

RESOLUTION NO. 2018-042**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT
(2018 TRAFFIC SIGNAL CONSTRUCTION)**

WHEREAS, the Town and WL Contractors, Inc. ("WL Contractors") have agreed to the terms and conditions by which WL Contractors will undertake the construction of traffic signals at the intersections of Meadows/Low Meadow, Plum Creek Pkwy/Emerald and Crystal Valley Pkwy/Fire Station #152.

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

Section 1. Approval. The Construction Contract (2018 Traffic Signal Construction), in the form attached as ***Exhibit I*** 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 Construction Contract, the Town Council authorizes the expenditure and payment from the following 2018 appropriation accounts:

A. 120-3175-431.75-26, in an amount not to exceed \$473,728 (\$396,361 plus a \$20,000 owner-managed contingency, and \$57,367 illuminated street name sign additional work) for the items identified in schedule A of the bid documents, and

B. 132-2275-422.78-18, in an amount not to exceed \$134,250 (122,250 plus a \$12,000 owner-managed contingency) for the items identified in schedule B of the bid documents.

C. The total amount encumbered under this Resolution shall not exceed \$607,978, unless authorized in writing by the Town Council.

PASSED, APPROVED AND ADOPTED this 17th day of April, 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 J. Slentz, Town Attorney

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

TOWN OF CASTLE ROCK, COLORADO

**CONSTRUCTION CONTRACT
(2018 Traffic Signal Construction)**

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 WL Contractors, Inc., a Colorado corporation (Contractor), 5920 Lamar Street, Arvada, CO 80003.

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	2018-03-12	5
2	2018-03-16	2
5. Special Conditions of the Contract:

Document	Title	Pages
6. The following Specifications:		
Town of Castle Rock Standard Special Provisions		
Town of Castle Rock Project Special Provisions – 2018 Traffic Signal Construction		
CDOT Standard Specifications		
7. The following Drawings:		
2018 Traffic Signal Design & Intersection Improvement Construction 100% Plans (Rev) 2018-02-27		
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 \$518,611 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 of the date of Notice to Proceed, according to the General Conditions. The Contractor must complete work within 15-working days of the date of signal pole delivery. The Work should be completed by August 31, 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 \$1,000 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

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 General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this _____ day of _____, 201__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jennifer Green, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

By:

Joni Ann Winkler

Title:

President

(Insert either the Corporate or Partnership Certificate, as appropriate)

EXHIBIT 1

BID SCHEDULE A PLUM CREEK PARKWAY / EMERALD DRIVE MEADOWS PARKWAY / LOW MEADOW BOULAVARD ADDENDUM 1					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202-00200	REMOVAL OF SIDEWALK	SY	28	\$90.00	\$2,520.00
202-00250	REMOVAL OF PAVEMENT MARKINGS	SF	203	\$4.70	\$954.10
202-00750	REMOVAL OF LUMINAIRE	EA	3	\$50.00	\$150.00
202-00810	REMOVAL OF GROUND SIGN	EA	4	\$80.00	\$320.00
202-00827	REMOVAL OF PULL BOX	EA	1	\$97.00	\$97.00
203-01597	POTHOLING	HR	50	\$145.00	\$7,250.00
208-00035	AGGREGATE BAG	LF	138	\$6.50	\$897.00
208-00045	CONCRETE WASHOUT STRUCTURE	EA	2	\$1,900.00	\$3,800.00
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	4	\$370.00	\$1,480.00
208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	LF	3	\$370.00	\$1,110.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	20	\$85.00	\$1,700.00
503-00018	DRILLED CAISSON (18 INCH)	LF	5	\$137.00	\$685.00
503-00036	DRILLED CAISSON (36 INCH)	LF	114	\$270.00	\$30,780.00
503-00048	DRILLED CAISSON (48 INCH)	LF	21	\$455.00	\$9,555.00
607-11525	FENCE (PLASTIC)	LF	120	\$5.00	\$600.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	28	\$500.00	\$14,000.00
613-00100	1 INCH ELECTRICAL CONDUIT	LF	105	\$14.00	\$1,470.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	1,180	\$15.00	\$17,700.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	1,270	\$16.00	\$20,320.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	255	\$7.50	\$1,912.50
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	145	\$9.00	\$1,305.00
613-07003	TYPE THREE PULL BOX	EA	4	\$900.00	\$3,600.00
613-07004	TYPE FOUR PULL BOX	EA	9	\$1,000.00	\$9,000.00
613-07005	TYPE FIVE PULL BOX	EA	4	\$1,375.00	\$5,500.00
613-10000	WIRING	LS	1	\$10,000.00	\$10,000.00
613-13000	LUMINAIRE (LED)	EA	8	\$777.00	\$6,216.00
614-00011	SIGN PANEL (SMALL)	SF	170	\$23.00	\$3,910.00
614-00012	SIGN PANEL (LARGE)	SF	95	\$25.00	\$2,375.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	16	\$450.00	\$7,200.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	24	\$630.00	\$15,120.00
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	12	\$875.00	\$10,500.00
614-72860	PEDESTRIAN PUSH BUTTON	EA	16	\$175.00	\$2,800.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EA	6	\$1,400.00	\$8,400.00
614-72864	FIRE PREEMPTION UNIT	EA	2	\$6,700.00	\$13,400.00
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EA	2	\$20,000.00	\$40,000.00
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EA	2	\$3,200.00	\$6,400.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EA	6	\$777.00	\$4,662.00
614-81012	TRAFFIC SIGNAL-LIGHT POLE STEEL (2 MAST ARM) (INSTALL ONLY)	EA	1	\$1,000.00	\$1,000.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE (STEEL)	EA	1	\$1,400.00	\$1,400.00
614-87012	FIBER OPTIC TERMINATION PANEL (12 FIBER)	EA	2	\$500.00	\$1,000.00
614-87350	TEST FIBER OPTIC CABLE	LS	1	\$2,500.00	\$2,500.00
614-87472	FIBER OPTIC CABLE (S MODE) (72 S)	LF	3,000	\$9.00	\$27,000.00
620-00020	SANITARY FACILITY	EA	1	\$1,177.00	\$1,177.00
626-00000	MOBILIZATION	LS	1	\$28,355.20	\$28,355.20
626-00004	EPOXY PAVEMENT MARKINGS	GAL	24	\$70.00	\$1,680.00
630-00000	FLAGGING	HR	180	\$30.00	\$5,400.00
630-00007	TRAFFIC CONTROL INSPECTION	DY	18	\$150.00	\$2,700.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DY	45	\$890.00	\$40,050.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	26	\$50.00	\$1,300.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	6	\$90.00	\$540.00
630-80360	DRUM CHANNELIZING DEVICE	EA	30	\$44.00	\$1,320.00
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA	20	\$130.00	\$2,600.00
630-80380	TRAFFIC CONE	EA	100	\$11.50	\$1,150.00
630-85041	MOBILE ATTENUATOR	EA	2	\$850.00	\$1,700.00
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1		\$0.00
700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	F/A	1	\$5,000.00	\$5,000.00
720	MATERIALS SAMPLING TESTING	LS	2	\$1,400.00	\$2,800.00

