

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

**19732 – Plum Creek Parkway at Sellars Gulch
Bridge Culvert Rehabilitation**

THIS CONSTRUCTION CONTRACT (Contract) is made at the Town of Castle Rock, Colorado, between the Town of Castle Rock, Colorado 80104 (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and American West Construction, LLC, a Colorado limited liability company, 375 E. 64th Avenue, Denver, Colorado 80221 (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. The following Addenda, if any:

Number	Date	Pages
Addendum #1	April 18, 2017	All
Addendum #2	April 27, 2017	All

5. Special Conditions of the Contract:

Document	Title	Pages
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6. The following Specifications:

Town of Castle Rock Utilities Department Contract Documents for the Plum Creek Parkway at Sellars Gulch Bridge Culvert Rehabilitation Issued for Bids 4/06/2017.

7. The following Drawings:

Culvert Rehabilitation Construction Bid Plans. Federal Aid Project No. BRO M185-005.
Construction Project No. 19732, Town of Castle Rock, CO.

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 \$387,941 (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 Contractor's 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.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days, and must complete work within 60 -working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by October 31, 2017.

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 _____, 201__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Acting Town Clerk

Jennifer Green, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

AMERICAN WEST CONSTRUCTION, LLC,
a Colorado limited liability company

By: _____

Title: _____

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

American West Construction, LLC

Bid date: 5/4/2017

PLUM CREEK PARKWAY AT SELLARS GULCH BRIDGE CULVERT REHABILITATION

BASE BID SCHEDULE

CONTRACT ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITY	PAY UNIT	UNIT PRICE	COST
203-01597	Potholing	5	HOUR	250.00	1,250.00
208-00005	Erosion Log (6 inch)	150	LF	4.00	600.00
208-00045	Concrete Washout Structure	1	LS	1200.0	1,200.00
208-00070	Vehicle Tracking Pad	1	EA	2600.0	2,600.00
208-00103	Removal and Disposal of Sediment (Labor)	16	HOUR	40.00	640.00
208-00105	Removal and Disposal of Sediment (Equipment)	16	HOUR	100.00	1,600.00
208-00206	Erosion Control Supervisor	1	EA	230.00	230.00
208-00300	Temporary Berms	40	LF	26.00	1,040.00
212-00006	Seeding (Native)	1	ACRE	3515.00	3,515.00
213-00002	Mulching (Weed Free Hay)	1	ACRE	600.00	600.00
217-00020	Herbicide Treatment	20	HOUR	130.00	2,600.00
240-00000	Wildlife Biologist	20	HOUR	300.00	6,000.00
240-00010	Removal of Nests	20	HOUR	120.00	2,400.00
420-00200	Geotextile (Weed Barrier)	910	SY	2.20	2,002.00
603-00090	Culvert Lining (90 inch) (Spray Applied)	516	LF	540.00	278,640.00
603-00091	Culvert Lining (90 inch) (Paved Invert)	344	LF	100.00	34,400.00
603-00145	Culvert Lining (145 inch) (Paved Invert)	172	LF	120.00	20,640.00
607-11525	Fence (Plastic)	406	LF	3.00	1,218.00

American West Construction, LLC

Bid date: 5/4/2017

626-00000	Mobilization	1	LS	20000.00	20,000.00
627-00070	Preformed Thermoplastic Pavement Marking	168	SF	17.00	2,856.00
630-00000	Flagging	10	HOUR	32.00	320.00
630-80341	Construction Traffic Sign (Panel Size A)	10	EA	77.00	770.00
630-80356	Advance Warning Flashing or Sequencing Arrow Panel (A Type)	1	EA	2225.00	2,225.00
630-80360	Drum Channelizing Device	17	EA	35.00	595.00
TOTAL (BASE BID)					387,941.00



Brian Schrameyer, Member/President
American West Construction, LLC

5/4/2017
Date