



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Town Hall Office Renovation)**

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 **O-A-K COLORADO LLC**, a Colorado limited liability company, 202 6th Street, Suite 200, Castle Rock, Colorado 80104 ("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	Date
1. Town Hall Renovation Sign-Up Sheet	10/03/2022
2. Question Responses for Town Hall Renovation Project	10/07/2022
3. Town Hall Sub-Contractor Walk	10/11/2022
4. Sub-Contractor Walk Through List	10/13/2022
7. Special Conditions of the Contract:	
8. The following Specifications:	
9. The following Drawings/Reports:	
a. Town of Castle Rock Town Hall Interior Office Renovation	
10. Notice of Award;	
11. Invitation to Bid;	
12. Information and Instructions to Bidders;	

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 \$ **274,647.00** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as ***Exhibit 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 three (3) calendar days from the date of the Notice to Proceed, and must complete work within seventy-eight (78) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$500.00 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

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:

Michael J. Hyman, Town Attorney

CONTRACTOR:

O-A-K Colorado, LLC

By:

A handwritten signature in blue ink, appearing to be "D. B. Smith", written over a horizontal line.

Title: President



EXHIBIT 1

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: Castle Rock Town Hall Office Renovation

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

O-A-K Colorado LLC

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 4.

Addenda No. 1 Date 10/06/2022
Addenda No. 2 Date 10/07/2022
Addenda No. 3 Date 10/11/2022
Addenda No. 4 Date 10/13/2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____

RETURN BID TO: Scott J. Smith, Town Hall 100 Wilcox Street Castle Rock CO. 80104
Proposal due date: 2:00 PM MDT (our clock) on October 14, 2022

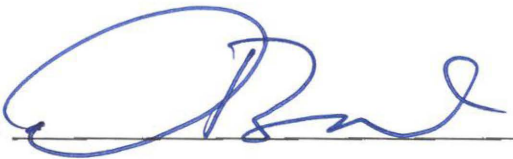
The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, 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: O-A-K Colorado LLC

BY: 

ADDRESS: 202 6th Street, Ste. 200
Castle Rock, CO 80104

TITLE: President

Attest:

SECRETARY: 
(if Corporation)

DATE: October 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: O-A-K Colorado LLC
2. Permanent main office address:
Local Office: 202 6th Street, Ste. 200, Castle Rock, CO 80104
Principal Office: 300 Ionia Ave NW, v Grand Rapids, MI 49503
3. Phone: 303-409-9936 Fax # _____
4. Bidder's federal tax identification number ~~38-0900420~~ 88-1690995
5. The Bidder is organized as a Corporation
6. The date the Bidder was organized in its current form: January 8, 1909
7. If a corporation, the state where it is incorporated: Colorado (O-A-K CO)
8. How many years have you been engaged in the contracting business under your present firm or trade name? 113yrs
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.) DEN Airport

Job: DEN Airport \$: 500,000 Completion Date: 1/1/2023

Job: _____ \$: _____ Completion Date: _____

Job: _____ \$: _____ Completion Date: _____

Job: _____ \$: _____ Completion Date: _____
10. General character or work performed by your company:
Construction Management/General Contracting
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? No If so, where and why?
13. List your major equipment AVAILABLE FOR THIS PROJECT:
Jobsite Trailer
Fence
Small Tools
Trucks
Dump bed trailers

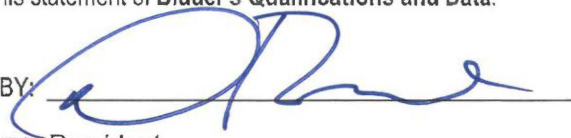
14. Experience in construction work similar in contract price to this project:
- a. Job/\$ UCHSC Police Building at Fitzsimons Phase - 2 / \$1.2 Million
Contact Name/Phone Mary Morissette / 303-623-7323
- b. Job/\$ Aurora Animal Shelter / \$1.2 Million
Contact Name/Phone Gordan Himes / 303-738-9989
- c. Job/\$ Arapahoe County AD Works Remodel Altura Plaza / \$300,000
Contact Name/Phone Ken Morris / 303-734-5489
15. Background and experience of the principal members of your organization, including officers:
Officers of the organization have over 200yrs combined experience in construction management and general contracting. Work was primarily performed for public entities similar to The Town of Castle Rock.
16. Bonding Limit: \$ 500,000,000
17. Bonding Company: Travelers Casualty and Surety Co. of America Phone # 616-560-8967
Address: 560 5th St. NW Suite 202
Grand Rapids, MI 49504
18. Bank Reference(s): Bank of America
40 Pearl St., Grand Rapids, MI 49501
616-451-7651
Keith Vanderweele, First Vice President
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: O-A-K Colorado LLC

