RESOLUTION NO. 2018-050

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND ROCKY MOUNTAIN EXCAVATING, INC. FOR THE WOLFENSBERGER ROAD/PLUM CREEK PARKWAY ROUNDABOUT PROJECT

WHEREAS, the Town of Castle Rock and Rocky Mountain Excavating, Inc. ("RME") have agreed to the terms and conditions by which RME will undertake the construction of the Wolfensberger Road/Plum Creek Parkway Roundabout Project.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

- **Section 1.** <u>Approval</u>. The Construction Contract in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Contract by and on behalf of the Town of Castle Rock, Colorado.
- **Section 2.** Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Contract, the Town Council authorizes the expenditure and payment from the 2018 appropriation account 135-3175-431.78-67, in an amount not to exceed \$1,646,024, which amount includes a 10% Town-managed contingency of \$149,638, unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 15th day of May, 2018 by the Town

Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and ____ against.

ATTEST: TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk Jennifer Green, Mayor

Approved as to form: Approved as to content:

Robert Goebel, P.E., Director of Public Works

Robert J. Slentz, Town Attorney

TOWN OF CASTLE ROCK, COLORADO CONSTRUCTION CONTRACT

(WOLFENSBERGER ROAD / PLUM CREEK PARKWAY ROUNDABOUT)

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 Rocky Mountain Excavating, Inc., a Colorado Corporation, (Contractor), whose address is 1199 Atchison Court, Castle Rock, Colorado 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	3/6/18	<u> </u>
2	3/7/18	
3	3/12/18	

5. Special Conditions of the Contract:

Document	Title	Pages
Wolfensberger Road / Plum Creek		
Parkway Roundabout	Bid Documents	1-167

- 6. The following Specifications:
 - **General Conditions**

Standard Special Provisions

Project Special Provisions

- 7. The following Drawings:
 - Town of Castle, Colorado State of Colorado W. Wolfensberger Road / Coachline Road / W. Plum Creek Parkway Intersection Improvement Project, Town Approval Block Dated 03/05/2018
- 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.

(List here any additional documents, which are intended to form part of the Contract Documents.)

Pavement Design Report Wolfensberger Roundabout Castle Rock, Colorado, Dated December 15, 2017

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 \$1,496,385.45 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 10 calendar days, and must complete work within 94 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by October 12, 2018.

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 \$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 Germodified within a Contract Document.	neral Conditions apply to the entire Contract unless
Executed this day of	, 2018.
ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jennifer Green, Mayor/Manager
APPROVED AS TO FORM:	
Robert J. Slentz, Town Attorney	
CONTRACTOR:	
Rocky Mountain Excavating, Inc.,	
By: Type	
Title: Via President	
(Insert either the Corporate or Partnership (Certificate, as appropriate)

