

TOWN OF CASTLE ROCK, COLORADO**CONSTRUCTION CONTRACT****CR-1 Diversion 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 T. Lowell Construction, Inc. (Contractor) a Colorado corporation, whose address is 3211 S. I-25, 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. Construction Contract;
4. The following Addenda, if any:

Number	Date	Pages
1	2/3/16	7
2	2/7/16	33
3	2/7/16	1
4	2/7/16	1
5	2/8/16	29

5. Special Conditions of the Contract:

Document	Title	Pages
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6. The following Specifications:
Town of Castle Rock Municipal Code
7. The following Drawings:
East Plum Creek CR-1 Diversion Plans

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 \$500,000.00 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 (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 7 calendar days, and must complete work within 55-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by May 22, 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 \$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.

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

Sally A. Misare, Town Clerk

Jennifer Green, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

T. Lowell Construction, Inc.

By: _____

Title: _____

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

EXHIBIT 1
(PROPOSAL/BID)

BID PROPOSAL

PROJECT: CR-1 DIVERSION

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

T. LONELL CONSTRUCTION, INC.

a Corporation incorporated in the State of COLORADO

-OR- _____, a partnership, / limited partnership, (select one), registered in the State of _____, whose general partner(s) is/are

-OR- _____
a sole proprietor, whose trade name is _____

in the Town of _____, State of _____, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 5.

Rev: 6-22-2010

RETURN BID TO: TOWN OF CASTLE ROCK
UTILITIES DEPARTMENT
175 Kellogg Court
Castle Rock, CO 80109

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: T. LOPEL CONSTRUCTION, INC.

BY: _____

ADDRESS: 3211 S. 125, CASTLE ROCK, CO 80109

TITLE: _____

Attest:

SECRETARY: _____

J. A. J.
(if corporation)

DATE: 02.14.17

BID SCHEDULE
Addendum 2 – 2/7/17

I. BASE BID

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	25,000	25,000
2	24-inch HDPE Pipe Modifications	1	LS	20,000	20,000
3	Wet Well Installation	1	LS	73,000	73,000
4	Meter Vault Installation	1	LS	40,000	40,000
5	12-inch Pipe Installation	1190 1300	LF	90	94,400
6	30-inch Tie-in	1	LS	10,000	10,000
7	Asphalt Remove and Replace	250	SF	15	3750
8	Curb Remove and Replace	10	LF	90	900
9	Electrical and Controls	1	LS	200,000	200,000
10	Dewatering	1	LS	8000	8000
11	GESC	1	LS	20,000	20,000
12	Depression	1	LS	4950	4950

FIVE HUNDRED THOUSAND DOLLARS

Total Base Bid in Words (Items 1 – 12)

\$ 500,000.⁰⁰

Total Base Bid In Figures

BIDDER'S QUALIFICATIONS AND DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: T. LONELL CONSTRUCTION, INC.
2. Permanent main office address: 3211 SOUTH I-25
CASTLE ROCK, CO 80109
3. Phone: 303-688-2350 Fax # 303-688-2351
4. Bidder's federal tax identification number 84-1158165
5. The Bidder is organized as a CORPORATION
6. The date the Bidder was organized in its current form: JANUARY 1, 1991
7. If a corporation, the state where it is incorporated: COLORADO
8. How many years have you been engaged in the contracting business under your present firm or trade name? 44 YEARS
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)
SEE ATTACHED "WORK IN PROGRESS"
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
10. General character or work performed by your company:
CONCRETE, EXCAVATION, UTILITIES
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? NO If so, where and why?
12. Have you ever been charged liquidated damages on a contract? NO If so, where and why?
13. List your major equipment AVAILABLE FOR THIS PROJECT:
SEE ATTACHED "FLEET INVENTORY"
14. Experience in construction work similar in contract price to this project: SEE ATTACHED "PROJECTS"
 - a. Job/\$ _____ / _____
Contact Name/Phone _____

b. Job/\$ _____ / _____

Contact Name/Phone _____

c. Job/\$ _____ / _____

Contact Name/Phone _____

15. Background and experience of the principal members of your organization, including officers:

SEE ATTACHED "RESUMES"

16. Bonding Limit: \$ 25,000,000

17. Bonding Company: HARTFORD FIRE INSURANCE Phone # 303-645-8612

Address: 6430 SOUTH FIDDLERS GREEN CIRCLE, SUITE 400
GREENWOOD VILLAGE, CO 80111

18. Bank Reference(s): COLORADO BUSINESS BANK
ATTN: GREG KOTTMAN
303-312-3426

19. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by the Town of Castle Rock? YES

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Castle Rock in verification of the recitals in this statement of Bidder's Qualifications and Data.

CONTRACTOR: T. LOWELL CONSTRUCTION, INC.

BY: _____

ADDRESS: 3211 S. 1-25, CASTLE ROCK, CO 80109

ITS: _____

Title

Attest:

SECRETARY: 
(if corporation)

DATE: 02.14.07

BIDDER'S OFFICIALS DATA

Bidder's name T. LOWELL CONSTRUCTION, INC.

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)

Name TIM LOWELL

Title PRESIDENT Social Security Number [REDACTED]

Home address 3211 SOUTH I-25

Town, State, Zip CASTLE ROCK, CO 80109

Other companies with whom this person has been affiliated in last 10 years _____

NEATLINE STRUCTURES, INC.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? NO

Name TIAA LOWELL JR

Title VICE PRESIDENT Social Security Number [REDACTED]

Home address 1750 TAYLOR MOUNTAIN ROAD

Town, State, Zip LOUISVILLE, CO 80114

Other companies with whom this person has been affiliated in last 10 years NA

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

Name LEVI LOWELL

Title SECRETARY / TREASURER Social Security Number [REDACTED]

Home address 161 FRANKS CLUB DR

Town, State, Zip CASTLE ROCK, CO 80109

Other companies with whom this person has been affiliated in last 10 years NA

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

Name _____

Title _____ Social Security Number _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of COLORADO)
) ss
County of DOUGLAS)

, Being duly sworn deposes and says

that: TIM LOWELL IS
(Insert name)

1. he/she is the VICE PRESIDENT (Title) of T. LOWELL CONSTRUCTION, INC., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: T. LOWELL CONSTRUCTION, INC.

BY: [Signature]

ADDRESS: 3711 S. 1-TH, CASTLE ROCK, CO 80108

TITLE: V.P.

Attest:

SECRETARY: [Signature]
(if corporation)

DATE: 02-14-17

(SEAL)

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: SUN VALLEY ELECTRIC
Address: 5475 HWY 86, UNIT 3, ELIZABETH, CO 80107
Proposed work and percentage of total work to be assigned: ELECTRICAL
Percentage 36 %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %
