Firm Name: Lyon Land & Survey

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: Surveying Percentage 1 %

Firm Name: Tatonka (Surface America)

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: Poured in Place Percentage 5 %

Firm Name: Metro Powers or Schmidt

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: Asphalt Percentage 3 %

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_ Percentage \_\_\_\_\_ %

Total Percentage 26 %

Percentage of sub-contractor work must not exceed FORTY-NINE PERCENT (49%) of the overall construction price.

# BID SCHEDULE - MITCHELL GULCH PARK RENOVATIONS

Bidder Name: \_\_\_\_\_ Colorado Designscapes Inc. \_\_\_\_\_

Contractor to submit bids for all items, failure to do so will render bid non-responsive. On lump sum items, provide total price on; on unit price bid items, provide the unit price and the extended amount of the bid. If no bid item existing for a portion of the work, include the costs in the related bid item. In case of error in the extension of unit prices, unit price governs. In case of error in summation, the total of the corrected bid amount governs.

Item Description	Est. Qty	Unit	Unit Price	Extension
<b>BASE BID ITEMS</b>				
01 Project Start-up / Mobilization / General Conditions	1	LS	Lump Sum	\$153,402.50
02 Erosion Control & Stormwater Management	1	LS	Lump Sum	\$62,000.00
03 Construction Survey and Staking	1	LS	Lump Sum	\$28,000.00
04 Traffic Control	1	LS	Lump Sum	\$14,000.00
05 Vegetation Clearing & Grubbing	1	LS	Lump Sum	\$34,000.00
06 Tree Protection	1	LS	Lump Sum	\$4,300.00
07 Tree Removal and Disposal	1	LS	Lump Sum	\$4,100.00
08 Tree Relocation (On-Site)	1	LS	Lump Sum	\$11,300.00
09 Site Demolition	1	LS	Lump Sum	\$245,000.00
10 Demolition - Salvaged Site Furniture	11	EA	\$ 175.00	\$1,925.00
11 Site Grading & Earthwork	1	LS	Lump Sum	\$95,000.00
12 Strip and Stockpile Topsoil	1	LS	Lump Sum	\$9,500.00
13 Place Topsoil & Fine Grading	1	LS	Lump Sum	\$24,000.00
14 Water Service & Improvements	1	LS	Lump Sum	\$55,000.00
15 Sanitary Service Improvements	1	LS	Lump Sum	\$4,500.00
16 Stormwater Drainage Improvements	1	LS	Lump Sum	\$260,000.00
17 Site Lighting & Electrical Service	1	LS	Lump Sum	\$425,000.00
18 Concrete Paving, Walks	18,100	SF	\$ 8.00	\$144,800.00
19 Concrete Paving, Plaza - "Charcoal" Colored	705	SF	\$ 12.00	\$8,460.00
20 Pedestrian Ramp with Truncated Domes	1	LS	Lump Sum	\$6,200.00
21 Concrete Paving, Parking HC Stall	450	SF	\$ 8.00	\$3,600.00
22 Concrete Curb & Gutter	1	LS	Lump Sum	\$27,000.00
23 Concrete Flush Curb - Parking	1	LS	Lump Sum	\$7,800.00
24 Concrete Curb Stop	14	EA	\$ 150.00	\$2,100.00
25 Concrete 6" Parking Lot W/ Rebar Reinforcing 24" O.C. (No Aggregate Base)	1	LS	Lump Sum	\$115,000.00
26 Asphalt Patching - Parking	1	LS	Lump Sum	\$4,500.00
27 Parking Lot Striping	1	LS	Lump Sum	\$3,700.00
28 Parking Lot Signage (No Monument)	1	LS	Lump Sum	\$1,200.00
29 Structural Concrete - Playpit Edging	625	LF	\$ 65.00	\$40,625.00
30 Concrete - PIP Surface Sub-base (Flatwork)	6925	SF	\$ 7.50	\$51,937.50
31 Concrete - 6"x6" Edger (Landscape)	230	LF	\$ 65.00	\$14,950.00
32 Crusher Fines, 4" Depth	930	SF	\$ 4.00	\$3,720.00
33 Bike Pump Track	1	LS	Lump Sum	\$67,000.00
34 3-Rail Wood Fencing	230	LF	\$ 70.00	\$16,100.00
35 Shade Structure	1	LS	Lump Sum	\$170,000.00
36 Restroom - Sub-grade Prep & Utility Connections	1	LS	Lump Sum	\$15,000.00
37 Poured-in-Place Rubber Surfacing - Playground	5680	SF	\$ 31.00	\$176,080.00
38 Poured-in-Place Rubber Surfacing - Fitness	1245	SF	\$ 31.00	\$38,595.00
39 Trash Receptacle	9	EA	\$ 2,300.00	\$20,700.00
40 Bike Racks	3	EA	\$ 950.00	\$2,850.00
41 Tables - Square	3	EA	\$ 1,750.00	\$5,250.00
42 Tables - 8' Rectangular	2	EA	\$ 2,465.00	\$4,930.00
43 Pet Waste Stations	3	EA	\$ 1,200.00	\$3,600.00
44 Corn Hole Features	4	EA	\$ 2,000.00	\$8,000.00
45 Landscape Boulder - Park (Two Large, The rest 3'-4')	19	EA	\$ 950.00	\$18,050.00
46 <del>Landscape Boulder - Entry Monument</del>	<del>10</del>	<del>EA</del>	<del>\$ —</del>	<del>\$0.00</del>
47 Boulder Blocks	66	EA	\$ 850.00	\$56,100.00
48 Sod, Bluegrass with Soil Prep	1,220	SF	\$ 2.00	\$2,440.00
49 Western Wheatgrass with Soil Prep	9,900	SF	\$ 1.00	\$9,900.00
50 Native Seed with Soil Prep	105,150	SF	\$ 0.45	\$47,317.50
51 Ornamental Grasses	120	EA	\$ 25.00	\$3,000.00
52 Deciduous Shade Tree - 2" Caliper	6	EA	\$ 725.00	\$4,350.00

