

RESOLUTION NO. 2016-

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK
AND
SCHMIDT CONSTRUCTION COMPANY
FOR THE
2016 ASPHALT PATCHING, OVERLAY AND RECONSTRUCTION PROJECT**

WHEREAS, as part of the 2016 Pavement Maintenance Program, the Town of Castle Rock and SCHMIDT CONSTRUCTION COMPANY, have agreed to the terms and conditions by which they will provide services for the 2016 Asphalt Patching, Overlay and Reconstruction 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 2016 appropriation account 120-3140-431-40-35 in an amount not to exceed \$1,840,590, account 120-3175-431-78-42 in an amount not to exceed \$94,064, account 120-3175-431-78-43 in an amount not to exceed \$141,359, and account 120-3140-431-40-42 in an amount not to exceed \$84,240 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2016 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

Sally A. Misare, Town Clerk

Paul Donahue, 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

**AGREEMENT FOR CONSTRUCTION CONTRACT
2016 ASPHALT PATCHING, OVERLAY AND RECONSTRUCTION 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 **SCHMIDT CONSTRUCTION COMPANY**, (Contractor), a Michigan corporation, whose address is 1101 Topeka Way, 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 list of 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	1/5/16	4
2	1/14/16	9
5. Special Conditions of the Contract:

Document	Title	Pages
Town of Castle Rock Construction Contract General Conditions;		22-52
Specifications	Standard Special Provisions	70-184
Specifications	Project Special Provisions	185-191
6. The following Specifications:

Section	Title	Pages
N/A	2015 Asphalt Patching, Overlay and Reconstruction Project	1-274
7. The following Drawings:

Number	Title	Date
1 - 18	Area Maps and Plans	2016
CG- 1- 13	Curb, Gutter & Sidewalk Details	3/31/10
CR- 1 - 5	Curb Ramp Details	3/31/10
1	Temporary Pavement Markings	3/31/10
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 Two Million One Hundred One Thousand, Two Hundred Nineteen and 65/100 dollars, \$2,101,219.65, 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 65 working 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 \$2,400 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
Attn: Aaron Monks
4175 N. Castleton Court
Castle Rock, CO 80109

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 _____, 2016.

ATTEST:

TOWN OF CASTLE ROCK:

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR

SCHMIDT CONSTRUCTION COMPANY

By: _____

Title: _____

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

BID SCHEDULE (ADDENDUM 2)