ADDRESS: 202 6th Street, Ste. 200
Castle Rock, CO 80104

Attest:

SECRETARY: John C. Jorgensen
(if Corporation)

BY: 
ITS: President
Title

DATE: October 14, 2022

BIDDER'S OFFICIALS DATA

Bidder's name O-A-K Colorado LLC
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 Michael Beaudoin
Title President
Home address _____
Town, State, Zip Castle Rock, CO 80104
Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No
Name _____
Title _____
Home address _____
Town, State, Zip _____
Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?
Name _____
Title _____
Home address _____
Town, State, Zip _____
Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?
Name _____
Title _____
Home address _____
Town, State, Zip _____
Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
County of Douglas)^{ss}

Michael Beaudoin, being duly sworn, deposes and says that:
(Insert name)

1. He/She is the President (Title) of O-A-K Colorado LLC, 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: O-A-K Colorado LLC

BY: 

ADDRESS: 202 6th Street, Ste. 200
Castle Rock, CO 80104

TITLE: President

Attest:

SECRETARY: 
(if Corporation)

DATE: October 14, 2022

(SEAL)

SUBCONTRACTORS AND RELATED DATA

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

Firm Name: MV Power Solutions
Address: Sheridan, CO
Proposed work and percentage of total work to be assigned: Electrical
Percentage 12.5%

Firm Name: Southwest Mechanical
Address: Arvada, CO
Proposed work and percentage of total work to be assigned: HVAC
Percentage 15 %

Firm Name: Lake Gulch Drywall Inc.
Address: Centennial, CO
Proposed work and percentage of total work to be assigned: Framing and Drywall
Percentage 15 %

Firm Name: Remaining Subs TBD
Address:
Proposed work and percentage of total work to be assigned:
Percentage 27.5%

Firm Name:
Address:
Proposed work and percentage of total work to be assigned:
Percentage %

Firm Name:
Address:
Proposed work and percentage of total work to be assigned:
Percentage %

Total Percentage 70 %
(Not to Exceed 70%)

BID SCHEDULE

General Conditions	\$ 83,221
Demolition	\$ 6,449
Drywall/Framing	\$ 65,951
Windows, Doors & Hardware	\$ 31,497
Electrical/Lighting	\$ 34,000
HVAC	\$ 48,000
Fire Panel/Sprinklers	\$ 5,529

Construction Grand Total \$ 274,647

*Per Addendum #2 Please provide add-alternate cost per SF to install additional <500SF of carpet tiles = \$1 per SF

