

RESOLUTION NO. 2017-

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT
FOR THE 2017 BRIDGE REHABILITATION FOR MEADOWS PARKWAY OVER UPRR
AND PLUM CREEK PARKWAY OVER UPRR PROJECT**

WHEREAS, as part of the 2017 Bridge Maintenance Program, the Town of Castle Rock and Kraemer North America, LLC, have agreed to the terms and conditions by which they will provide services for the 2017 Bridge Rehabilitation for Meadows Parkway over UPRR and Plum Creek Parkway over UPRR Project.

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

Section 1. Approval. The Agreement in the form attached as ***Exhibit 1*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement 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 contract, the Town Council authorizes the expenditure and payment from the 2017 appropriation account 120-3140-431-40-42 in an amount not to exceed \$711,822 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 BRIDGE REHABILITATION FOR MEADOWS PARKWAY OVER UPRR AND
PLUM CREEK PARKWAY OVER UPRR 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 **KRAEMER NORTH AMERICA, LLC** (Contractor) a Delaware limited partnership, whose address is 900 Castleton Road, Suite 220, 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. Agreement for Construction Contract;
4. The following Addenda, if any:

Number	Date	Pages
1	4/5/2017	3
2	4/10/2017	2
3	4/12/2017	1
4	4/13/2017	5

5. Special Conditions of the Contract:

Document	Title	Pages
2017 Bridge Rehabilitation for Meadows Parkway over UPRR, and Plum Creek Parkway over UPRR	Bid Documents	1-157

6. The following Specifications:
 - General Conditions
 - Standard Special Provisions
 - Project Special Provisions
 - Town of Castle Rock SOP's
7. The following Drawings:
 - Town of Castle Rock Department of Public Works, Bridge Rehabilitation Plans of Proposed Meadows Parkway over Union Pacific Railroad, and East Plum Creek, Plum Creek Parkway over Union Pacific Railroad: Date 3/14/17
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 \$700,116.00, (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 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 140 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 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:

KRAEMER NORTH AMERICA, LLC

By: 
Eric Baumgardt

Title: Assistant Secretary

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

ADDENDUM NO. 4

Bridge Rehabilitation for Meadows Parkway Over UPRR, and Plum Creek Parkway Over UPRR

Bid Schedule A – Meadows Parkway over UPRR

ITEM	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	201	CLEARING AND GRUBBING	LS	1	\$4,850.00	\$4,850.00
2	202	REMOVAL OF BRIDGE RAIL	LF	1,497	\$34.97	\$52,350.09
3	250	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	LS	1	\$10,150.36	\$10,150.36
4	601	STRUCTURAL CONCRETE COATING	SY	544	\$18.56	\$10,096.64
5	606	BRIDGE RAIL (REPLACEMENT)	LF	1,305	\$168.23	\$219,540.15
6	606	BRIDGE RAIL (SPECIAL)	LF	192	\$243.34	\$46,721.28
7	607	FENCE CHAIN LINK	LF	340	\$124.29	\$42,258.60
8	620	SANITARY FACILITY	EACH	1	\$167.00	\$167.00
9	625	CONSTRUCTION SURVEYING	LS	1	\$3,850.00	\$3,850.00
10	626	MOBILIZATION	LS	1	\$52,000.00	\$52,000.00
11	630	TRAFFIC CONTROL MANAGEMENT	LS	1	\$54,499.00	\$54,499.00
12	700	F/A MINOR CONTRACT REVISIONS	FA	1	\$ 5,000.00	\$5,000.00
13	700	F/A EROSION CONTROL	FA	1	\$ 5,000.00	\$5,000.00
14	700	F/A RAILROAD FLAGGING	FA	1	\$ 18,000.00	\$18,000.00
14	700	F/A RAILROAD PERMITS / INSURANCE	FA	1	\$ 2,500.00	\$2,500.00
16	720	MATERIALS SAMPLING AND TESTING	LS	1	\$2,000.00	\$2,000.00

Meadows Pkwy Bridge Total: \$528,983.12

Bid Schedule B – Plum Creek Parkway over UPRR

ITEM	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	201	CLEARING AND GRUBBING	LS	1	\$3,833.08	\$3,833.08
2	202	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (CLASS 2)	SF	485	\$45.95	\$22,285.75
3	202	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	SF	25	\$235.86	\$5,896.50
4	412	SILICONE JOINT SEALANT	LF	260	\$18.66	\$4,851.60
5	519	THIN BONDED OPOXY OVERLAY	SY	780	\$35.19	\$27,448.20
6	601	CONCRETE (PATCHING)	SF	510	\$40.90	\$20,859
7	602	REINFORCING STEEL – EPOXY COATED	LB	425	\$3.11	\$1,321.75
8	620	SANITARY FACILITY	EACH	1	\$167.00	\$167.00
9	625	CONSTRUCTION SURVEYING	LS	1	\$1,625.00	\$1,625.00
10	626	MOBILIZATION	LS	1	\$16,500.00	\$16,500.00
11	630	TRAFFIC CONTROL MANAGEMENT	LS	1	\$29,345.00	\$29,345.00
12	700	F/A MINOR CONTRACT REVISIONS	FA	1	\$ 5,000.00	\$5,000
13	700	F/A EROSION CONTROL	FA	1	\$ 5,000.00	\$5,000
14	700	F/A RAILROAD FLAGGING	FA	1	\$ 22,500.00	\$22,500
15	700	F/A RAILROAD PERMITS / INSURANCE	FA	1	\$ 2,500.00	\$2,500
16	720	MATERIALS SAMPLING AND TESTING	LS	1	\$2,000.00	\$2,000.00

Plum Creek Pkwy Bridge Total: \$171,132.88

TOTAL PROJECT COST: \$700,116.00

TOTAL PROJECT COST IN WORDS: Seven Hundred Thousand One Hundred Sixteen dollars