



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(East Plum Creek Open Space Well Facility)**

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 **GLOBAL UNDERGROUND CORPORATION**, 641 Winters Drive, Colorado Springs, Colorado 80907 ("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	2/21/2023
2	2/25/2023
3	2/28/2023
4	3/1/2023

7. Special Conditions of the Contract: None.

8. The following Specifications:

East Plum Creek Open Space Well Facility Issued for Bid Specifications

9. The following Drawings/Reports:

East Plum Creek Open Space Well Facility Issued for Bid Drawings

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 **\$2,375,650.01** ("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.

TERM. The term shall commence upon execution of the Contract and terminate on December 31, 2023, unless an extension of the Contract is agreed to in writing by the Town and the Contractor.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within **14** working days from the date of the Notice to Proceed, and must complete work within **180** working 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 4th day of April, 2023.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

GLOBAL UNDERGROUND CORPORATION

By: 

Title: President/CEO

EXHIBIT 1

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: East Plum Creek Open Space Well Facility

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

Global Underground Corp,

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 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 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 4.

Addenda No.	<u>1</u>	Date	<u>2-21-2023</u>
Addenda No.	<u>2</u>	Date	<u>2-25-2023</u>
Addenda No.	<u>3</u>	Date	<u>2-28-2023</u>
Addenda No.	<u>4</u>	Date	<u>3-1-2023</u>
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: Global Underground Corp

641 Winters Drive
ADDRESS: Colorado Springs, CO 80907

Attest:

SECRETARY: 
(if corporation) Eric Ensign

BY: 
Robert Meadows

TITLE: President

DATE: 3-3-2023

BID SCHEDULE

1. BASE BID

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$100,000.00	\$100,000.00
2	Tie-in to 6" Raw	1	LS	\$6,000.00	\$6,000.00
3	Tie-in to 12" Raw	1	LS	\$7,000.00	\$7,000.00
4	Tie-in to 16" Potable	1	LS	\$11,000.00	\$11,000.00
5	Install 12" Pipe	1700	LF	\$170.00	\$289,000.00
6	Install 8" Pipe	1060	LF	\$115.00	\$121,900.00
7	Install 6" Pipe	300	LF	\$266.00	\$79,800.00
8	Install 4" Pipe	90	LF	\$80.00	\$7,200.00
9	Install 3" Pipe	175	LF	\$178.00	\$31,150.00
10	12" HDD	1	LS	\$401,000.00	\$401,000.00
11	12" Bore	1	LS	\$157,000.00	\$157,000.00
12	Meter Vault	1	LS	\$217,000.00	\$217,000.00
13	Sample Station	1	EA	\$3,200.00	\$3,200.00
14	12" Gate Valve	6	EA	\$7,000.00	\$42,000.00
15	8" Gate Valve	2	EA	\$5,000.00	\$10,000.00
16	6" Gate Valve	4	EA	\$2,200.00	\$8,800.00
17	3" Gate Valve	2	EA	\$1,700.00	\$3,400.00
18	Tie-in at Pitless Unit	3	EA	\$4,600.00	\$13,800.00
19	ARV Vault	4	EA	\$14,000.00	\$56,000.00
20	Well Head Protection (Cages and Concrete Pads)	3	EA	\$1,800.00	\$5,400.00
21	Site Driveway and Access	1	LS	\$25,000.00	\$25,000.00
22	Site Fencing	1	LS	\$21,000.00	\$21,000.00
23	Electrical	1	LS	\$324,000.00	\$324,000.00
24	Instrumentation, Integration and Controls	1	LS	\$128,000.00	\$128,000.00
25	Blow-off Structure	1	LS	\$5,000.00	\$5,000.00
26	Testing	1	EA	\$25,000.00	\$25,000.00
27	Temporary Blow-off	6	EA	\$1,000.00	\$6,000.00
28	Traffic Control	1	LS	\$13,000.00	\$13,000.00

	Description	Quantity	Units	Unit Price	Total Price
29	Dewatering	1	LS	\$0.01	\$0.01
30	GESC and Site Restoration	1	LS	\$86,000.00	\$86,000.00
31	Shade Structure	1	LS	\$50,000.00	\$50,000.00
32	Backflow Assembly Exterior to Vault	1	LS	\$57,000.00	\$57,000.00
33	Soil Amendment	400	CY	\$60.00	\$24,000.00
34	Fire Hydrant Assembly including Lateral	1	LS	\$41,000.00	\$41,000.00

Two million three hundred seventy five thousand six hundred fifty
Total Base Bid in Words (Items 1 -34)

dollars and one cent

\$ 2,375,650.01
Total Base Bid

EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Robert Meadows, an authorized representative of **Global Underground Corporation**, 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, **Global Underground Corporation** represents and warrants that it is its 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. **Global Underground Corporation** understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require **Global Underground Corporation** work exclusively for the Town, except that **Global Underground Corporation** 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.
- **Global Underground Corporation** is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide **Global Underground Corporation** 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 issues checks payable to **Global Underground Corporation** a party to the Agreement; and the Town does not combine their business operations in any way with the **Global Underground Corporation’s** business, but instead maintains such operations as separate and distinct.

- **Global Underground Corporation** understands 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.
- **GLOBAL UNDERGROUND CORPORATION UNDERSTANDS THAT NEITHER GLOBAL UNDERGROUND CORPORATION NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **GLOBAL UNDERGROUND CORPORATION UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR:

GLOBAL UNDERGROUND CORPORATION

By: _____

Name

STATE OF COLORADO)

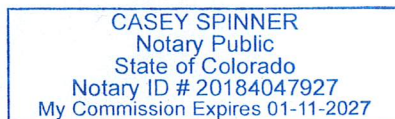
) ss.

COUNTY OF El Paso)

The foregoing instrument as acknowledged before me this 28th day of March,
2022 by Robert Meadows as President/CEO of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires: 01-11-2027



Notary Public