53	Evergreen Tree - 8'-12' Ht.	6	EA	\$ 1,650.00	\$9,900.00
54	Ornamental Tree - 2" Caliper	12	EA	\$ 725.00	\$8,700.00
55	Irrigation System	1	LS	Lump Sum	\$130,000.00

**SUBTOTAL BASE BID:** \$2,684,482.50

**BID ALTERNATE ITEMS**

**BID ALTERNATE #1**

01	Concrete Paving, Plaza - "Charcoal" Colored	-705	SF	\$ 25.00	(\$17,625.00)
02	Concrete Pavers	705	SF	\$ 55.00	\$38,775.00

**SUBTOTAL BID ALT #1:** \$21,150.00

**TOTAL BASE BID & BID ALTERNATES:** \$2,705,632.50

**UNIT PRICES:**

Unit prices are for both ADD & DEDUCTS

	<b>Unit</b>	<b>Unit Price</b>
Tree Protection	LF	\$3.25
Earthwork - Import/Export	CY	\$32.00
Earthwork - In Place	CY	\$21.00
Concrete Curb & Gutter	LF	\$45.00
Concrete Flush Curb - Parking	LF	\$43.00
Asphalt Paving (Incl. 12" Base Per Detail)	SF	\$14.00





**LETTER OF INDEMNIFICATION  
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Invitation to Bid Number: Mitchell Gulch Park Renovation

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Colorado Designscapes Inc. dba Designscapes Colorado

Submitter (Vendor or Business Name)

By: Phil E. Steinhauer  
Signature

Phil Steinhauer

Name (*please print*)

