



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Covy Court Stormwater 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 **53 CORPORATION, LLC**, a Colorado limited liability company, 5655 Peterson Road, Sedalia, Colorado 80135. ("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:

Number

Addendum No. 1

Date

June 17, 2022

7. Special Conditions of the Contract: Covy Court Stormwater Improvements Project Special Conditions
8. The following Specifications:
 - Covy Court Stormwater Improvements Project Standard Specifications
 - Standard Special Provisions and Project Technical Specifications
9. The following Drawings/Reports:
 - Public Improvement Construction Plans for Covy Court Stormwater Improvements
 - Temporary Erosion and Sediment Control Plans for Covy Court Stormwater Improvements
 - Geotechnical Engineering Study for 2018 Minor Drainageway Improvements

10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and
18. 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 **\$698,530.00** ("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.

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 ninety (90) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

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 \$1,000.00 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 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. 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:

53 CORPORATION, LLC

By: _____

Title: _____

EXHIBIT 1

CONTRACTOR'S BID

The work to be performed under this Agreement, generally, includes: Clearing and Grubbing, Removal of Existing Improvements; Embankment, Shoring, Dewatering, Erosion Control Measures, Reclamation of Disturbed Areas, Concrete Sidewalk, 24" and 48" RCP Storm Sewer, Jacked Pipe, Storm Manholes and Type M Void-Filled Riprap.

COVY COURT STORMWATER IMPROVEMENTS

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	201-00001	Clearing and Grubbing	AC	1	\$ 3,300.00	\$ 3,300.00
2	202-00027	Removal of Riprap	SY	675	\$ 12.00	\$ 8,100.00
3	202-00037	Removal of End Section	EA	1	\$ 450.00	\$ 450.00
4	202-00200	Removal of Sidewalk	SY	35	\$ 16.00	\$ 560.00
5	203-00060	Embankment Material (Complete in Place)	CY	680	\$ 37.00	\$ 25,160.00
6	206-01750	Shoring	LS	1	\$ 50,000.00	\$ 50,000.00
7	208-00012	Erosion Log Type 1 (9 inch)	LF	650	\$ 5.00	\$ 3,250.00
8	208-00020	Silt Fence	LF	475	\$ 3.00	\$ 1,425.00
9	208-00041	Rock Check Dam	EA	1	\$ 2,200.00	\$ 2,200.00
10	208-00045	Concrete Washout Structure	EA	1	\$ 1,400.00	\$ 1,400.00
11	208-00070	Vehicle Tracking Pad	EA	1	\$ 2,900.00	\$ 2,900.00
12	208-00521	Temporary Stream Crossing	EA	1	\$ 7,000.00	\$ 7,000.00
13	211-03005	Dewatering	LS	1	\$ 22,000.00	\$ 22,000.00
14	212-00006	Seeding (Native)	AC	1	\$ 1,425.00	\$ 1,425.00
15	213-00004	Mulching (Weed Free Straw)	AC	1	\$ 1,660.00	\$ 1,660.00
16	603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place)	LF	204	\$ 190.00	\$ 38,760.00
17	603-01485	48 Inch Reinforced Concrete Pipe (Complete in Place)	LF	239	\$ 320.00	\$ 76,480.00
18	603-05048	48 Inch Reinforced Concrete End Section	EA	1	\$ 5,500.00	\$ 5,500.00
19	603-07240	24 Inch Reinforced Concrete Pipe (Jacked)	LF	179	\$ 0.00	\$ 0.00
20	604-30010	Manhole Slab Base (10 Foot)	EA	1	\$ 8,800.00	\$ 8,800.00
21	604-30015	Manhole Slab Base (15 Foot)	EA	1	\$ 20,100.00	\$ 20,100.00
22	604-30020	Manhole Slab Base (20 Foot)	EA	3	\$ 18,500.00	\$ 55,500.00
23	607-11525	Fence (Plastic)	LF	952	\$ 3.00	\$ 2,856.00
24	608-00006	Concrete Sidewalk (6 Inch)	SY	35	\$ 95.00	\$ 3,325.00
25	625-00000	Construction Surveying	LS	1	\$ 5,700.00	\$ 5,700.00
26	626-00000	Mobilization	LS	1	\$ 41,000.00	\$ 41,000.00
27	630-00016	Traffic Control (Special)	LS	1	\$ 2,500.00	\$ 2,500.00
					CDOT Items Subtotal:	\$ 391,351.00

NO.	MHFD ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
27	ESC-06-001	Culvert Inlet Protection	EA	1	\$ 350.00	\$ 350.00
28	ESC-17-002	Stabilized Staging Area	SY	685	\$ 10.00	\$ 6,850.00
29	RW-11-003	Riprap, Void-Filled, Type M	CY	20	\$ 181.00	\$ 3,620.00
					MHFD Items Subtotal:	\$ 10,820.00

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
30	W106-300	Material Sampling and Testing	LS	1	\$ 6,200.00	\$ 6,200.00
					CRW Items Subtotal:	\$ 6,200.00

BID ALTERNATIVE NO. 1 - CASING & CARRIER PIPE

NO.	CDOT BID ITEMS	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
31	603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place)	LF	179	\$ 113.00	\$ 20,227.00
32	619-10427	42 Inch Welded Steel Pipe (Jacked)	LF	179	\$ 1,508.00	\$ 269,932.00
Bid Alternative No. 1 Subtotal:						\$ 290,159.00

Total Bid with Bid Alternative No. 1 (Items 1-18 and 20-32): \$ 698,530.00

SIX HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED
THIRTY DOLLARS AND ZERO CENTS



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE