

TOWN OF CASTLE ROCK, COLORADO**CONSTRUCTION CONTRACT FOR RED HAWK REUSE PIPELINE CONSTRUCTION SERVICES**

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 **Global Underground Corporation** (Contractor), a (Colorado Corporation), whose address is: **6431 Winters Drive, Colorado Springs, CO 80907**.

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. Construction Contract;
4. The following Addenda, if any:
 - Town of Castle Rock – Reuse Water Pipeline Construction Services Questions and Response Form Issued 3/6/2019
5. Special Conditions of the Contract;
6. Town of Castle Rock Construction Contract General Conditions;
7. The following Details & Specifications:
 - Town of Castle Rock Water Details:
<https://www.crgov.com/DocumentCenter/View/9195/Town-of-Castle-Rock-Water-Details?bidId=>
 - Town of Castle Rock Sanitary Sewer Details:
<https://www.crgov.com/DocumentCenter/View/1427/SANITARY-SEWER-DETAILS-2012?bidId=>
 - Town of Castle Rock Water System Design Criteria Manual
<https://www.crgov.com/DocumentCenter/View/1529/Water-Criteria-Manual?bidId=>
 - 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 Grading and Erosion Control Manual
<http://www.crgov.com/DocumentCenter/View/1265>
8. Drawings;
9. Supplementary Conditions;
10. Notice of Award;
11. Request for Proposals:
 - Town of Castle Rock RFP to provide Reuse Water Pipeline Construction Services – RFP 2019-03 Issued 2/25/2019
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;

- 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 **\$1,381,314 (One Million Three Hundred Eighty-One Thousand Three Hundred and Fourteen Dollars)** (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 Proposals attached as **Exhibit 1** and **Exhibit 2**. 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

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 **\$ 500** 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.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

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

RED HAWK REUSE PIPELINE	00 50 00 - 3	APRIL 2019
CONSTRUCTION SERVICES		CONTRACT FORMS

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 _____, 2019.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Town Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

Global Underground Corporation

By: _____

Title: _____

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



March 11, 2019

Mr. Josh Hansen, Project Manager
Castle Rock Water
175 Kellogg Ct.
Castle Rock, CO 80109

RE: RFP 2019-03 Reuse Water Pipeline Construction Services

Dear Mr. Hansen:

Global Underground Corp. is pleased to offer the following Schedule of Values (Attachment B), and Direct Cost Rate Sheet showing expected labor classifications and pieces of equipment required to perform the work, for the Reuse Water Pipeline Construction Services Project.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Powilleit".

Rob Powilleit
Vice President
Global Underground Corp.
641 Winters Drive
Colorado Springs, CO 80907

