

## **TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and 53 Corporation, LLC (“Contractor”) (5655 Peterson Road, Sedalia, CO 80135)

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. The following Addenda, if any:

Number	Date	Pages
1	12/7/2020	1
2	12/10/2020	3
3	12/14/2020	1

6. Special Conditions of the Contract:

Document	Title	Pages
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7. The following Specifications:  
Town of Castle Rock Public Works Standards
8. The following Drawings:  
Tank 3 Drain Line Project Plans

9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. 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 \$387,455 (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 or Proposal) 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 14 calendar days, and must complete work within 75-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by April 19, 2021.

**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 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 \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**CONTRACTOR:**

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

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

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

**EXHIBIT 1**  
**(PROPOSAL/BID)**

## BID PROPOSAL

PROJECT: Tank 3 Drain Line

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

53 Corporation, 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, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have been 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:

Employers Mutual Casualty Company  
717 Mulberry Street, Des Moines, IA 50309

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) 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 3.

Addenda No.	<u>1</u>	Date	<u>12/7/20</u>
Addenda No.	<u>2</u>	Date	<u>12/10/10</u>
Addenda No.	<u>3</u>	Date	<u>12/14/20</u>
Addenda No.		Date	
Addenda No.		Date	
Addenda No.		Date	

RETURN BID TO: TOWN OF CASTLE ROCK  
CASTLE ROCK WATER  
175 Kellogg Court  
Castle Rock, CO 80109  
Attn: Barbara Horton

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 forty-five (45) 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: 53 Corporation, LLC

5655 Peterson Road  
ADDRESS: Sedalia, CO 80135

Attest:  
SECRETARY: [Signature]  
(if corporation)

BY: [Signature]

TITLE: Managing Member

DATE: 12/21/20





## BID SCHEDULE

### 1. BASE BID – Drain Line

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$13,000.00	\$13,000.00
2	Manholes	4	EA	\$7,300.00	\$29,200.00
3	15" Pipe	525	LF	\$161.00	\$84,525.00
4	Discharge Structure	1	LS	\$8,500.00	\$8,500.00
5	Rock Trenching	618	CY	\$75.00	\$46,350.00
6	TESC	1	LS	\$7,500.00	\$7,500.00
7	VTC @ Access Gate	1	LS	\$2,000.00	\$2,000.00
8	Tie-in (Tee for PRV & Cross for Tank Drain)	2	EA	\$3,200.00	\$6,400.00
9	PRV Vault	1	LS	\$18,000.00	\$18,000.00
10	Testing	1	LS	\$3,000.00	\$3,000.00
11	12" Pipe	83	LF	\$210.00	\$17,430.00
12	12" Gate Valve	2	EA	\$4,700.00	\$9,400.00
13	4" Pipe	30	LF	\$75.00	\$2,250.00
14	4" Gate Valve	2	EA	\$1,800.00	\$3,600.00

Two hundred fifty-one thousand one hundred fifty-five dollars and zero cents.

Total Base Bid in Words (Items 1 – 14)

\$ 251,155.00

Total Base Bid



2. ADD ALTERNATE BID – By-pass Main

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$7,000.00	\$7,000.00
2	Tie-in	1	EA	\$3,300.00	\$3,300.00
3	12" Pipe	400	LF	\$191.00	\$76,400.00
4	12" Gate Valve	3	EA	\$4,700.00	\$14,100.00
5	Rock Trenching	400	CY	\$75.00	\$30,000.00
6	TESC	1	LS	\$3,000.00	\$3,000.00
7	Testing	1	LS	\$2,500.00	\$2,500.00

One hundred thirty-six thousand three hundred dollars and zero cents.

Total Base Bid in Words (Items 1 – 7)

\$ 136,300.00

Total Base Bid