

**TOWN OF CASTLE ROCK, COLORADO  
CONSTRUCTION CONTRACT**

**2021 DOWNTOWN ALLEY IMPROVEMENTS PROJECT**

THIS CONSTRUCTION CONTRACT (Contract) is made at the Town of Castle Rock, Colorado, between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **RME Ltd., LLC dba Elite Surface Infrastructure** (Contractor) a Colorado corporation, LLC, whose address is: 1199 Atchison Court, Castle Rock, CO 80109.

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. General Conditions;
5. The following Addenda, if any:

Number	Date	Pages
1	2/12/21	1
2	2/16/21	1-2
3	2/16/21	1-9

6. Special Conditions of the Contract:

Document	Title	Pages
2021 Downtown Alley Improvements Project	Bid Documents	1-150

4. The following Specifications:
  - A. 2019 Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction
  - B. Town of Castle Rock Details and Forms
  - C. 2012 Town of Castle Rock Construction Methodology and Materials Manual
  - D. 2019 Castle Rock Water Department Temporary Erosion and Sediment Control (TESC) Manual
  - E. 2019 Castle Rock Water Department Storm Drainage Design and Technical Criteria Manual
  - F. 2018 Town of Castle Rock Wastewater Collection Design Criteria Manual
5. The following Drawings:
  - A. DOWNTOWN ALLEY IMPROVEMENT PROJECT – (JANUARY 29<sup>TH</sup>, 2021 – AS-ADVERTISED)
6. Notice of Award;
7. Invitation to Bid;
8. Information and Instructions to Bidders;
9. Notice of Substantial Completion;
10. Notice of Construction Completion;
11. Proposal Forms, including Bid Schedules;
12. Performance, and Labor and Material Payment Bonds;

13. Performance Guarantee; and
14. 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 \$798,079.85 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 the (Bid or Proposal) attached as **Exhibit A**. 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 Seventy (70) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

**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 \$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  
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

## EXHIBIT 1

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 \_\_\_\_\_, 2021.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**APPROVED AS TO FORM:**

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

**CONTRACTOR:**

**RME Ltd., LLC dba Elite Surface Infrastructure**

Signed: \_\_\_\_\_

Name (Print): Sean Shelbourn

Title: CM

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

**EXHIBIT 1****ADDENDUM #3 - REVISED BID SCHEDULE**

<b>2021 CASTLE ROCK ALLEYS BID SCHEDULE</b>					
<b>PAY ITEM #</b>	<b>PAY ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>COST</b>
<b>ALLEY #17 STA. 0+00 TO 4+00</b>					
201-00000-17	CLEARING AND GRUBBING	1	LS	\$ 2,000.00	\$ 2,000.00
202-00220-17	REMOVAL OF ASPHALT MAT	490	SY	\$ 20.00	\$ 9,800.00
202-00203-17	REMOVAL OF CURB AND GUTTER	30	LF	\$ 5.65	\$ 169.50
202-00200-17	REMOVAL OF SIDEWALK	25	SY	\$ 12.00	\$ 300.00
203-00010-17	UNCLASSIFIED EXCAVATION (CIP)	150	CY	\$ 38.25	\$ 5,737.50
203-00100-17	MUCK EXCAVATION	10	CY	\$ 45.00	\$ 450.00
304-06000-17	STABILIZATION MATERIAL (CLASS 6) OR RECYCLED CONCRETE	160	TON	\$ 41.75	\$ 6,680.00
306-01000-17	RECONDITIONING (SUBGRADE) (12")	540	SY	\$ 4.15	\$ 2,241.00
<b>403-00720-17</b>	<b>HOT MIX ASPHALT (Sx)(64-22)(PATCHING)</b>	45	TON	\$ 190.00	\$ 8,550.00
412-00600-17	CONCRETE PAVEMENT (6")	540	SY	\$ 58.00	\$ 31,320.00
420-00001-17	GEOTEXTILE (REINFORCEMENT)	30	SY	\$ 4.60	\$ 138.00
420-00132-17	GEOTEXTILE (SEPARATOR)(CLASS 1)	10	SY	\$ 3.00	\$ 30.00
607-11582-17	CONSTRUCTION FENCE	150	LF	\$ 2.05	\$ 307.50
608-00006-17	CONCRETE SIDEWALK (6")	25	SY	\$ 61.00	\$ 1,525.00
609-21900-17	CURB & GUTTER TYPE VC2	30	LF	\$ 33.60	\$ 1,008.00
614-00040-17	SIGN PANEL (CLASS 1)	9	SF	\$ 32.00	\$ 288.00
614-00040-17	SIGN POST	55	LF	\$ 19.00	\$ 1,045.00
614-01300-17	SIGN BASE	18	LF	\$ 19.00	\$ 342.00
625-00000-17	CONSTRUCTION SURVEYING	1	LS	\$ 4,350.00	\$ 4,350.00
625-00001-17	MOBILIZATION	1	LS	\$ 20,575.00	\$ 20,575.00
630-00018-17	TRAFFIC CONTROL	1	LS	\$ 37,075.00	\$ 37,075.00
720-00000-17	MATERIALS TESTING	1	LS	\$ 3,550.00	\$ 3,550.00
<b>ROADWAY SUBTOTAL ALLEY 17 =</b>					<b>\$ 137,481.50</b>

