



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(2023 Town Facilities Parking Lot Improvements)**

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 **METRO PAVERS, INC.**, 7874 I-76 Service Road, Henderson, Colorado 80640 ("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
 - c. ProjSec202 Temporary Pavement Marking
 - d. ProjSec409 Emulsified Seal Coat GSB88
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 **\$664,600.00** ("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 November 3, 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 **\$1,000** 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:

METRO PAVERS, INC.

By: _____

Chad Anema

Title: _____
Chad Anema, Secretary



EXHIBIT 1
CONTRACTOR'S BID

Description of the Work

General Description - The work to be performed under this contract includes removal & replacement of asphalt mat, heating & scarifying, milling of asphalt pavement, asphalt pavement overlay, Full Depth Reclamation and the application of Seal Coat (GSB 88), crack seal, mastic. The removal & replacement of sidewalk, curb & gutter, and concrete pavement and silicone sealant. The Contractor shall supply all labor, equipment, and materials necessary to complete the work in accordance with these specifications. The contractor shall adhere to the Town's Temporary Erosion and Sediment Control (TESC) manual for all stages of the project. The contract shall be awarded based on bids received and the contract documents. A schedule of sequencing of all work shall be submitted at or before the project pre-construction meeting, and approved by the Town prior to issuance of Notice to Proceed.

"Founder's Fire Station #153" Concrete work and asphalt full depth reconstruction shall be completed in a manner to maximize access and parking and shall take place during normal weekdays from 7a.m. - 5p.m. Asphalt paving and concrete pavement removal & replacement shall be completed in two (2) phases, asphalt paving and concrete work shall not take place simultaneously. All work must be coordinated with Fire Department staff.

"Prairie Hawk Fire Station #154" Concrete work and asphalt milling shall be completed in a manner to maximize access and parking and shall take place during normal weekdays from 7a.m. - 5p.m. Asphalt paving and concrete pavement removal & replacement shall be completed in two (2) phases, asphalt paving and concrete work shall not take place simultaneously. All work must be coordinated with Fire Department staff.

"Ray Waterman Treatment Plant" work shall take place during normal weekdays from 7a.m. - 5p.m. Concrete repairs, mastic, crack seal, and asphalt patching work and seal coat, shall be completed in two (2) phases, one (1) phase per day or as approved by the Project Manager to maximize access and parking to Treatment Plant Staff. All work shall be coordinated with Castle Rock Water Department staff.

"Founder's Treatment Plant" " work shall take place during normal weekdays from 7a.m. - 5p.m. Concrete work, mastic, crack seal, and asphalt patching shall be completed in a manner to maximize access and parking. Seal coat shall be completed in one (1) phase per day or as approved by the Project Manager. All work shall be coordinated with Castle Rock Water Department staff.

"Weaver II Well Field" work shall take place during normal weekdays from 7a.m. - 5p.m. Concrete work, mastic, crack seal, and asphalt patching shall be completed in a manner to maximize access and parking. Seal coat shall be completed in two (2) phases, one (1) phase per day or as approved by the Project Manager. All work shall be coordinated with Castle Rock Water Department staff.

"Wrangler Parking Lot" Concrete work and asphalt patching shall be completed in a manner to maximize access and parking work and shall take place during normal weekdays from 7a.m. - 5p.m. Seal coat shall be completed in two (2) phases, one (1) phase per day or as approved by the Project Manager. All work shall be coordinated with Parks and Recreation Department staff.

"Bison Park Parking Lot" work shall take place during normal weekdays from 7a.m. – 5p.m. The work to be performed under this contract includes removal and replacement of existing concrete including concrete pavement, crossspan, sidewalk, curb and gutter, curb ramps, asphalt patching, various depths and types of milling of existing asphalt pavement, and various thicknesses of asphalt paving within the parking lot listed in the Appendices or as directed by the Project Manager. All work shall be coordinated with Parks and Recreation Department staff.