2016 ASPHALT PATCHING, OVERLAY AND RECONSTRUCTION PROJECT

BID SCHEDULE A

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	ASPHALT EDGE PLANING (14FT)(1")	LF	21,987	2.25	49,470.75
202B	ASPHALT PLANING (1 1/2")	SY	5,366	2.40	12,878.40
202C	ASPHALT PLANING (2")	SY	15,720	2.40	37,728.00
202D	REMOVAL OF ASPHALT MAT	SY	5,067	36.00	182,412.00
202E	REMOVAL OF CURB AND GUTTER TYPE 2	LF	1,323	8.60	11,377.80
202F	REMOVAL OF CURB AND GUTTER & WALK	LF	311	14.75	4,587.25
202G	REMOVAL OF SIDEWALK	SY	467	18.75	8,756.25
202H	REMOVAL OF CONCRETE PAVEMENT	SY	103	37.70	3,883.10
202I	REMOVAL OF CURB RAMP	SY	291	22.00	6,402.00
202J	REMOVAL OF CURB RAMP ADA DETECTABLE WARNING	SF	358	9.25	3,311.50
202K	REMOVAL OF CROSSWALK (PERRY STREET)(10"-12")	SY	840	20.80	17,472.00
203A	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	1,000	12.90	12,900.00
203B	UNCLASSIFIED EXCAVATION (CIP)(SUNSTONE LN., GRANITE CT., ANNABAR ST. AND JADE CT.)	CY	600	7.90	4,740.00
203C	POTHOLING	HR	20	263.00	5,260.00
208A	SEDIMENT CONTROL (6" WATTLE)	LF	3,428	3.20	10,969.60
208B	REINFORCED ROCK CHECK DAM	LF	228	14.50	3,306.00
208C	DIVERSION DITCH	LF	460	2.70	1,242.00
210A	ADJUST MANHOLE (OVERLAY)	EA	89	100.00	8,900.00
210B	ADJUST MANHOLE (RECON)	EA	8	730.00	5,840.00
210C	ADJUST VALVE BOX (OVERLAY)	EA	153	63.00	9,739.00
210D	ADJUST VALVE BOX (RECON)	EA	30	300.00	9,000.00
210E	REPLACE VALVE BOX (CONTINGENCY)	EA	15	205.00	3,075.00
210F	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	12	375.00	4,500.00
210G	TYPE R INLET TOP (REMOVE AND REPLACE)	SY	1	5,287.00	5,287.00
304	AGGREGATE BASE COURSE (CLASS 6 RECYCLED CONCRETE)(CONTINGENCY)	CY	1,000	24.60	24,600.00
310	FULL DEPTH RECLAMATION (12")(SUNSTONE CT., GRANITE CT., ANNABAR ST. AND JADE CT.)	SY	6,106	7.50	45,795.00
403A	HBP (LEVELING) (GR SX)	TON	20	200.00	4,000.00
403B	HBP (PATCHING)(MOB)(TRAFFIC CONTROL) (REMOVAL)(GR SX)(PG 64-22)(CONTINGENCY)(5'X5' or less)	TON	30	236.00	7,080.00
403C	HBP (PATCHING)(MOB)(TRAFFIC CONTROL) (REMOVAL)(GR SX)(PG 64-22)(CONTINGENCY)(5'X5' or more)	TON	60	322.00	19,320.00
403D	HBP (PATCHING) (GR SX) (6")(PG 64-22)(75)	SY	1,256	37.25	46,786.00
403E	HBP (PATCHING) (GR SX) (6"-9")(PG 64-22)(75)	SY	2,354	61.95	145,830.00
403F	HBP (PATCHING) (GR SX) (9"-12")(PG 64-22)(75)	SY	2,297	81.00	186,057.00
403G	HBP (1.5") (GR SX) (PG 58-28)(75)	SY	55,997	5.35	299,583.00
403H	HBP (2") (GR SX) (PG 58-28)(75)	SY	27,932	7.33	205,300.00
412A	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	36	180.00	6,480.00
412B	CONCRETE PAVEMENT (8")(HIGH EARLY)	SY	67	145.00	9,715.00

BID SCHEDULE (ADDENDUM 2)

2016 ASPHALT PATCHING, OVERLAY AND RECONSTRUCTION PROJECT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
608A	CONCRETE SIDEWALK (4")	SY	208	63.80	13,264.00
608B	CONCRETE SIDEWALK (6")	SY	259	67.55	17,495.45
608C	MOUNTABLE CURB CORNER RAMP (ADA)	SY	221	154.00	34,034.00
608D	MOUNTABLE CURB MID-BLOCK RAMP (ADA)	SY	70	178.00	12,460.00
608E	CURB RAMP ADA DETECTABLE WARNING REPAIR (CAST IRON)	SF	358	150.00	53,700.00
609A	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,323	26.40	34,927.20
609B	VERTICAL CURB, GUTTER AND SIDEWALK 7' 6"	LF	16	195.00	3,120.00
609C	MOUNTABLE CURB, GUTTER AND SIDEWALK 5' 6"	LF	24	141.00	3,384.00
609D	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	LF	271	49.40	13,387.40
614	TRAFFIC SIGNAL VEHICLE DETECTOR (TYPE 1 STOP LINE LOOPS S-614-43)(PER CDOT STANDARD SPECIFICATIONS)	EA	8	1743.00	13,944.00
620	SANITARY FACILITY	LS	1	550.00	550.00
626	MOBILIZATION	LS	1	14,400.00	14,400.00
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	98,200.00	98,200.00
630B	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	DY	100	265.00	26,500.00
720	MATERIALS SAMPLING & TESTING	LS	1	16,800.00	16,800.00
F/A	ASPHALT CEMENT COST ADJUSTMENT	LS	1	\$45,000.00	\$45,000.00
F/A	GESC AND SWMP PERMITS	LS	1	\$3,000.00	\$3,000.00
F/A	MINOR CONTRACT REVISIONS	LS	1	\$15,000.00	\$15,000.00