**EXHIBIT 1**

2021 CASTLE ROCK ALLEYS BID SCHEDULE					
PAY ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
<b>ALLEY #17 STA. 0+00 TO 4+00</b>					
202-00035-17	REMOVAL OF PIPE	20	LF	\$ 31.50	\$ 630.00
206-00065-17	STRUCTURAL BACKFILL (FLOW-FILL)	6	CY	\$ 155.00	\$ 930.00
603-83008-17	8" SDR SEWER PIPE	380	LF	\$ 91.50	\$ 34,770.00
604-40000-17	48" SANITARY SEWER MANHOLE	2	EA	\$ 7,625.00	\$ 15,250.00
604-40001-17	SANITARY SERVICE CONNECTION	11	EA	\$ 815.00	\$ 8,965.00
604-40002-17	SEWER CONNNECTIONS AT MANHOLES	2	EA	\$ 1,025.00	\$ 2,050.00
202-00021-17	REMOVE SAS MH	2	EA	\$ 1,500.00	\$ 3,000.00
631-00001-17	SEWER BYPASS	1	LS	\$ 11,775.00	\$ 11,775.00
631-00002-17	POST CONSTRUCTION SEWER VIDEO	1	EA	\$ 1,270.00	\$ 1,270.00
625-00001-17	MOBILIZATION	1	LS	\$ 6,100.00	\$ 6,100.00
403-00721-17	HOT MIX ASPHALT (Sx)(64-22)(PATCHING)	10	TON	\$ 190.00	\$ 1,900.00
SANITARY SUBTOTAL ALLEY 17 =					\$ 86,640.00
208-00020-17	SILT FENCE	320	LF	\$ 1.90	\$ 608.00
208-00050-17	STORM DRAIN INLET PROTECTION	30	LF	\$ 19.75	\$ 592.50
208-00075-17	VEHICLE TRACKING CONTROL	2	EA	\$ 705.00	\$ 1,410.00
208-00001-17	STABILIZED STAGING AREA	1	LS	\$ 1,060.00	\$ 1,060.00
208-00045-17	CONCRETE WASHOUT STRUCTURE	1	EA	\$ 1,700.00	\$ 1,700.00
TESC SUBTOTAL ALLEY 17 =					\$ 5,370.50
700-00000-17	F/A MINOR CONTRACT REVISIONS	1	F/A	\$10,000.00	\$10,000.00
SUBTOTAL ALLEY 17 =					\$ 239,492.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

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> IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com <b>FAX (A/C, No):</b>
<b>INSURED</b> RME Ltd., LLC d/b/a Elite Surface Infrastructure 1199 Atchison Court Castle Rock, CO 80109	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Cincinnati Insurance Company <b>INSURER B:</b> *Pinnacol Assurance <b>INSURER C:</b> Homeland Insurance Company of New York <b>INSURER D:</b> Lloyd's <b>INSURER E:</b> <b>INSURER F:</b>

License#: PC-1210733  
PLMASPH-01**COVERAGES****CERTIFICATE NUMBER:** 461152004**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:			EPP0470826	1/2/2021	1/2/2022	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0470826	1/2/2021	1/2/2022	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			EPP0470826	1/2/2021	1/2/2022	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 <input checked="" type="checkbox"/> N	N/A	4072572	1/2/2021	1/2/2022	<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			7930074010003	1/2/2021	1/2/2022	Pollution Each Occur. \$1,000,000
D	2nd Layer Excess			SCX1009021	1/2/2021	1/2/2022	Exc Each Occurrence \$2,000,000 Excess Aggregate \$2,000,000

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

Re: 2021 Downtown Alley Improvements Project

**CERTIFICATE HOLDER****CANCELLATION**Town of Castle Rock, CO  
Attn: Town Attorney  
100 N. Wilcox Street  
Castle Rock CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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