

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Cobblestone Ranch 2 MG Water Storage Tank 18)**

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 **DN TANKS, LLC d/b/a DN TANKS OF COLORADO, LLC**, a Delaware limited liability company, 11 Teal Road, Wakefield, Massachusetts (“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. The following Addenda, if any:

Number	Date
1	February 11, 2022
2	February 18, 2022
6. Special Conditions of the Contract:

Document	Title	Pages
Supplementary Conditions dated February 2022		4
7. The following Specifications:
 - Project Manual - Technical Specifications by Bates Engineering dated February 28, 2014(520 pages)
 - AWWA D110 Type 3 Prestressed Concrete Tank performance specifications – Section 33 16 33 dated February 2022 (9 pages)
 - Town of Castle Rock Public Works Regulations and Standard Details and Specifications: <http://www.crgov.com/1827/Public-Works-Details-and-Forms>
 - Town of Castle Rock Construction Methodology and Materials Manual: <http://www.crgov.com/DocumentCenter/View/1611>
 - Town of Castle Rock Temporary Erosion and Sediment Control (TESC) Manual: <https://crgov.com/DocumentCenter/View/24270/2019-Final-TESC-Manual>
8. The following Drawings/Reports:

- 2.0 MG Cobblestone Water Storage Tank 18 Drawings by Bates Engineering dated August 27, 2021 (87 pages)
 - Geotechnical Engineering Study by HP Geotech dated October 22, 2013 (24 pages)
 - Grading, Erosion and Sediment Control Report by EMK Consultants dated February 10, 2014 (49 pages)
9. Notice of Award;
 10. Invitation to Bid;
 11. Information and Instructions to Bidders;
 12. Notice of Substantial Completion;
 13. Notice of Construction Completion;
 14. Proposal Forms, including Bid Schedules;
 15. Performance, and Labor and Material Payment Bonds;
 16. Performance Guarantee; and
 17. 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 \$4,386,765.00 (“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 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 from the date of the Notice to Proceed, and must complete work within 240 calendar 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.*

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 _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

DN TANKS, LLC d/b/a DN TANKS OF COLORADO, LLC

By: _____

Title: _____

EXHIBIT 1

CONTRACTOR'S BID

BIDDER INSTRUCTIONS:

1. Complete and Schedule A – Base Bid Form.
2. For AWWA D110 Alternate Bid, leave blank any non-applicable line items and utilize A42 Bid Adjustment. Provide additional schedule of values detailing total bid adjustment amount.

SCHEDULE A - BASE BID FORM					
Item No.	Item Description	Quantity	Unit	Unit Price (\$)	Total Price (\$)
A1	Mobilization and On-going Project Costs	LS	1	206,000.00	206,000.00
A2	Temporary Fire Protection	LS	1	3,400.00	3,400.00
A3	Traffic Control	LS	1	10,700.00	10,700.00
A4	Clearing and Grubbing	LS	1	53,400.00	53,400.00
A5	Site Maintenance	LS	1	36,000.00	36,000.00
A6	Erosion and Sedimentation Control	LS	1	104,000.00	104,000.00
A7	4-foot Safety Grid Fence	LS	1	14,700.00	14,700.00
A8	Stripping, Stockpiling and replacing Topsoil	LS	1	53,400.00	53,400.00
A9	Excavation, Sorting and Stockpiling Soil other than top soil. Includes disposal of excess and unsuitable soils.	LS	1	441,400.00	441,400.00
A10	Scarify, moisture condition and compact to 100% ASTM D 698 ± 2% Optimum, to 8-inch of sub-grade depth	LS	1	27,900.00	27,900.00
A11	Engineered Fill (3-feet of imported CDOT CL 4,5, or 6 ABC) placed in 8-inch lifts compacted to 100% ASTM D 698 ± 2% Optimum	LS	1	188,000.00	188,000.00
A12	6-inch Filter layer of CDOT CL C Filter Aggregate placed on top of the Engineered Fill.	LS	1	60,000.00	60,000.00
A13	Tank 6-inch diameter underdrain system, including lateral and perimeter pipes, clean-outs, fittings and flap gate in MH-1	LS	1	109,400.00	109,400.00
A14	Tank Wall Drainage Panel (19-foot height and 421.5-foot continuous circumferentially)	SF	8,010	4.00	32,040.00
A15	Wall backfill	LS	1	560,000.00	560,000.00
A16	Access Road – 12-Foot wide, 6-inch deep, CDOT CLA 6 ABC 0+00 to 7+18.51 road and 40 x 40-FT, 6-inch thick parking area	SY	1,200	30.00	36,000.00
A17	12-inch Welded Steel / DI Drain Pipeline 0+00 to 1+37.5 including MH-1 and 12-inch GV in MH-1	LS	1	75,400.00	75,400.00
A18	16" Inlet - Outlet welded steel and DI pipeline STA 0+00 to 3+88.67 including valve vault, electric actuated BFV	LS	1	266,700.00	266,700.00
A19	24-Inch Overflow pipeline 0+00 to 1+00 including a 24-inch flap gate in MH-1 and MH-1	LS	1	65,400.00	65,400.00