TOTAL PROJECT COST: 1,890,011.15

TOTAL PROJECT COST IN WORDS: One million, eight hundred

ninety thousand, eleven dollars and fifteen hundredths

BID SCHEDULE B (SUNSET DRIVE RECONSTRUCTION)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
201	CLEARING AND GRUBBING	LS	1	3,020.00	3,020.00
203	ROADWAY EXCAVATION AND EMBANKMENT (12")	SY	2,600	3.35	8,710.00
208A	SEDIMENT CONTROL (6" WATTLE)	LF	250	4.60	1,150.00
208B	REINFORCED ROCK CHECK DAM	LF	40	22.25	890.00
208C	CONCRETE WASHOUT	LS	1	315.00	315.00
208D	VEHICULAR TRACKING CONTROL	LS	1	2,505.00	2,505.00
210A	ADJUST VALVE BOX	EA	1	134.00	134.00
210B	ADJUST MANHOLE (RECON)	EA	1	770.00	770.00
304	AGGREGATE BASE COURSE (CLASS 6)(8")	SY	2,600	6.15	15,990.00
403	HBP (2") (GR SX) (PG 58-28)(75)	SY	5,200	7.45	38,740.00
412	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	60	156.00	9,360.00
609	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	780	28.10	21,918.00
620	SANITARY FACILITY	LS	1	550.00	550.00
625	CONSTRUCTION SURVEY	LS	1	2,100.00	2,100.00
626	MOBILIZATION	LS	1	14,400.00	14,400.00
630	TRAFFIC CONTROL MANAGEMENT	LS	1	7,350.00	7,350.00
720	MATERIALS SAMPLING & TESTING	LS	1	4,725.00	4,725.00
F/A	GESC AND SWMP PERMITS	LS	1	\$2,000.00	\$2,000.00

TOTAL PROJECT COST: 134,627.00

TOTAL PROJECT COST IN WORDS: One hundred thirty four

thousand, six hundred twenty seven and no hundredths

BID SCHEDULE (ADDENDUM 2)

2016 ASPHALT PATCHING, OVERLAY AND RECONSTRUCTION PROJECT

BID SCHEDULE C (ASPHALT AND CONCRETE REPAIRS TO CAS WILCOX-0.6 BRIDGE)
WILCOX AND 2ND STREET)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	ASPHALT PLANING (2")	SY	555	7.80	4,329.00
202B	REMOVAL OF CONCRETE PAVEMENT	SY	210	18.75	3,937.50
403	HBP (2") (GR SX) (PG 64-22)(75)	SY	555	14.15	7,853.25
412A	CONCRETE PAVEMENT (8")(HIGH EARLY)	SY	85	120.00	10,200.00
412B	APPROACH SLAB (12")(WITH REINFORCEMENT PER DETAIL)(HIGH EARLY)	SY	125	148.00	18,500.00
515	WATERPROOFING MEMBRANE (SINGLE COMPONENT, HOT APPLIED, ELASTOMERIC MEMBRANE)	SY	555	21.95	12,182.25
626	MOBILIZATION	LS	1	1,500.00	1,500.00
630	TRAFFIC CONTROL MANAGEMENT	LS	1	15,435.00	15,435.00
720	MATERIALS SAMPLING & TESTING	LS	1	1,155.00	1,155.00
F/A	MINOR CONTRACT REVISIONS	LS	1	\$1,500.00	\$1,500.00

TOTAL PROJECT COST: 76,581.50

TOTAL PROJECT COST IN WORDS:

Seventy six thousand, five hundred eight one dollars and fifty hundredths

TOTAL COST BID SCHEDULE A 1,890,011.15

TOTAL COST BID SCHEDULE B 134,627.00

TOTAL COST BID SCHEDULE C 76,581.50

GRAND TOTAL PROJECT COST 2,101,219.65

TOTAL PROJECT COST IN WORDS:

Two million one hundred one thousand, two hundred nineteen dollars and sixty five hundredths

Note: For project "GRAND TOTAL PROJECT COST" to be considered, all individual bid scheduled cost must be completed.

Note: Lowest bid will be based on the lowest "GRAND TOTAL PROJECT COST"