President

Title

9-14-2022

Date



## Designscapes Colorado - Commercial Construction Equipment Availability

- Attachment, Auger Bit, 24", 2003
- Attachment, Auger Bit, 36", 1999, CAT
- Attachment, Auger Driver, 2009, CAT, Quick Attach
- Attachment, Auger, 12", 2009, CAT
- Attachment, Auger, 9", 2009, CAT
- Attachment, Box Scraper, 7', 2007, Gannon 4x4HXD,
- Attachment, Box Scraper, 6', 1996, Gannon 4x4
- Attachment, Bucket, 18", 2014, CAT, Mini-Excavator
- Attachment, Bucket, 36", 2014, CAT, Mini-Excavator
- Attachment, Bucket, 72", 2003, Caterpillar, Tooth
- Attachment, Bucket, 72", 2004, Caterpillar, Toothe
- Attachment, Bucket, 72", 2005, Caterpillar, Toothe
- Attachment, Bucket, 72", 2008, Caterpillar
- Attachment, Bucket, 72", 2014, Caterpillar, Toothe
- Attachment, Bucket, 80", 2006, Caterpillar, Toothe
- Attachment, Bucket, Rock, 12", 2006, Caterpillar,
- Attachment, Forks, 1996, John Deere, 5400
- Attachment, Ripper Skidsteer
- Attachment, Rotovator, 73", 2014, Frontier for JD
- Attachment, Tiller, CAT Skid Attachment, 2013, 6
- Boom, Trencher, 2001, Ditch Witch, H412
- Camera, Digital, 2004, Nikon Coolpix 2100
- Camera, Video, 2009, Sony, DCR-SR45
- Compaction, Roller, 2008, 6', In-House Fabrication
- Compactor, 2008, Bomag BW55E
- Compactor, 2005, Rammer, Multiquip
- Compactor, 2009, Rammer, Multiquip, MTX70
- Compactor, 2010, Rammer, Multiquip, MTX60
- Compactor, Asphalt Roller, Essick, 30"
- Compactor, Plate, 2008, Wacker, WP1550AW
- Compactor, Soil Drum, 2000, CP-433C, Caterpillar
- Computer, 2008, TopCon, Data Collector, FC-120
- Concrete Blankets, 12'x25', 2011, R5 OS Foam
- Demo Saw, 14", Stihl, 2013
- Detector, Topcon, LS-80L w/Holder
- Disc, 6'6", 2006, Ford, Tandem 3-Point Attachment
- Drill, 2009, Bosch, SDS-Plus, Hammer
- Drill, 1/2" Cordless 18V Hmr Drill, 2014, Rigid
- Drill, 1/2" Cordless 18V Hmr Drill, 2014, Rigid
- Drill, 1/2", 2006, Dewalt
- Drill, 3/8", Hammer Drill, Dewalt, 2013
- Drill, Set, 2014, Rigid
- Drill, Set, 2014, Rigid
- Excavator, Mini, 2014, Caterpillar, 308 E2
- Power Broom, Angle, 2008, Caterpillar, BA18B
- Pump, Hydrostatic Test, 2010, Rice, DPH-3B
- Pump, Trash, Electric, Multiquip, ST204OT, 2014
- Sandblaster, 2009, Clemco, 3CF, Blast Machine w/Re
- Sandblaster, 2010, Clemco, 3CF, Blast Machine w/Re
- Sandblaster, 2010, Clemco, 3CF, Blast Machine w/Re
- Saw, Circular Worm Drive, 7-1/4" 2011, Dewalt
- Saw, 2008, Worm Drive
- Saw, 2012, Demo, 65cc, Stihl, TS 420
- Saw, 2014, Mikita Reciprocating Saw, 11A
- Saw, Chain, 24", 2012, Stihl, MS441
- Saw, Demo, 14", 2010, Stihl, TS420-14
- Saw, Demo, 64CC, 2014 Stihl, TS 420
- Saw, Demo, 64CC, 2014 Stihl, TS 420
- Saw, Demo, 64CC, 2014 Stihl, TS 420
- Saw, Floor, 18", 2009, Honda, PACIV-13H
- Saw, Floor, 8", 2004, Soff-Cut, X150
- Seeder, 2003, Land Pride Slit
- Sod Cutter, 7', 2008, Fabricated
- Sprayer, Tank, 30 gals, 2000, FIMCO
- Spreader, 10 CY, 2000, Flink, 10' V-Box, S & S
- Spreader, 10 CY, 2001, Warren, 12' V-Box, S & S
- Spreader, 6 CY, 2005, Swenson, 10' V-Box, S & S
- Spreader, 6 CY, 2005, Swenson, 10' V-Box, S & S
- Spreader, 6 CY, 2005, Swenson, 10' V-Box, S & S
- Stamp, 36x36, 2006, Ashlar, Cut Slate
- Stamp, 4x12, 2006, Brick border, TM-1000
- Straw Crimper, 7', 2007, Leinbach, 3-Point Attachm
- Striper, 2010, Graco, LLIV39002GUN
- Tiller, 20", 2000, Barreto, Walk Behind
- Tiller, 20", 1996, Barreto, Walk Behind
- Trailer, 500 gal Water with Pump
- Trailer, End Dump, 1999, Western, Semi
- Trailer, End Dump, 2000, Ranco, Rock, Semi
- Trailer, Flat Bed, 18', Performance, 2015
- Trailer, Flatbed, 16', 1986, Ditchwitch
- Trailer, Flatbed, 16', 1999, B-Line
- Trailer, Flatbed, 20', 1998, Gooseneck, Fabricated
- Trailer, Flatbed, 2003, Load King, Lowboy, Semi
- Trailer, Flatbed, 48' x 102", 2008, Utility, Semi
- Trailer, Side Dump, 2006, SmithCo, Side-Dump, Semi
- Trailer, Traffic, 2009, Arrow Signal, National
- Trailer, Utility, 10', 2008, Mirage, Enclosed
- Trailer, Utility, 1998, Gooseneck, Fabricated



