

RESOLUTION NO. 2019-014

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH PREMIER EARTHWORKS & INFRASTRUCTURE, INC. FOR THE CROWFOOT VALLEY ROAD STORMWATER DETENTION POND IMPROVEMENT PROJECT

WHEREAS, the Town and Premier Earthworks & Infrastructure, Inc. (“Premier”) have agreed to the terms and conditions by which Premier will undertake the construction of the Crowfoot Valley Road Stormwater Detention Pond Improvement Project.

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

Section 1. Approval. 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 2019 appropriation account **135-3175-431-78.39**, in an amount not to exceed **\$282,243**, plus a Town-managed contingency of **\$28,487**, unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2019 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

Jason E. Gray, 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
CONSTRUCTION CONTRACT**

Crowfoot Valley Road Stormwater Detention Pond Improvements

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 **Premier Earthworks & Infrastructure** ("Contractor") a Colorado limited liability company, whose address is 5600 S. Quebec St. Suite 107A Greenwood Village, CO 80111.

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. The following Addenda, if any:

Number	Date	Pages
1	11/16/18	2
2	12/06/18	2
5. Special Conditions of the Contract:

Document	Title	Pages
Crowfoot Valley Road Stormwater Detention Pond Improvements	Bid Documents	1-156
6. The following Specifications:
 - General Conditions
 - Standard Special Provisions
 - Project Special Provisions
 - Town of Castle Rock SOP's
7. The following Drawings:
 - Town of Castle Rock Construction Plans – Crowfoot Valley Road Stormwater Detention Pond Improvements
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 **\$282,242.50** (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 A**. 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 60 Calendar days from and including the date of Notice to Proceed, according to the General Conditions.

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

Executed this 11TH day of January, 2019.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason E Gray, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

Premier Earthworks & Infrastructure

By: _____

Title: _____

M. J. [Signature]
PRESIDENT

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

BID SCHEDULE

Crowfoot Valley Road Stormwater Detention Pond Improvements

Item No.	Item Description	Unit	Quantity	Unit Cost	Cost
202-00010	REMOVAL OF TREE	EA	1	1,200. ⁰⁰	1,200. ⁰⁰
202-00037	REMOVAL OF END SECTION	EA	1	1,300. ⁰⁰	1,300. ⁰⁰
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	150	20. ⁰⁰	3,000. ⁰⁰
203-00100	MUCK EXCAVATION	CY	955	20. ⁰⁰	19,100. ⁰⁰
208-99999	EROSION CONTROL	LS	1	11,850. ⁰⁰	11,850. ⁰⁰
212-00280	SEEDING (WETLANDS)	ACRE	0.32	6,700. ⁰⁰	2,144. ⁰⁰
212-01200	LANDSCAPE RESTORATION	LS	1	4,800. ⁰⁰	4,800. ⁰⁰
304-99999	MAINTENANCE PATH	SF	1654	5. ⁰⁰	8,270. ⁰⁰
506-99999	TYPE M RIP-RAP	CY	108	140. ⁰⁰	15,120. ⁰⁰
601-03000	CONCRETE CLASS D	CY	56	1,775. ⁰⁰	99,400. ⁰⁰
601-99997	MICROPOOL (150 SF X 2.5' DEPTH)	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
601-99998	CONCRETE FOREBAY	SF	1010	18. ⁰⁰	18,180. ⁰⁰
601-99999	2' WIDE CONCRETE TRICKLE CHANNEL w/ 6" CURB	SF	640	45. ⁰⁰	28,800. ⁰⁰
602-00000	REINFORCING STEEL	LB	3519	1.50	5,278. ⁵⁰
603-05054	54 INCH REINFORCED CONCRETE END SECTION	EA	1	4,100. ⁰⁰	4,100. ⁰⁰
604-20001	MODIFY OUTLET STRUCTURE	LS	1	6,500. ⁰⁰	6,500. ⁰⁰
620-00020	SANITARY FACILITY	EA	1	1,200. ⁰⁰	1,200. ⁰⁰
626-00000	MOBILIZATION	EA	1	12,000. ⁰⁰	12,000. ⁰⁰
630-86600	TRAFFIC CONTROL (TEMPORARY)	LS	1	20,000. ⁰⁰	20,000. ⁰⁰
700-70010	MINOR CONTRACT REVISIONS	LS	1	\$15,000.00	\$15,000
TOTAL BID					\$282,242. ⁵⁰

Two Hundred Eighty Two Thousand Two Hundred Forty Two Dollars Fifty cents (Total Written in Words)