Addendum #2 3/7/18

WOLFENSBERGER ROAD / PLUM CREEK PARKWAY ROUNDABOUT

2010-00000 Cleaning and Crutching L.S. 1 94,907,7 \$ 8,907,7 \$ 8,000,000	Item Number	WOLFENSBERGER ROAD / PLU	Unit		Unit Cost	Total
200,00010 Removal of Iree FACH 2 S417.8 8 87.5				1		
202-0019 Removal of Intel	202-00010			1 2		
202-00021	202-00019					
220-00036 Removal of Phige F 264 \$11.52 \$3.835 \$7.00 \$20-00195 Removal of Median Cover SY 66 \$11.22 \$7.00 \$20-00200 \$7.00 \$1.0	202-00021					
202-00195 Removal of Median Cover SY 66 \$11.22 \$7-00.00	202-00035					
202-00200 Removal of Sidewalk SY 208 SY 20	202-00195					
202-002011 Removal of Curb and Gutter UF 776 \$3.23 \$2.215 \$2.245 \$2.205 \$2.		Removal of Sidewalk				
202.00203 Removal of Curb and Outlet	202-00201	Removal of Curb				
202-00210 Remova of Concrete Pewment SY 1350 \$8.50 \$8.775 \$30.0032 \$30.0	202-00203	Removal of Curb and Gutter				
202-00220 Removal of Jasphat Mart SY 6968 \$6.38 \$3.09.03 \$3.09.00 \$3.00.0070 Removal of Light Shandard CACH 2 8486.13 1.696.2 \$3.00.0070 \$1.00.007	202-00210	Removal of Concrete Pavement	SY	1350		
200.00700 Removal of Light Standard EACH 2 \$844.0 3 5.806.0	202-00220	Removal of Asphalt Mat	SY	5963		
2020-04001		Removal of Light Standard	EACH	2	\$848.13	
2009.00060		Removal of Ground Sign	EACH	11	\$116.98	\$ 1,286.78
203-01100 Muck Exervation			EACH	1	\$895.94	\$ 895.94
2009-0100				4265	\$16.45	\$ 70,159.25
2020-01955				500	\$26.62	\$ 13,310.00
2009-01594					\$138.28	\$ 1,382.80
2009-01697					\$86.75	\$ 1,735.00
2079-00205				20	\$103.43	\$ 2,068.60
207-90210 Slockpile Topsoil GY 437 56.13 \$ 2,241					\$148.46	\$ 1,484.60
2089-00005						
2089-000220 Silf Fence						
2099-00035						
208-00040						
208-00045 Concrete Washout Shructure						
208-00055 Siorm Orain Intel Protection (Type II)						
208-00056 Storm Drain Inlet Protection (Type III)						
2009-00070						
210-00050 Reset Fire Hydrant						
210-00910						
210-04010						
210-04050						
ACRE						
212-00050 Sod SF 9114 \$117 \$10,683 \$122-14 \$213-00064 Mulching (Weed Free Straw) ACRE 0.68 \$1286-83 \$875.0 \$123-00064 Mulching (Weed Free Straw) ACRE 0.68 \$701.90 \$477.2 \$123-00061 Mulch Tackfirer LB 136 \$23.4 \$318.2 \$1318.2 \$134.0 \$130-00066 Mulch Tackfirer LB 136 \$23.4 \$318.2 \$130-0006 Mulch Tackfirer LB 136 \$23.4 \$318.2 \$130-0006 Mulch Tackfirer LB 136 \$23.4 \$318.2 \$130-0006 Mayorgagite Base Course (Class 6) TON \$3549 \$43.79 \$155.410.7 \$103-33741 Hot Mix Asphalt (Grading S) (75) (PG 64-22) SY 7623 \$30.19 \$230.193.3 \$103-3474 Hot Mix Asphalt (Grading S) (75) (PG 64-22) SY 7623 \$30.19 \$230.193.3 \$112.194.3 \$112.194.3 \$112.194.3 \$12						
212-1A Seeding (Upland) ACRE 0.68 \$1,286.83 \$875.03 213-000061 Mulch Tackfiler LB 136 \$2.34 \$3.870.190 \$477.2 213-000061 Mulch Tackfiler LB 136 \$2.34 \$3.812 204-00000 Aggregate Base Course (Class 6) TON 3549 \$437.9 \$155.410.7 204-00000 Aggregate Base Course (Class 6) TON 3549 \$437.9 \$155.410.7 205-03-33741 Hot Mix Asphatl (Grading SX) (75) (PG 64-22) SY 7623 \$30.19 \$2.90.193.3 403-34741 Hot Mix Asphatl (Grading SX) (75) (PG 64-22) SY 7623 \$14.71 \$112.134.3 403-34741 Hot Mix Asphatl (Grading SX) (75) (PG 64-22) SY 7623 \$14.71 \$112.134.3 504-08255 Masonry Landscape Wall (Dry Stack) SF 334 \$60.05 \$2.0,565.7 504-080255 Masonry Landscape Wall (Dry Stack) SF 334 \$60.05 \$2.0,565.7 505-000200 Rijrare (9 Inch) Poly (10 Per Complete in Place) LF 132 \$70.69 \$9.337.0 503-01185 18 Inch Reinforced Concrete Pipe (Complete in Place) LF 132 \$70.69 \$9.337.0 503-01265 36 