## Designscapes Colorado - Commercial Construction Equipment Availability

- Fence, 6'x12' C/L Panel, 2008, Temp, Fabricated
- Forks, 2001, Quick Attach on Caterpillar, 924G
- Forks, 48", 2003, Caterpillar
- Forks, 48", 2004, Caterpillar
- Forks, 48", 2014, Caterpillar
- Form Stakes, 2008, Lot of 140, Hardpoint Steel
- Generator, 2014, Champion, Model 71530
- Generator, 2014, Champion, Model 71530
- GPS, 2004, Millimeter
- GPS, 2004, Topcon, HiPer, Lite
- Grinder, 4.5", 2011, Makita, Angle
- Grinder, Milwaukee 4.25" 2014
- Gun, Paint Sprayer, 2010, Graco, Truecoat
- Jack Hammer, 60# Sullair MPB60A
- Laptop, 2010, HP, G72-257CL
- Laser, 2003, Grade Sensor, LS-B4
- Laser, 2005, Topcon RL-H2SA Dual Slope
- Laser, 2006, Topcon Sys, Five Motor, Grader Contro
- Laser, 2008, Topcon, RL-H3C Flat
- Laser, 2012, Topcon RL-H4C Flat Laser
- Laser, 2014 Tripod, Laser Level
- Laser, 2014, Topcon RL-H4CDB Flat Laser
- Laser, 2014, Topcon, RL1002S, Rotating
- Level, 48", 2004, Stabila Electronic
- Leveler, 46"x57"x32", 2004, Concrete Manual Hand
- Locator, 2006, Ditch Witch, 910 Utility
- Material Arm, I/T, 2006, Quick Attach
- Meter, 2", 2005, Hydrant, RPVB Assembly (Fire)
- Meter, 3", 2005, Water
- Motor Grader, 1998, Caterpillar, 140H
- Mower, 22", 2014, Toro, Recycler Walk Behind
- Pipe Notcher, 2005
- Power Broom, Angle, 2008, Caterpillar, BA18
- Tree Digger, 2008, Skid Attachment
- Trencher, 1995, Rider, Vermeer, V4150
- Trencher, 1996, Rider, Vermeer, V3550
- Trencher, 2001, Ditch Witch, 4500
- Trencher, 2006, Ditch Witch, 410SX
- Trimmer, Hedge, 30", 2014, Stihl, HS81TZ
- Truck, Single Axle, 2002, GMC, C7500, Water
- Truck, 1996, Kenworth, T800W
- Truck, 20 Ton, Single Axle, 2001, Sterling, LT8500
- Truck, 20 Ton, Single Axle, 2001, Sterling, LT8500
- Truck, 20 Ton, Single Axle, 2001, Sterling, LT8500
- Truck, 20 Ton, Tandem, 2000, Sterling, L9000
- Truck, 2007, Kenworth, T800W
- Truck, Single Axle, 1999, Isuzu, NPR-NE3
- Vacuum, Wet Dry, 16gal, 2013
- Vibrator, 2HP, 2004, 3/4 Inch Head
- Weld Igniter, CAD
- Welder/Generator, 2003, Miller, BobCat 250 NT
- Wheel Loader, 2005, Caterpillar, 262B Skid Steer
- Wheel Loader, 1996, John Deere, 5400
- Wheel Loader, 2002, Caterpillar, 924G
- Wheel Loader, 2003, Caterpillar, 950G
- Wheel Loader, 2004, Caterpillar, 262B Skid Steer
- Wheel Loader, 2004, Caterpillar, 262B Skid Steer
- Wheel Loader, 2006, CAT, 262B Trk Skid Steer
- Wheel Loader, 2006, Caterpillar, 262B Skid Steer
- Wheel Loader, 2006, Caterpillar, 420E Backhoe
- Wheel Loader, 2007, Caterpillar, 272C Skid Steer
- Wheel Loader, 2008, Caterpillar, 272C Skid Steer
- Wheel Loader, 2015, Caterpillar, 272D Skid Steer
- Wheel Loader, Tractor, 2007, CAT, 414E Skip Loader
- Wrench, 0.5" Drive, Impact, 2012, Chicago Elect



