



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(2023 Curb, Gutter, and Sidewalk Replacement Project)**

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 **CHATO'S CONCRETE, LLC**, a Colorado limited liability company, 8326 Quivas Way, Denver, Colorado 80221 ("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. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

2023 Facilities – 1 Addendum

7. Special Conditions of the Contract:
 - a. ProjSec105 No open excavation
 - b. ProjSec107 Public Notification
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 **\$1,143,835.00** ("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.

TERM. The term shall commence upon execution of the Contract and terminate on December 31, 2023, unless an extension of the Contract is agreed to in writing by the Town and the Contractor.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 3 working days from the date of the Notice to Proceed, and must complete work within **45** working days from and including the date of Notice to Proceed, according to the General Conditions, or by June 12, 2023, whichever date is earlier.

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

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 as **Exhibit 2**.*

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. Contractor has completed the Affidavit of Independent Contractor Status, attached as **Exhibit 3**, and submitted same at the time of execution of this Agreement. 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:

CHATO'S CONCRETE, LLC

By: _____

Title: _____








EXHIBIT 1
CONTRACTOR'S BID

2023 Curb, Gutter, and Sidewalk Replacement Project
Bid Schedule

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	REMOVAL OF CURB, GUTTER TYPE 2	LF	2,328	\$10.00	\$23,280.00
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	LF	2,099	\$15.00	\$31,485.00
202C	REMOVAL OF SIDEWALK	SY	358	\$16.00	\$5,728.00
202D	REMOVAL OF CONCRETE PAVEMENT (CROSSPAN & ALLEY CONCRETE PAVEMENT)	SY	300	\$20.00	\$6,000.00
202E	REMOVAL OF CURB RAMP	SY	1,138	\$18.00	\$20,484.00
202F	REMOVAL OF ASPHALT MAT (PATCHING)(CONTINGENCY)	SY	25	\$15.00	\$375.00
203	UNCLASSIFIED EXCAVATION (CIP) (6") (CONTINGENCY)	SY	50	\$50.00	\$2,500.00
210A	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	27	\$60.00	\$1,620.00
210B	TYPE R INLET TOP (REPAIR)	SF	729	\$100.00	\$72,900.00
304	AGGREGATE BASE COURSE (CLASS 6) (6") (CONTINGENCY)	SY	20	\$30.00	\$600.00
403	HBP (PATCHING) (GR SX) (6") (PG 58-28)(CONTINGENCY)	SY	50	\$200.00	\$10,000.00
412A	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	188	\$160.00	\$30,080.00
421B	CONCRETE PAVEMENT (10") (FILLET)	SY	112	\$150.00	\$16,800.00
608A	CONCRETE SIDEWALK (6")	SY	358	\$75.00	\$26,850.00
608B	MOUNTABLE CURB CORNER RAMP (ADA) (CAST IRON)	SY	1,006	\$120.00	\$120,720.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON)	SY	132	\$120.00	\$15,840.00
609A	VERTICAL CURB, GUTTER AND SIDEWALK 6'6"	LF	1,236	\$46.00	\$56,856.00
609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	LF	863	\$57.00	\$49,191.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	80	\$28.00	\$2,240.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	974	\$30.00	\$29,220.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	1,274	\$34.00	\$43,316.00
620	SANITARY FACILITY	LS	1	\$2,500.00	\$2,500.00
626	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
629	SURVEY MONUMENTATION	EA	7	\$750.00	\$5,250.00
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$10,000.00	\$10,000.00
630B	VARIABLE MESSAGE SIGN (VMS) (2EA Per Day)	DAY	45	\$1,000.00	\$45,000.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$25,000.00	\$25,000.00
F/A	MINOR CONTRACT REVISIONS	LS	1	\$20,000.00	\$470,000.00

TOTAL PROJECT COST: \$1,143,835.00 MA

TOTAL PROJECT COST IN WORDS: One Million One Hundred Forty Three Thousand Eight Hundred Thirty Five and Zero Cents



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2023

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		CONTACT NAME: Moody Insurance Agency, Inc. PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118		
INSURED Chato's Concrete, LLC. C&M Investments, LLC. 8326 Quivas Way Denver CO 80221-4630		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Phoenix Insurance Company		25623
		INSURER B: Travelers Property Casualty Co of America		25674
		INSURER C: Pinnacle Assurance		41190
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 23.24 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			DTC00T093495PHX23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8100T0940502326G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP0T0951142326	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0		AGGREGATE \$ 5,000,000				
			\$				
			\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4095180	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Leased/Rented Equipment			DTC00T093495PHX23	01/01/2023	01/01/2024	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Chato's Concrete, LLC. C&M Investments, LLC.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Crime - EPLI Policy:

Policy Number: 106428988

Effective Dates: 1/1/2023 - 1/1/2024

Insurer: Travelers Casualty & Surety Co (NAIC #10677)

Crime Limit: \$100,000

Employment Practices Liability Limit: \$1,000,000

General Liability

CG D2 46 04 19 - Blanket Additional Insured - Ongoing and Completed Operations as required per written contract

CG 79 88 01 19 - Blanket Additional Insured when required by written contract

CG D3 16 02 19 - Blanket waiver of subrogation status when required by written contract

Auto Liability

CAT3530215 - Blanket Additional Insured

CAT3530215 - Blanket waiver of subrogation status when required by written contract

Workers Compensation

359-B Form Includes:

Blanket waiver of subrogation status applies when required by written contract

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying Insurance coverages: General Liability and Automobile Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com.

EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Marlene Andrade, an authorized representative of **Chato's Concrete, LLC**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, **Chato's Concrete, LLC** represents and warrants that it is its express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. **Chato's Concrete, LLC** understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require **Chato's Concrete, LLC** work exclusively for the Town, except that **Chato's Concrete, LLC** may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- **Chato's Concrete, LLC** is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide **Chato's Concrete, LLC** with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.



- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town issues checks payable to **Chato's Concrete, LLC** a party to the Agreement; and the Town does not combine their business operations in any way with the **Chato's Concrete, LLC's** business, but instead maintains such operations as separate and distinct.
- **Chato's Concrete, LLC** understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **CHATO'S CONCRETE, LLC UNDERSTANDS THAT NEITHER CHATO'S CONCRETE, LLC NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **CHATO'S CONCRETE, LLC UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR:

CHATO'S CONCRETE, LLC

By: _____

Name Marlene Andrade

STATE OF COLORADO)

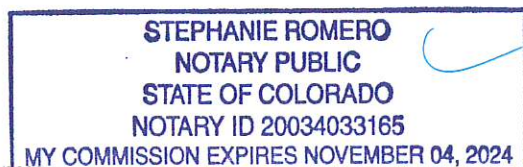
) ss.

COUNTY OF Adams)

The foregoing instrument as acknowledged before me this 13th day of March, 2023 by Marlene Andrade as Owner/Partner of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires: November 04, 2024



[Signature]
Notary Public