## TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT (Ridge Road Widening)

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 **EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY**, a Michigan corporation, 2635 Delta Dr., Colorado Springs, Colorado 80910 ("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	<b>Pages</b>
1	March 2, 2022	405

- 6. Special Conditions of the Contract:
  - Ridge Road Widening Project No. 2017-03, Bid Documents, Addendum #1, 168 pages
- 7. The following Specifications:
  - Town of Castle Rock, Standard Special Provisions
  - Town of Castle Rock, Project Special Provisions
  - Town of Castle Rock, Standard Operating Procedure
  - Most current Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction
  - Town of Castle Rock Details and Forms
  - Most current Town of Castle Rock Construction Methodology and Materials Manual
  - Most current Castle Rock Water Department Temporary Erosion and Sediment Control (TESC) Manual
  - Most current Castle Rock Department of Storm Drainage Design and Technical Criteria Manual

- 8. The following Drawings/Reports:
  - Town of Castle Rock, Department of Public Works, Ridge Road Widening Project No. 2017-03, Addendum #1
  - Town of Castle Rock, Department of Public Works, Ridge Road Widening Project No. 2017-03, TESC Plans, Addendum #1
  - Ridge Road Widening SUE Utility Investigation
  - Ridge Road Widening Testhole Information
  - Ridge Road Widening Utility Engineering Report
- 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 \$ 4,224,475.17 ("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 ten (10) calendar days from the date of the Notice to Proceed, and must complete work within one hundred and seventy (170) calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by October 19, 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 \$2,400.00 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:

EDW. C. LEVY. CO., d/b/a SCHMIDT CONSTRUCTION COMPANY

By: Jay J.

Title: Entrest / PM .

## Ridge Road Widening Town of Castle Rock Project No. 2017-03

## **BID SCHEDULE**

EM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST		COST
201 CLEARING AND G	RUBBING	1	LS	\$3,025.00	\$	3,025.00
202 REMOVAL OF GA	TE	2	EACH	\$605.00	\$	1,210.00
202 REMOVAL OF CO	NCRETE MEDIAN COVER MATERIAL	396	SY	\$11.00	\$	4,356.00
202 REMOVAL OF CU	RB	347	LF	\$5.50	\$	1,908.50
202 REMOVAL OF CU	RB AND GUTTER	1384	LF	\$6.60	\$	9,134.40
202 REMOVAL OF CO	NCRETE PAVEMENT	1718	SY	\$12.65	\$	21,732.70
202 REMOVAL OF ASI	PHALT MAT	8544	SY	\$6.60	\$	56,390.40
202 REMOVAL OF ASS	PHALT MAT (PLANING)	8777	SY	\$2.03	\$	17,817.3
202 REMOVAL OF FEI	NCE	1828	LF	\$2.20	\$	4,021.6
202 REMOVAL OF GR	OUND SIGN	6	EACH	\$55.00	\$	330.0
202 REMOVAL OF SIG	N PANEL	4	EACH	\$342.06	\$	1,368.2
202 REMOVAL OF PAY	/EMENT MARKING	6274	SF	\$2.10	\$	13,175.4
202 REMOVAL OF DEI	LINEATOR	14	EACH	\$52.50	\$	735.0
202 CLEAN VALVE BO	X	24	EACH	\$192.50	\$	4,620.0
202 REMOVAL OF PIP	E	142	LF	\$27.50	\$	3,905.0
202 REMOVAL OF INL	ET	7	EACH	\$24.75	\$	173.2
203 UNCLASSIFIED EX	(CAVATION (COMPLETE IN PLACE)	21256	CY	\$17.60	\$	374,105.6
203 POTHOLING	,	40	HOUR	\$170.50	\$	6,820.0
203 LABORER		240	HOUR	\$28.35	\$	6,804.0
207 TOPSOIL		761	CY	\$36.75	\$	27,966.7
207 STOCKPILE TOPS	Oll	13	CY	\$52.50	\$	682.5
208 CONCRETE WASH		2	EACH	\$3,675.00	\$	7,350.0
208 VEHICLE TRACKIN		2	EACH	\$27.83	\$	55.6
208 SILT FENCE	io dolimor	2255	LF	\$2.89	\$	6,516.9
	.ET PROTECTION (TYPE 1)	287	LF	\$6.09	\$	1,747.8
208 EROSION CONTR		200	DAY	\$78.75	\$	15,750.0
210 RESET GROUND		15	EACH	\$157.50	\$	2,362.5
210 RESET SIGN PANI		5	EACH	\$380.93	**************************************	1,904.6
210 RESET LUMINAIRI		2	EACH	\$272.09	\$	544.1
210 RESET TRAFFIC S		9	EACH	\$816.27	\$	
210 RESET TRAFFIC S		2	EACH	\$2,720.91	\$	7,346.4
210 RESET TRAFFIC S		2	EACH		\$	5,441.8
210 RESET FIRE HYDE		1	EACH	\$3,237.88	\$	6,475.7
210 RESET AIR VENT	VIVI			\$6,562.50		6,562.5
	_	1	EACH	\$3,123.75	\$	3,123.7
210 ADJUST MANHOLI		9	EACH	\$685.00	\$	6,165.0
210 ADJUST VALVE BO		24	EACH	\$131.25	\$	3,150.0
210 RESET MAILBOX S		7	EACH	\$262.50	\$	1,837.5
·	OF CASTLE ROCK - PERMANENT DRILL SEEDING	3	ACRE	\$9,450.00	\$	28,350.0
213 MULCHING (WEED	,	3	ACRE	\$3,255.00	\$	9,765.0
216 SOIL RETENTION		4450	SY	\$2.63	\$	11,703.5
304 AGGREGATE BAS		10069	CY	\$45.10	\$	454,111.9
	(GRADING S)(75)(PG 64-22)	7111	TON	\$91.51	\$	650,727.6
	「(GRADING SX)(75)(PG 64-22)	3551	TON	\$93.47	\$	331,911.9
403 HOT MIX ASPHALT	「(PATCHING)(ASPHALT)	279	TON	\$172.99	\$	48,264.2
411 EMULSIFIED ASPH	IALT (SLOW-SETTING)	5020	GAL	\$2.88	_\$_	14,457.6
412 CONCRETE PAVE	MENT (10 INCH)	395	SY	\$105.95	\$	41,850.2
503 DRILLED CAISSON	I (36 INCH)	29	LF	\$756.41	\$	21,935.8
603 18 INCH REINFOR	CED CONCRETE PIPE	67	LF	\$148.50	\$	9,949.5
604 INLET TYPE R L5 (	5 FOOT)	2	EACH	\$6,572.50	\$	13,145.0
604 INLET TYPE R L10	(5 FOOT)	3	EACH	\$9,317.00	\$	27,951.0
	UARDRAIL (MGS)	19	LF	\$150.41	\$	2,857.79

# Ridge Road Widening Town of Castle Rock Project No. 2017-03

## **BID SCHEDULE**

M NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
606 END ANCHOR	AGE TYPE 3D	1	EACH	\$2,043.30	\$ 2,043.3
606 END ANCHOR	AGE (FLARED)	1	EACH	\$7,074.90	\$ 7,074.9
607 FENCE SMOO	TH WIRE WITH METAL POSTS	1983	LF	\$6.30	\$ 12,492.9
607 20 FOOT GATI	ETWIN	2	EACH	\$1,155.00	\$ 2,310.0
607 END POST		4	EACH	\$892.50	\$ 3,570.0
607 CORNER AND	LINE BRACE POST	6	EACH	\$1,050.00	\$ 6,300.0
607 FENCE (PLAST	TIC)	7375	LF	\$3.41	\$ 25,148.7
608 SIDEWALK CU	RB CHASE	10	LF	\$935.08	\$ 9,350.8
608 CONCRETE SI	DEWALK (6 INCH)	5323	SY	\$57.17	\$ 304,315.
608 CONCRETE CI	JRB RAMP	185	SY	\$166.90	\$ 30,876.
609 CURB AND GU	TTER TYPE 2 (SECTION I-B)	5770	LF	\$21.63	\$ 124,805.
	TTER TYPE 2 (SECTION II-B)	4799	LF	\$26.93	\$ 129,237.
	TTER (SECTION B) (SPECIAL) (1 FOOT)	26	LF	\$51.61	\$ 1,341.
	TTER (SECTION B) (SPECIAL) (2 FOOT)	20	LF	\$55.55	\$ 1,111.
	2 (8 FOOT) (10 INCH)	25	LF	\$76.45	\$ 1,911.
	R MATERIAL (PATTERNED CONCRETE)	23314	SF	\$9.56	\$ 222,881
	FLEXIBLE) (TYPE 1)	12	EA	\$105.00	\$ 1,260.
613 2 INCH ELECT	•	3500	LF	\$27.21	\$ 95,235
	RICAL CONDUIT (BORED)	506	LF	\$22.86	\$ 11,567
	RICAL CONDUIT (BORED)	398	LF	\$29.39	\$ 11,697
613 TYPE ONE PUI		9	EA	\$1,251.62	\$ 11,264
613 PULL BOX (TY		3	EACH	\$1,387.66	\$ 4,162
613 WIRING	EAG)	1	LS	\$40,298.78	\$ 40,298
614 ILLUMINATED	SIGN	3	EACH	\$4,897.63	\$ 14,692
614 SIGNAL HEAD		2	EACH	\$179.58	\$ 359
		2	EACH		\$
	SIGNAL FACE (16) (COUNTDOWN)	2		\$734.64	1,469
614 TRAFFIC SIGN	, .	616	EACH LF	\$865.25	\$ 1,730
	OST (2 X 2 INCH TUBING)			\$21.00	\$ 12,936
614 PEDESTRIAN I		2	EACH	\$380.93	\$ 761
	AL VEHICLE DETECTOR (MICRO TYPE) (NON-INVASIVE)		EACH	\$3,020.20	\$ 12,080
614 BARRICADE (T		36	EACH	\$52.50	\$ 1,890
614 SIGN PANEL (C	•	389	SF	\$34.65	\$ 13,478
	R RAPID FLASHING BEACON	10	EA	\$5,550.65	\$ 55,506
619 12 INCH PLAS		30	LF	\$57.75	\$ 1,732
620 SANITARY FAC		2	EACH	\$1,837.50	\$ 3,675
621 DETOUR PAVE		100	SY	\$61.05	\$ 6,105
625 CONSTRUCTION		1	LS	\$48,000.00	\$ 48,000
626 MOBILIZATION		1	LS	\$155,000.00	\$ 155,000
627 PAVEMENT MA		152	GAL	\$89.25	\$ 13,566
627 EPOXY PAVEN		86	GAL	\$173.25	\$ 14,899
627 PREFORMED F	PLASTIC PAVEMENT MARKING (WORD/SYMBOL)	791	SF	\$24.99	\$ 19,767
627 PREFORMED F	PLASTIC PAVEMENT MARKING (XWALK/STOP LINE)	1181	SF	\$18.69	\$ 22,072
630 TRAFFIC CON	FROL MANAGEMENT	1	LS	\$180,363.75	\$ 180,363
630 VARIABLE MES	SAGE SIGN (VMS) (2 EA per day)	50	DAY	\$157.50	\$ 7,875
630 UNIFORMED T	RAFFIC CONTROL	8	HOUR	\$141.75	\$ 1,134
630 TRAFFIC SIGN	AL (TEMPORARY)	1	LS	\$27,209.05	\$ 27,209
720 MATERIALS SA	MPLING AND TESTING	1	LS	\$44,315.25	\$ 44,315
FORCE ACC	<u>OUNTS</u>				