**EXHIBIT 2**

CONTRACTOR'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2022

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Moody Insurance Agency, Inc.	
Moody Insurance Agency, Inc.		<b>PHONE (A/C, No, Ext):</b> (303) 824-6600	<b>FAX (A/C, No):</b> (303) 370-0118
8055 East Tufts Avenue		<b>E-MAIL ADDRESS:</b> certrequest@moodyins.com	
Suite 1000		<b>INSURER(S) AFFORDING COVERAGE</b>	
Denver CO 80237		<b>INSURER A :</b> Selective Insurance Co of America	<b>NAIC #</b> 12572
<b>INSURED</b>		<b>INSURER B :</b> Pinnacol Assurance	41190
Colorado Designsapes, Inc.,		<b>INSURER C :</b> Westchester Surplus Lines	10172
DBA: Designsapes Colorado		<b>INSURER D :</b>	
15440 E Fremont Drive		<b>INSURER E :</b>	
Centennial CO 80112		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22-23 Master

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S2324638	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		S2324638	01/01/2022	01/01/2023	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2324638	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4051150	01/01/2022	01/01/2023	<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
C	Pollution Liability			G71800957003	01/01/2022	01/01/2023	Per Occurrence	\$1,000,000
							Aggregate	\$2,000,000
							Deductible	\$10,000

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

[Job #: Job Type: Mitchell Gulch Park Renovation]  
 RE: Location: Mitchell Gulch Park - 200 Mikelson Blvd, Castle Rock, CO 80104

**CERTIFICATE HOLDER****CANCELLATION**

Town of Castle Rock 100 N Wilcox Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Castle Rock CO 80104	AUTHORIZED REPRESENTATIVE <i>Moody Insurance Agency</i>

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### EXHIBIT 3

#### TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, \_\_\_\_\_, an authorized representative of **COLORADO DESIGNSCAPES, INC.**, 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

**COLORADO DESIGNSCAPES, INC.**

By: \_\_\_\_\_

Name

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument as acknowledged before me this \_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires:

\_\_\_\_\_  
Notary Public