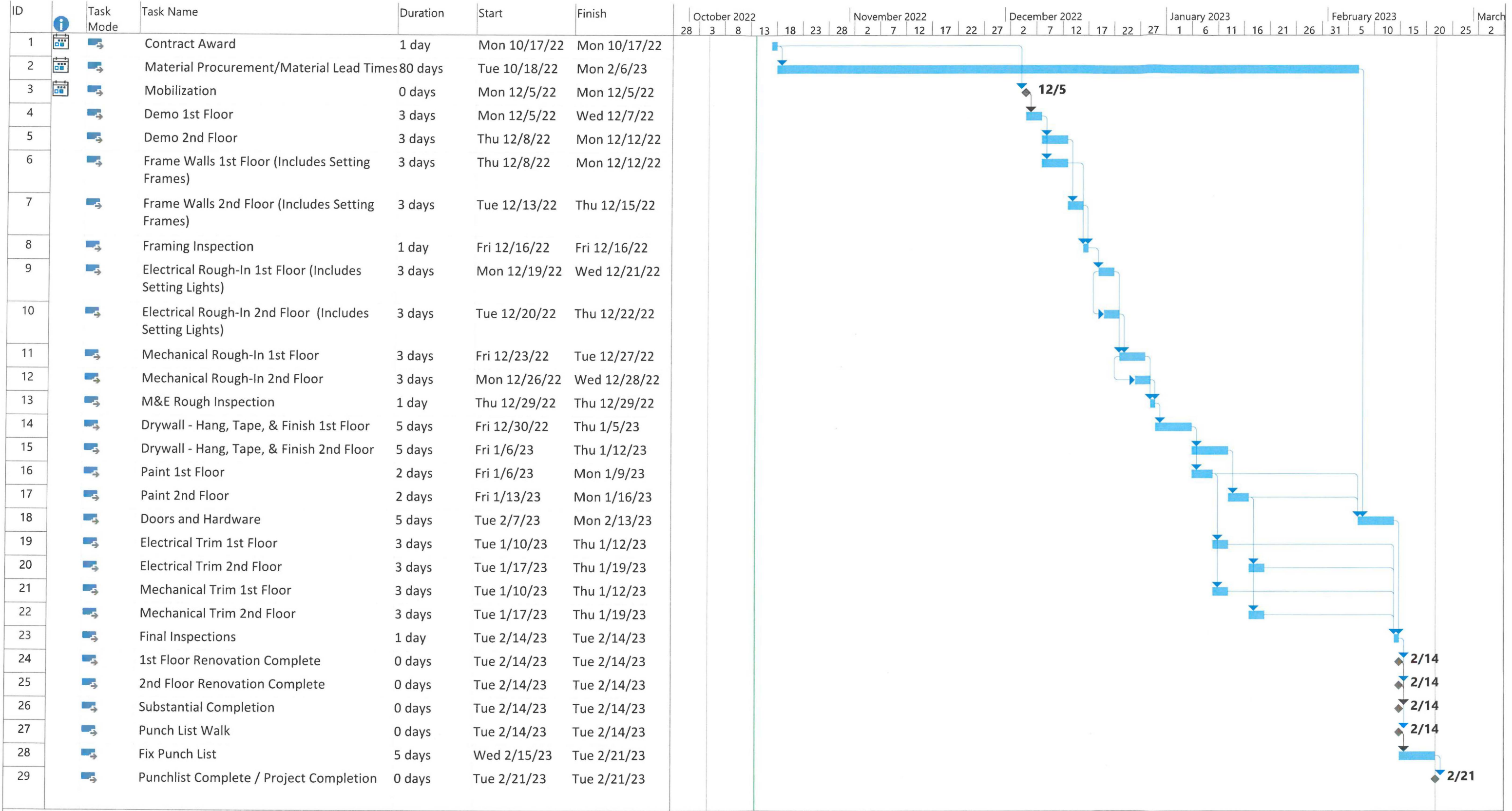


EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/20/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest 560 5th Street, Suite 202 Grand Rapids, MI 49504	CONTACT NAME: Patti Zuk PHONE (A/C, No, Ext): 616-600-9677 FAX (A/C, No): E-MAIL ADDRESS: patti.zuk@epicbrokers.com														
INSURED O-A-K Colorado LLC 202 6th St., Ste. 200 Castle Rock, CO 80104	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : National Union Fire Ins Co of Pittsburg</td> <td data-bbox="1437 451 1572 478">19445</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Allied World National Assurance Company</td> <td data-bbox="1437 478 1572 506">10690</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : New Hampshire Insurance Company</td> <td data-bbox="1437 506 1572 533">23841</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D : Arch Specialty Insurance Company</td> <td data-bbox="1437 533 1572 560">21199</td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : Allied World National Assurance Company	10690	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Arch Specialty Insurance Company	21199	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3118752	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA2446812	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			03119130	09/01/2022	09/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W013326633	09/01/2022	09/01/2023	<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
D	Professional & Pollution Liab.			CPP003441010	09/01/2022	09/01/2023	\$3,000,000 Per Occ \$3,000,000 Agg \$50,000 Retention

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

CERTIFICATE HOLDER**CANCELLATION**


Town of Castle Rock 100 North Wilcox St. Castle Rock, CO 80104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Michael Beaudoin, an authorized representative of O-A-K Colorado, LLC, 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

O-A-K COLORADO, LLC

By:

Name Michael Beaudoin

STATE OF COLORADO)

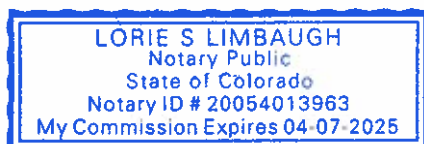
) ss.

COUNTY OF Douglas)

The foregoing instrument as acknowledged before me this 21 day of October, 2022 by Michael Beaudoin as President of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: 4/7/2025



Notary Public