"Gemstone Park Parking Lot" work shall take place during normal weekdays from 7a.m. – 5p.m. Concrete work and asphalt shall be completed in a manner to maximize access and parking. Perform full depth reclamation, and various thicknesses of asphalt paving within the parking lot listed. All work shall be coordinated with Parks and Recreation Department staff.

"Butterfield Park (Concrete off Meadows Blvd)" work shall take place during normal weekdays from 7a.m. – 5p.m. Concrete curb, gutter, and pavement work shall be completed in a manner to maximize access and parking. All work shall be coordinated with Parks and Recreation Department staff.

The contractor shall commence work no later than three (3) calendar days from, and including, the date of the Notice to Proceed, and be construction complete (punchlist items, cleanup, and demobilize) within thirty-five (45) working days from the date on the Notice to Proceed. All work shall take place during the timeframe of September 5, 2023 – November 3, 2023.



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2022

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 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 The Buckner Company of Colorado 6400 S. Fiddlers Green Circle, Suite 950 Greenwood Village CO 80111	CONTACT NAME: Certificate Processing Department	FAX (A/C, No): 303-756-8818	
	PHONE (A/C, No, Ext): 303-756-9909	E-MAIL ADDRESS: denver@buckner.com	
INSURED Metro Pavers, Inc. SI Leasing LLC PO Box 601 Henderson CO 80640	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Pinnacle Assurance		41190
	INSURER B: The Travelers Companies, Inc.		38161
	INSURER C: Sentry Select Insurance Company		21180
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 794817942

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	A0195179004	5/15/2022	5/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	A0195179001	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	A019579005	5/15/2022	5/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	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 N	N/A	4177329	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	Leased/Rented Equipment Excess Liability	Y	Y	A0195179003 EX6S82625522NF	5/15/2022 10/1/2022	5/15/2023 10/1/2023	Limit Ea Occurrence Aggregate \$300,000 \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured on Auto Liability per Supplement Declarations attached, and General Liability including Ongoing Operations per form CG2010 0413, and Completed Operations per form CG2037 0413. Primary and Non-contributory applies to the General Liability per form CG2001 0413; Automobile Liability per form CA7601 0614 and Sentry Umbrella per form EU7091 0515. Waiver of Subrogation applies to General Liability per form CG2404 0509; Auto per CA0444 1013, Work Comp per form WC000313B & Sentry Umbrella per form EU7101 1219. Sentry Umbrella Liability and Travelers Excess Liability policies are Follow Form.
Pollution Liability 9/1/2022-23 ECPENV03397 - Westchester Insurance Company - \$1,000,000 each Pollution Condition/\$1,000,000 Aggregate - Deductible - \$10,000

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock
100 N. Wilcox Street
Castle Rock CO 80104

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

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Chad Anema, an authorized representative of **Metro Pavers, Inc.**, 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, **Metro Pavers, Inc.** 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. **Metro Pavers, Inc.** understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require **Metro Pavers, Inc.** work exclusively for the Town, except that **Metro Pavers, Inc.** 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.
- **Metro Pavers, Inc.** is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide **Metro Pavers, Inc.** 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 **Metro Pavers, Inc.** a party to the Agreement; and the Town does not combine their business operations in any way with the **Metro Pavers, Inc.'s** business, but instead maintains such operations as separate and distinct.
- **Metro Pavers, Inc.** 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.
- **METRO PAVERS, INC. UNDERSTANDS THAT NEITHER METRO PAVERS, INC. NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **METRO PAVERS, INC. UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR:

METRO PAVERS, INC.

By: Chad A. Anema

Name Chad Anema, Secretary

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

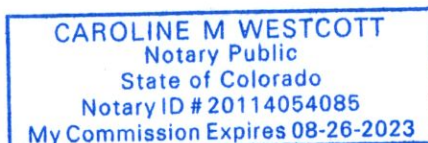
The foregoing instrument as acknowledged before me this 2nd day of March, 2023 by Chad Anema as Secretary of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: Aug. 26, 2023

Caroline M. Westcott

Notary Public



7/2022