

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(McMurdo Gulch Stream Reclamation Project – Priority 2)**

THIS CONSTRUCTION CONTRACT (“Contract”) between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **TEZAK HEAVY EQUIPMENT CO., INC.**, a Colorado corporation, 205 Tunnel Drive, Canon City, CO 81212 (“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	Pages
<i>Addendum #1</i>	<i>11/3/21</i>	<i>28</i>
<i>Addendum #2</i>	<i>11/8/21</i>	<i>17</i>
6. Special Conditions of the Contract:

Document	Title	Pages
<i>Contract Documents</i>	<i>Standard Special Provisions</i>	<i>2</i>
<i>Contract Documents</i>	<i>Mile High Flood District (MHFD) Section 00 73 00 – 00 73 99 Supplementary Conditions.</i>	<i>36</i>
7. The following Specifications:
 - Urban Drainage and Flood Control District (UDFCD) / Mile High Flood District (MHFD) Standard Specifications
 - Town of Castle Rock Construction Methodology and Materials Manual
 - Town of Castle Rock Temporary Erosion and Sediment Control (TESC) Manual.
 - Town of Castle Rock Details.
8. The following Drawings:
 - Contract Drawings for the Construction of McMurdo Gulch Stream Reclamation Project – Priority 2 Improvements; 26 pages.

- Temporary Erosion and Sediment Control (TESC) Plan for McMurdo Gulch Stream Reclamation Priority 2 Project; 10 pages.
- Subsurface Utility Engineering (SUE) Plan; 12 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 (Base Bid plus Bid Alternate 1 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 **\$1,623,182.33** (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 or Proposal) 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 150 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by June 1, 2022.

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 \$ 1,750 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 _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Grey, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

TEZAK HEAVY EQUIPMENT CO., INC.

By: Daniel E. Tezak

Title: Daniel E. Tezak, President

EXHIBIT 1
(PROPOSAL/BID)

EXHIBIT 1 (2 PAGES)