A20	24-inch Welded Steel Pipe Overflow Assembly, including wall frame	LS	1	59,100.00	59,100.00	
A21	Energy Dissipation CIPC Discharge Structure including grouted Riprap, 24-inch Flap Gate and all appurtenances	LS	1	34,700.00	34,700.00	
A22	Concrete (Tank) including labor, materials and Appurtenances	LS	1	Not Applicable	Not Applicable	CS
A23	Duro 30 Bearing Pad - Material	LF	836	Not Applicable	Not Applicable	CS
A24	Duro 30 Bearing Pad - labor	LF	836	Not Applicable	Not Applicable	CS
A25	Reinforcing Steel - Labor and Materials	LS	1	Not Applicable	Not Applicable	CS
A26	Post-Tensioning Steel (Tank) including all testing, materials and labor	LS	1	Not Applicable	Not Applicable	CS
A27	5 x 9-foot Equipment Hatch including grating.	EA	1	3,700.00	3,700.00	
A28	7 x 12 feet Access hatch including Type D (outer double leaf) and Type K (inner double leaf) doors and appurtenances	EA	1	4,600.00	4,600.00	
A29	12 inch dia. Vents	EA	2	3,700.00	7,400.00	
A30	FRP Stairway including design, fabrication and installation.	EA	1	56,500.00	56,500.00	
A31	Hot dipped galvanized steel ladder at access hatch	EA	1	4,800.00	4,800.00	
A32	Tank Cleaning, Disinfecting and testing	LS	1	7,100.00	7,100.00	
A33	Pipelines Cathodic Protection including joint bonding on all joints except isolation joints	LS	1	17,400.00	17,400.00	
A34	Ground Connection at floor slab, walls and roof slab complete in place	LS	1	Not Applicable	Not Applicable	CS Per Addendum 2
A35	Seeding	LS	1	7,900.00	7,900.00	
A36	6-Foot Brown PVC Coated CLF with 3-foot barbed wire extension and 20-foot gate	LF	825	113.00	93,225.00	
A37	42-Inch 4-strand Smooth Wire Fence	LS	1	53,400.00	53,400.00	
A38	Staff Gage	EA	1	4,300.00	4,300.00	
A39	Electrical	LS	1	57,500.00	57,500.00	
A40	Telemetry	LS	1	37,400.00	37,400.00	
A41	DBI Sala Davit, Winch and Base	LS	1	16,000.00	16,000.00	
A42	Bid Adjustment (AWWA D110 Type III Tank) ^{as}	LS N/A	1 N/A	1,583,900.00	1,583,900.00	

SCHEDULE A - BASE BID TOTAL (ITEM NOS. A1 THROUGH A42 ABOVE) = \$ 4,386,765.00

Total Bid In Figures

Four million three ^{hundred} eighty six thousand and seven hundred sixty five dollars and zero cents

Total Bid In Words