# Ridge Road Widening Town of Castle Rock Project No. 2017-03

### **BID SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST				
TOTAL PROJECT COST \$									
TOTAL PROJECT COST IN WORDS:									
Four Million, Two Hundred Twenty-Four Thousand, Four Hundred Seventy-Five and 17/100									

Note: For project "TOTAL PROJECT COST" to be considered, all individual bid schedule costs must be completed.

Note: Lowest bid will be based on the lowest "TOTAL PROJECT COST".



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

		rms and conditi cate holder in lie					olicies may require an er	ndorsei	ment. A state	ement on thi	s certificate does not co	onfer ri	ghts to the
PRODUCER								CONTACT					
Hylant - Detroit								PHONE	o, Ext): 248-643	3_8750	FAX		
		V. Big Beaver R I 48084	₹d.	Ste 400					ss: susan.tho		(A/C, No):		
110	y ivi	1 40004						ADDRE					NAIG #
									RA: Old Repu		DING COVERAGE		NAIC #
INSU	RFD						EDWCLEV-01						24147
Sc	hmic	t Construction	Со							i Guarantee d	& Liability Ins Co		26247
		elta Drive		.0.10				INSURE					
Co	iora	do Springs, CO	80	910				INSURE					
								INSURE					
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INSR LTR		TYPE OF INS	SURA	ANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF POLICY EXP (MM/DD/YYYY)		LIMITS	3	
A	Х	COMMERCIAL GEN	ERA	L LIABILITY	Y	****	MWZY31417521		10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 5,000,0	000
		CLAIMS-MADE	. [>	OCCUR							DAMAGE TO RENTED	\$ 500,00	
											,	\$0	
	Х	Broad Form P.D.									` ' ' '	\$ 5,000,0	000
	GEN	I'L AGGREGATE LIMI	TAP	PPI IES PER:								\$ 10,000	
		POLICY X PRO		LOC								\$ 5,000,0	
		OTHER:										\$ 5,000,0	
Α	AUT	OMOBILE LIABILITY					MWTB31418321		10/1/2021	10/1/2022	0.0110.0100.00101.0101.010	\$ 5,000	200
	Х	ANY AUTO										\$ 5,000,000 \$	
		ALL OWNED		SCHEDULED							BODILY INJURY (Per accident)	\$	
	Х	AUTOS AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$			
				AUTOS								\$	
В	Х	UMBRELLA LIAB	>	OCCUR			AUC682124003		10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 15,000	000
	EXCESS LIAB CLAIMS-MADE									\$ 15,000			
		DED X RETEN										\$	,
Α		KERS COMPENSATI	ON	- + 0	MWXS31417421			10/1/2021	10/1/2022	X PER STATUTE OTH-	·		
	ANY	EMPLOYERS' LIABIL PROPRIETOR/PARTN	IER/E	EXECUTIVE T								\$ 1,000,0	000
		CER/MEMBER EXCLU Idatory in NH)	JDED	)?	N/A	1					E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below											\$ 1,000,0	
												, , , , , ,	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Ridge Road Widening The Town of Castle Rock is additional insured with respect to general liability on a primary and non-contributory basis as required by written contract or											ct or		
agr	eem	ent.											
CE	RTIF	ICATE HOLDE	R					CANO	ELLATION				
The Town of Castle Rock								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
100 Wilcox Street Castle Rock CO 80104						AUTHO	RIZED REPRESEI	NTATIVE					
00000 10000 00 10 1								Miller & Wet					