Global Underground Corp

Reuse Pipeline Proposed Schedule of Values

Number	Description of Work				
		Quantity	Unit	Unit Price	Amount
1	Mobilization/demobilization	1	LS	\$ 52,000.00	\$ 52,000.00
2	Site preparation GESC BMP's	1	LS	\$ 100,000.00	\$ 100,000.00
3	8-inch PVC (Purple C900 DR14), unrestrained	11,800	LF	\$ 34.00	\$ 401,200.00
4	8-inch PVC (Purple C900 DR14), restrained	4,000	LF	\$ 37.00	\$ 148,000.00
5	8-Inch CARV & vault	12	EA	\$ 7,500.00	\$ 90,000.00
6	8-inch waterline depression (incl fittings, kb's, etc)	8	EA	\$ 2,000.00	\$ 16,000.00
7	Fire Hydrant Assembly for low pt blowoff (incl purple paint, signage, appurtenances)	8	EA	\$ 7,000.00	\$ 56,000.00
8	8-inch gate valves	16	EA	\$ 2,000.00	\$ 32,000.00
9	tracer wire	16,400	LF	\$ 0.25	\$ 4,100.00
10	tracer wire test stations every 500 feet	34	EA	\$ 125.00	\$ 4,250.00
11	Dewatering	1	LS	\$ 3,000.00	\$ 3,000.00
12	Overexcavation and Trench Stabilization	150	CY	\$ 60.00	\$ 9,000.00
13	Cut	100	CY	\$ 1.00	\$ 100.00
14	Fill	100	CY	\$ 1.00	\$ 100.00
15	Rock excavation and disposal	100	CY	\$ 50.00	\$ 5,000.00
16	Controlled strength material	125	CY	\$ 100.00	\$ 12,500.00
17	Asphalt removal and disposal	300	SY-IN	\$ 0.50	\$ 150.00
18	Permanent asphalt pavement patching	300	SY-IN	\$ 15.00	\$ 4,500.00
19	2" Asphalt Overlay	50	SY	\$ 24.00	\$ 1,200.00
20	Concrete pavement removal and replacement	50	CY	\$ 25.00	\$ 1,250.00
21	Concrete curb and gutter removal and replacement	150	LF	\$ 25.00	\$ 3,750.00
22	Class 6 ABC (gravel roads/drives/shoulder repair)	125	CY	\$ 30.00	\$ 3,750.00
23	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
24	Site Restoration and Revegetation	10	AC	\$ 1,500.00	\$ 15,000.00
25	connect to existing 16" Reuse line (cut-in blind flange tee w/ KB, new 8" GV)	1	EA	\$ 10,000.00	\$ 10,000.00
26	connect to HDD/Bored installation, both sides	5	EA	\$ 3,000.00	\$ 15,000.00
27	Hydrostat testing, materials testing, commissioning, startup	1	LS	\$ 1,000.00	\$ 1,000.00
28	utility potholing	70	EA	\$ 290.00	\$ 20,300.00
29	other as identified by contractor - Construction Fence (orange plastic with tee posts)	1	LF	\$ 2.00	\$ 2.00
30	other as identified by contractor - Erosion Control Blanket over seeded areas	1	SY	\$ 2.25	\$ 2.25
31	other as identified by contractor - Restrain 16" PVC at tie in point (108' e.w. of tee)	1	LS	\$ 9,000.00	\$ 9,000.00
32	other as identified by contractor - Pipe Encasement of 24" SS pipe at tie in point (20')	1	LS	\$ 10,000.00	\$ 10,000.00
33	other as identified by contractor - Headwall (others to lower water level of pond)	1	EA	\$ 10,000.00	\$ 10,000.00
34	Deduct 8" Bell & Spigot C900 DR14 Purple Pipe - Purchased by TOCR PO # 001841	1	LS	- \$ 42,320.00	- \$ 42,320.00
	TOTAL				\$ 998,334.25



Equipment and Labor Rate Sheet

Reuse Water Pipeline Construction Services

Equipment and Labor Rate Sheet

Open Cut Item Description

Crew Labor

Hourly Non-Overtime Direct Rate

Superintendent – Open Cut	\$50.00
Foreman – Open Cut	\$40.00
Equipment Operator	\$32.00
Laborer – Lead	\$27.00
Laborer – General	\$23.00

Crew Equipment

Hourly Direct Equipment Rate (Wet)

Pickup Truck	\$16.00
300 Class Excavator	\$114.00
200 Class Excavator	\$57.00
938 Cat Loader	\$50.00
D5 Dozer	\$50.00
Sheepsfoot Roller (Ride On)	\$50.00
Water Truck	\$30.00
Trench Shoring	\$10.00
Connex Trailer	\$14.00
Semi-Truck	\$39.00
Float Trailer	\$14.00



PROPOSAL

To:	Town Of Castle Rock Utilities Department	Contact:	Josh Hanson
Address:	175 Kellogg Ct Castle Rock, CO 80109	Phone:	(720) 733-6043
		Fax:	
Project Name:	Castle Rock Water Re-Use Line - Bores	Bid Number:	
Project Location:	Castle Rock, CO	Bid Date:	3/25/2019

GLOBAL UNDERGROUND CORP. HEREBY SUBMITS SPECIFICATIONS AND ESTIMATES TO:

Directional bore and install a 8" FPVC re-use waterline as well as Auger bore and install a 16" Steel Casing across the railroad in locations as specified by the Town of Castle Rock.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Auger					
1	Auger Bore and install one 16"x.375" Steel Casing (bare) across BNSF RR	120.00	LF	\$874.00	\$104,880.00
2	Materials - 16"x.375" Wall Steel Casing (Bare)	120.00	LF	\$60.00	\$7,200.00
Total Price for above Auger Items:					\$112,080.00
HDD					
3	Directional Bore across N Meadows Dr and install one 8" FPVC Pipe	450.00	LF	\$180.00	\$81,000.00
4	Directional Bore across a drainage ditch & Concrete walkway and install one 8" FPVC Pipe	250.00	LF	\$180.00	\$45,000.00
5	Directional Bore across Meadows Pkwy and install one 8" FPVC Pipe	605.00	LF	\$180.00	\$108,900.00
6	Directional Bore across Prairie Hawk Dr and install one 12" FPVC Pipe	200.00	LF	\$180.00	\$36,000.00
Total Price for above HDD Items:					\$270,900.00
Total Base Bid Price:					\$382,980.00