MCMURDO GULCH STREAM RECLAMATION PROJECT - PRIORITY 2 IMPROVEMENTS BID SCHEDULE

BID ITEM NO.	MHFCB BID ITEM CODE	DESCRIPTION OF BID ITEM	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
BASE BID						
General						
1	GN-01-001	Clearing and Grubbing	LS	1	15,710.59	15,710.59
2	GN-02-001	Mobilization	LS	1	48,514.19	48,514.19
3	GN-04-001	Surveying	LS	1	54,366.34	54,366.34
4	GN-05-001	Traffic Control	LS	1	8,832.83	8,832.83
5	GN-06-001	Water Control	LS	1	34,569.98	34,569.98
6	GN-10-001	Materials Testing	LS	1	7,315.82	7,315.82
7	RR-05-001	Remove & Reset Fence	LF	336	5.48	1,841.28
8	RR-06-014	Remove Concrete Sidewalk / Trail	SY	36	20.39	734.04
9	RR-11-001	Remove and Replace Asphalt (Road)	SY	48	113.30	5,438.40
10	SC-08-001	Concrete Sidewalk / Trail	SY	36	109.01	3,924.36
11	SC-12-001	Concrete (Concrete Saddle, Reinforced)	CY	20	1,415.35	28,307.00
Erosion Control						
12	ESC-03-002	Check Dam, Reinforced	CY	129	175.78	22,675.62
13	ESC-05-001	Concrete Washout Area	EA	2	935.51	1,871.02
14	ESC-13-001	Sediment Control Log	LF	2122	2.31	4,901.82
15	ESC-15-001	Silt Fence	LF	2000	1.14	2,280.00
16	ESC-15-002	Construction Fence	LF	5249	1.84	9,658.16
17	ESC-15-003	Construction Marker	LF	11529	.21	2,421.09
18	ESC-17-003	Stabilized Access Road	CY	411	71.54	29,402.94
19	ESC-20-001	Vehicle Tracking Control	SY	361	36.28	13,097.08
Earthwork						
20	ESP-02-001	Earthwork, Excavation and Fill On-Site	CY	8545	10.56	90,235.20
21	ESP-02-002	Earthwork, Excavation, and Haul Off Site	CY	5371	18.54	99,578.34
22	ESP-05-001	Excavation, Muck, Replace with Approved Material	CY	900	24.10	21,690.00
23	ESP-07-001	Topsoil, Excavate, Stockpile and Replace	CY	13589	5.40	73,380.60
Rockwork						
24	RW-06-002	Boulder, Feature, 24-Inch (Boulder Cascade)	EA	80	192.18	15,374.40
25	RW-06-003	Boulder, Feature, 30-Inch (Boulder Cascade)	EA	37	305.11	11,289.07
26	RW-06-004	Boulder, Feature, 36-Inch (Boulder Cascade)	EA	36	490.99	17,675.64
27	RW-11-003	Riprap, Void-Filled, Type M	CY	498	100.12	49,859.76
28	RW-11-003	Riprap, Void-Filled, Type M (Bench Stabilization Vane)	CY	49	106.14	5,200.86
29	RW-11-004	Riprap, Void-Filled, Type H (Boulder Cascade)	CY	413	106.14	43,835.82
30	RW-11-004	Riprap, Void-Filled, Type H (Riffle Rock)	CY	3318	100.12	332,198.16
31	RW-12-002	Soil Riprap, Type L (Bank Protection)	CY	876	71.20	62,371.20
32	RW-12-003	Soil Riprap, Type M	CY	439	65.19	28,618.41
33	RW-12-003	Soil Riprap, Type M (Boulder Cascade)	CY	277	71.20	19,722.40
34	RW-13-001	Inner Berm Material	CY	209	91.21	19,062.89
Landscape						
35	LS-02-002	Erosion Control Blanket, Coconut	SY	2000	3.85	7,700.00
36	LS-02-006	Erosion Control Blanket Coir mat	SY	12136	8.73	105,947.28
37	LS-07-001	Mulch, Broadcast Straw (Under Coir Mat)	AC	2.51	2,087.31	5,239.15
38	LS-07-002	Mulch, Crimped Straw (Outside blanket area)	AC	14.34	714.08	10,239.91
39	LS-10-001	Upland Seed, Drilled	AC	12.53	838.77	10,509.79
40	LS-10-002	Riparian Seed, Drilled	AC	2.46	546.00	1,343.16
41	LS-10-003	Wetland Seed, Drilled	AC	1.50	1,442.45	2,163.68
42	LS-10-004	Riparian + Wetland Seed, Drilled	AC	0.34	1,776.42	603.98

BID SCHEDULE

BID ITEM NO.	MHFCB BID ITEM CODE	DESCRIPTION OF BID ITEM	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
43	LS-10-005	Upland Shrub Seed	AC	0.45	441.64	198.74
44	LS-10-006	Riparian Shrub Seed	AC	0.14	2,335.59	326.98
45	LS-11-001	Riffle Plugs	EA	14010	3.55	49,735.50
46	LS-11-001	Wetland Plugs	EA	9289	3.55	32,975.95
47	LS-11-001	Riparian/Stabilization Plugs	EA	2909	3.55	10,326.95
48	LS-13-001	Gamble Oak, 2" Caliper	EA	20	659.16	13,183.20
49	LS-13-001	Plains Cottonwood, 2" Caliper	EA	16	659.16	10,546.56
50	LS-14-004	Willow Cuttings	EA	2610	2.95	7,699.50
TOTAL BASE BID =						1,454,695.64

One million four hundred fifty-four thousand six hundred ninety-five dollars and sixty-four cents

TOTAL BASE BID IN WORDS

BID ALTERNATE 1 - SLOPE, BANK & BENCH PROTECTION						
50	RW-12-002	Soil Riprap, Type L (Bank Protection)	CY	300	71.20	21,360.00
51	LS-02-006	Erosion Control Blanket Coir mat	SY	16853	8.73	147,126.69
TOTAL BID ALTERNATE 1 =						168,486.69

One hundred sixty-eight thousand four hundred eighty-six dollars and sixty-nine cents

TOTAL BID ALTERNATE 1 IN WORDS

GRAND TOTAL BASE BID +BID ALTERNATE 1 =	1,623,182.33
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One million six hundred twenty-three thousand one hundred eighty-two dollars and thirty-three cents

GRAND TOTAL BASE BID +BID ALTERNATE 1 IN WORDS