

RESOLUTION NO. 2017-

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT
(2017 TRAFFIC SIGNAL CONSTRUCTION)**

WHEREAS, the Town and Sturgeon Electric Company, Inc. ("Sturgeon Electric") have agreed to the terms and conditions by which Sturgeon Electric will undertake the construction of traffic signals at the intersections of SH86/Rising Sun and Wolfensberger Road/Red Hawk Drive.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Construction Contract (2017 Traffic Signal Construction), in the form attached as ***Exhibit I*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Contract by and on behalf of the Town of Castle Rock, Colorado.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Construction Contract, the Town Council authorizes the expenditure and payment from the 2017 appropriation account 120-3175-431.75-26, in an amount not to exceed \$382,650 (\$367,650 plus a \$15,000 owner-managed contingency), unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2017 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of ____ for and ____ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Acting Town Clerk

Jennifer Green, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Robert Goebel, P.E., Director of Public Works

TOWN OF CASTLE ROCK, COLORADO

CONSTRUCTION CONTRACT (2017 Traffic Signal Construction)

THIS CONSTRUCTION CONTRACT (Contract) is made between the **Town of Castle Rock**, a Colorado municipal (Town), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **Sturgeon Electric Company, Inc.**, a Michigan corporation, (Contractor), 12150 E. 112th Avenue, Henderson, Colorado 80640.

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 Agreement, are:

1. Change Orders;
2. Notice to Proceed;
3. Construction Contract;
4. The following Addenda, if any:

Number	Date	Pages
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5. Special Conditions of the Contract:

Document	Title	Pages
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6. The following Specifications:
Town of Castle Rock Special Provisions – 2017 Traffic Signal Construction (3/20/17)
CDOT Standard Specifications
7. The following Drawings:
CR Signal Design AD (Rev) 2017-03-28
8. Notice of Award;
9. Invitation to Bid;
10. Information and Instructions to Bidders;
11. Notice of Substantial Completion;

12. Notice of Construction Completion;
13. Proposal Forms, including Bid Schedules;
14. Performance, and Labor and Material Payment Bonds;
15. Performance Guarantee; and
16. 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 \$367,650 DOLLARS, (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 Contractor's 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 10 calendar days, and must complete work within 43-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by August 31, 2017.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial 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 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

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.

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. 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 _____, 2017.

ATTEST:

TOWN OF CASTLE ROCK

Town Clerk

Jennifer Green, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

STURGEON ELECTRIC COMPANY, INC.

By: _____

Title: _____

(Insert either the Corporate or Partnership Certificate, as appropriate)

EXHIBIT 1

BID SCHEDULE

ITEM #	DESCRIPTION	UNIT	QTY.	UNIT \$	QTY. \$
202-00750	REMOVAL OF LUMINAIRE	EACH	1	\$630.00	\$630.00
202-00810	REMOVAL OF GROUND SIGN	EACH	5	\$60.00	\$300.00
203-01597	POTHOLING	HOURL	32	\$240.00	\$7,680.00
208-00035	AGGREGATE BAG	LF	60	\$40.00	\$2,400.00
208-00045	CONCRETE WASHOUT STRUCTURE	LF	2	\$525.00	\$1,050.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	LF	20	\$80.00	\$1,600.00
210-00760	RESET LUMINAIRE	EACH	1	\$1,825.00	\$1,825.00
503-00018	DRILLED CAISSON (18 INCH)	LF	5	\$145.00	\$725.00
503-00036	DRILLED CAISSON (36 INCH)	LF	96	\$365.00	\$35,040.00
503-00048	DRILLED CAISSON (48 INCH)	LF	21	\$400.00	\$8,400.00
613-00100	1 INCH ELECTRICAL CONDUIT	LF	65	\$9.00	\$585.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	900	\$17.00	\$15,300.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	810	\$19.50	\$15,795.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	660	\$12.50	\$8,250.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	140	\$13.00	\$1,820.00
613-07000	PULL BOX (SPECIAL)	EACH	2	\$740.00	\$1,480.00
613-07003	TYPE THREE PULL BOX	EACH	7	\$860.00	\$6,020.00
613-07004	TYPE FOUR PULL BOX	EACH	3	\$1,115.00	\$3,345.00
613-07005	TYPE FIVE PULL BOX	EACH	2	\$1,375.00	\$2,750.00
613-07XXX	PULL BOX (18"x36"x18")	EACH	4	\$1,000.00	\$4,000.00
613-10000	WIRING	L S	1	\$17,150.00	\$17,150.00
613-13000	LUMINAIRE (LED)	EACH	3	\$1,070.00	\$3,210.00
613-50150	SECONDARY SERVICE PEDESTAL	EACH	2	\$6,540.00	\$13,080.00
614-00011	SIGN PANEL (CLASS I)	SF	60	\$36.00	\$2,160.00
614-00012	SIGN PANEL (CLASS II)	SF	95	\$40.00	\$3,800.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	10	\$625.00	\$6,250.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	20	\$1,005.00	\$20,100.00
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	10	\$1,250.00	\$12,050.00
614-72860	PEDESTRIAN PUSH BUTTON	EACH	7	\$375.00	\$2,625.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EACH	3	\$1,145.00	\$3,435.00
614-72864	FIRE PREEMPTION UNIT	EACH	2	\$7,560.00	\$15,120.00
614-72875	LOOP DETECTOR WIRE	LF	1010	\$4.15	\$4,191.50
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	1	\$23,135.00	\$23,135.00
614-72889	TRAFFIC SIGNAL VEHICLE DETECTOR (MICRO TYPE) (NON-INVASIVE)	EACH	5	\$715.00	\$3,575.00
614-72890	SPAN WIRE CABLE	LF	440	\$15.25	\$6,710.00
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EACH	2	\$4,260.00	\$8,520.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EACH	3	\$2,400.00	\$7,200.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EACH	1	\$1,510.00	\$1,510.00
614-85340	TRAFFIC SIGNAL SPAN WIRE POLE (INSTALL ONLY)	EACH	4	\$550.00	\$2,200.00
614-86105	TELEMETRY (FIELD)	EACH	2	\$4,575.00	\$9,150.00
620-00020	SANITARY FACILITY	EACH	1	\$420.00	\$420.00
626-00000	MOBILIZATION	L S	1	\$7,500.00	\$7,500.00
627-00004	EPOXY PAVEMENT MARKING	GAL	8	\$550.00	\$4,400.00
627-01001	PREFORMED PLASTIC PAVEMENT MARKING (TYPE I)	SF	60	\$25.00	\$1,500.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	460	\$16.00	\$7,360.00
630-00000	FLAGGING	HOURL	180	\$25.00	\$4,500.00
630-00007	TRAFFIC CONTROL INSPECTION	DAY	18	\$160.00	\$2,880.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	45	\$685.00	\$30,825.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	26	\$42.00	\$1,092.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	12	\$53.00	\$636.00
630-80360	DRUM CHANNELIZING DEVICE	EA	30	\$32.00	\$960.00
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA	20	\$53.00	\$1,060.00
630-80380	TRAFFIC CONE	EA	100	\$10.00	\$1,000.00
630-85041	MOBILE ATTENUATOR	EA	2	\$3,675.00	\$7,350.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	1		
700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	FA	1		
				TOTAL:	

Total Project Cost In Words: Three Hundred Fifty-Five Thousand Six Hundred Forty-Nine Dollars and Fifty Cents

\$355,649.50