ALTERNATE

7	Directional Bore through Solid Formations up to 4000 PSI (unconfined pressure tested) - Billed in addition to the base unit price listed	1.00	LF	\$70.00	\$70.00
Total Price for above Items:					\$70.00

Notes:

- **Inclusions:**
- City or County Permit Acquisition - Fees waived
- Railroad Flaggers
- Supply Safety Fence for Bore operations
- Supply / Install Steel Plates as needed
- Fusion of FPVC Pipe (excludes de-beading)
- Shore pit(s) for Bore Operations
- Equipment & Labor to Assist with Movement & Assembly of Pipe
- Spoil Disposal Costs or Locations
- Supply Pipe Rollers

- #12 Copper Clad Tracer Wire
- Mobilization & Demobilization Costs
- Performance & Payment Bonds
- **Exclusions (Customer Provided):**
- Railroad Permit & associated Fees
- 8" DR14 C900 FPVC - Purple
- Utility Potholing - Completed under Open excavation contract
- Grout annulus between carrier pipe and Casing
- Conflicting Utility Relocation
- Completion of tie-ins, Backfill and compact pit(s) - Completed under Open Excavation contract
- Asphalt or Concrete Saw Cutting, Removal & Restoration
- Private Locates
- Landscape Restoration
- Minimum of 3' Separation from HDD Tooling to any Structure or Utility
- Construction water Fees
- **Clarifications:**
- Bid is based on drilling in sandy/clayey soils conditions utilizing conventional tooling. Any solid formations encountered up to 4000 PSI (unconfined pressure tested) or blow counts up to 50/6 will be completed at the rock adder price listed. If solid formations are encountered, the entire bore length will be billed at the base unit price plus rock adder. If any cobble rock is encountered, additional tooling or equipment will be needed and will be supplied at an additional negotiated cost.
- A walkover guidance system will be utilized to track the bore. If there is any interference or reasoning that will not allow a walkover system to work safely/properly, a wire line system may be required and can be supplied at an additional negotiated price.
- Global Underground will not be able to work in winter conditions if the temperatures are below 25° or if the roads are unsafe to travel on.

Payment Terms:

Payment Due in full within 30 days of invoice date.

PROPOSAL TERMS & CONDITIONS:

Global Underground will notify the State One Call for all public locates. Private locates are the responsibility of the Proposal Recipient listed above. Global Underground is not responsible for any damage to existing utilities due to inaccurately located or unmarked utilities. Any solid formations, structures or rock encountered will be completed for an additional negotiated price. Pricing for completion is based upon boring by method of battery powered sonde, other methods such as wire line or true tracker will be completed for an additional negotiated price. Price and project schedule are contingent upon no incidents or delays beyond our control. Disposal costs for contaminated materials removed from the construction site are not included in this proposal and will be an additional negotiated cost if encountered.

All Material is guaranteed to be as specified above. Any deviation from the scope of work will be completed following the acceptance of a change order. All work will be completed in a skillful manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written request and will therefore become cost in addition to the above estimate. Global Underground hereby warrants all labor and workmanship for a period of one (1) year (or longer, if so provided by law, and to the extent provided by law) from the date of completion of our portion of the project. Misuse, neglect and damage caused by others is specifically excluded.

This proposal becomes a binding agreement with all terms and conditions as set forth herein upon acceptance by both parties or by the commencement of work. Global Underground reserves the right to charge up to 21% interest annually for all overdue invoices. Should disputes regarding payment of this contract arise, Global Underground reserves the right to recover any attorney's fees that may be associated with such a dispute.

NOTE:

This Proposal may be withdrawn by Global Underground Corp. if it is not accepted within 30 days.

ACCEPTANCE OF PROPOSAL:

I have read and understand the conditions specified in this proposal and have found them to be satisfactory. Global Underground is authorized to complete the work as specified above.

Global Underground Corp. 641 Winters Drive Colorado Springs, CO 80907 719-471-7414

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Global Underground Corp

Authorized Signature: _____

Estimator: Robert Powilleit
(719) 243-2264 rpowilleit@globalug.com