TOTAL BID SCHEDULE A COST:

\$396,360.80

TOTAL BID SCHEDULE A COST IN WORDS

three hundred ninety six thousand, three hundred sixty dollars and eighty cents

BID SCHEDULE B CRYSTAL VALLEY PARKWAY / FIRE STATION ADDENDUM 2					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
203-01597	POTHOLING	HR	8	\$145.00	\$1,160.00
503-00036	DRILLED CAISSON (36 INCH)	LF	38	\$217.00	\$8,246.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	SY	275	\$14.00	\$3,850.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	SY	550	\$15.00	\$8,250.00
613-10000	WIRING	LS	1	\$3,377.00	\$3,377.00
613-80130	SERVICE METER CABINET	EA	1	\$3,100.00	\$3,100.00
13-SPECIAL	PULL BOX (17"X30"X12")	EA	2	\$900.00	\$1,800.00
13-SPECIAL	PULL BOX (24"X36"X24")	EA	1	\$1,000.00	\$1,000.00
614-00011	SIGN PANEL (SMALL)	SF	27	\$32.00	\$864.00
614-00012	SIGN PANEL (LARGE)	SF	47	\$35.00	\$1,645.00
614-00216	STEEL SIGN SUPPORT	EA	6	\$200.00	\$1,200.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	8	\$630.00	\$5,040.00
614-72866	FIRE PREEMPTION UNIT AND TIMER	EA	1	\$5,700.00	\$5,700.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EA	1	\$777.00	\$777.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EA	1	\$777.00	\$777.00
14-SPECIAL	CONTROLLER (ECONOLIGHT COBALT) & CABINET (TYPE 303) (INSTALL ONLY)	EA	1	\$3,300.00	\$3,300.00
626-00000	MOBILIZATION	LS	1	\$11,700.00	\$11,700.00
627-30329	WATERBORNE PAVEMENT MARKING (XWALK-STOP LINE) (TYPE I)	SF	100	\$7.70	\$770.00
630-00007	TRAFFIC CONTROL INSPECTION	DY	6	\$150.00	\$900.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DY	24	\$890.00	\$21,360.00
630-80331	BARRICADE (TYPE 3 F-A) (TEMPORARY)	EA	6	\$190.00	\$1,140.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	54	\$50.00	\$2,700.00
630-80356	ADVANCE WARNING FLASHING OR SEQUENCE ARROW PANEL (A TYPE)	EA	2	\$777.00	\$1,554.00
630-80360	DRUM CHANNELIZING	EA	60	\$44.00	\$2,640.00
630-85041	MOBILE ATTENUATOR	DY	30	\$850.00	\$25,500.00
720-000	MATERIALS SAMPLING AND TESTING	LS	1	\$1,400.00	\$1,400.00
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1		\$0.00
700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	F/A	1	\$2,500.00	\$2,500.00

TOTAL BID SCHEDULE B COST:

\$122,250.00

TOTAL BID SCHEDULE B COST IN WORDS

One hundred twenty two thousand two hundred fifty dollars and zero cents

GRAND TOTAL PROJECT COST OF BOTH BID SCHEDULES:

\$518,610.80