Inch Reinforced Concrete Pipe (Complete in Place) LF 22 \$191.32 \$70.69 \$9.337.0 503-050008 36 Inch Reinforced Concrete Pipe (Complete in Place) LF 22 \$191.32 \$4.000.0 503-05018 18 Inch Reinforced Concrete Pipe (Complete in Place) LF 22 \$191.32 \$4.000.0 503-050008 36 Inch Reinforced Concrete Pipe (Complete in Place) LF 22 \$191.32 \$4.000.0 503-050008 36 Inch Reinforced Concrete Pipe (Complete in Place) LF 23 \$1.492.85 \$1.492.8 504-19110 Inlet Type R L 5 (10 Foot) EACH 1 \$1.191.02 \$1.191.00 \$1.191.00 \$1.000.0 \$1.0000000 \$1.000000000000000000000000000000000000						
213-00004 Mulching (Weed Free Straw) ACRE						
213-00061 Mulch Tacklifer LB						
304-06000 Aggregate Base Course (Class 6) TON 3549 \$43.79 \$ 155,410.7						
Hot Mix Asphalt (Grading S) (75) (PG 84-22)						
Hot Mix Asphalt (Grading SX) (75) (PG 64-22)						
412-01115 Concrete Pavement (11 Inch) (Reinforced) SY 360 \$126.78 \$45,640.8 504-08255 Masonry Landscape Wall (Dry Stack) SF 334 360.05 \$20,056.7 506-00209 Riprap (9 Inch) CY 45 \$93.80 \$4,221.0 503-01185 18 Inch Reinforced Concrete Pipe (Complete In Place) LF 132 \$70.69 \$9,331.0 503-01365 24 Inch Reinforced Concrete Pipe (Complete In Place) LF 93 \$103.35 \$9,611.5 503-01365 36 Inch Reinforced Concrete Pipe (Complete In Place) LF 22 \$191.32 \$4,209.0 503-05018 18 Inch Reinforced Concrete End Section EACH 1 \$1,492.85 \$1,492.85 503-50008 8 Inch Plastic Pipe LF 354 \$44.83 \$15.869.8 504-19310 Inleit Type R L 15 (10 Foot) EACH 1 \$11,910.0 \$11,910.0 504-19310 Inleit Type R L 5 (10 Foot) EACH 1 \$11,191.0 \$10.0 504-19310 Inleit Type R L 5 (10 Foot) EACH 3						
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18 Inch Reinforced Concrete End Section	603-01365					
Sign Panel Class Sign Panel Claps Sign Sign Sign Sign Sign Sign Sign Sign	603-05018			1		
S04-1910	603-50008			354		
Inlet Type R L 15 (10 Foot)	604-19110					
Manhole Slab Base (10 Foot)	604-19310					
Solid	604-30010					
Detectable Warnings SF 337 \$20.16 \$6,793.9	608-00006					
Solution Section Sec	608-00015					
Sign Panel (Class I) Sign Panel (Class II) Sign Support (2-Inch Round)(Post and Socket) EACH Sign Support (2-Inch Round)(Post and Socket) EACH Sign Support (2-Inch Round)(Post & Slipbase) Sign Support (2-Inch Round)	608-1A					
Substitute	609-1A		+			
Sign Superior Curb & Gutter Type MS2	609-1B	Curb & Gutter Type VC2				
Median/Crosswalk Cover Material (Patterned Concrete) SF 4678 \$13.48 \$63,059.44	609-1C					\$ 8,175.15
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Sign Panel (Class I) SF 82 \$29.25 \$ 2,398.56	613-00300					
Sign Panel (Class II) SF 444 \$35.10 \$ 15,584.41	614-00011		SF			
514-01503 Steel Sign Support (2-Inch Round)(Post and Socket) EACH 5 \$239.82 \$ 1,199.10 514-01573 Steel Sign Support (2-1/2 Inch Round NP-40)(Post & Slipbase) EACH 49 \$438.69 \$ 21,495.8 520-00020 Sanitary Facility EACH 2 \$2,401.93 \$ 4,803.8 525-00000 Construction Surveying L S 1 \$20,792.52 \$ 20,792.52 526-00000 Mobilization L S 1 \$82,443.84 \$ 82,443.84 527-00011 Pavement Marking Paint (Waterborne) GAL 150 \$36.27 \$ 5,440.51 527-00013 Pavement Marking Paint (High Build) GAL 36 \$42.11 1,515.99 527-108 Preformed Plastic Pavement Marking Type B (Word-Symbol) SF 332 \$21.06 \$ 6,991.92 527-2B Preformed Plastic Pavement Marking Type B (XWalk-Stop Line) SF 800 \$15.21 \$ 1,1698.01 530-80355 Portable Message Sign Panel EACH 4 \$2,924.60 \$ 11,698.41 20-03000 Material Sampling and Testing	614-00012	Sign Panel (Class II)		444		
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