

RESOLUTION NO. 2019-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
CONCRETE EXPRESS, INC.
FOR THE
SH-86 FOUNDERS PARKWAY & CROWFOOT VALLEY
ROAD IMPROVEMENT PROJECT

WHEREAS, as part of the 2019 Capital Improvement Program, the Town of Castle Rock and Concrete Express, Inc., have agreed to the terms and conditions by which they will provide services for the SH-86 Founders Parkway & Crowfoot Valley Road 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 Construction 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 \$3,900,000 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 5th day of March, 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 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**

SH-86 FOUNDERS PARKWAY & CROWFOOT VALLEY ROAD IMPROVEMENT PROJECT

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 **Concrete Express Inc.** ("Contractor") a Colorado corporation whose address is 2027 West Colfax Ave. Denver, CO 80204.

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. The following Addenda, if any:

Number	Date	Pages
1	2/7/19	
6. Special Conditions of the Contract:

Document	Title	Pages
SH -86 Founders Parkway & Crowfoot Valley Road Improvement Project	Bid Documents	1-161
7. The following Specifications:
 Standard Special Provisions
 Project Special Provisions
 Town of Castle Rock SOP's
8. The following Drawings:
 Town of Castle Rock, SH-86 Founders Parkway & Crowfoot Valley Road Improvement Plans
9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;

16. Performance Guarantee; and
17. 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 \$3,549,166.40 (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 or Proposal) 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 200 working 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 \$2,400 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 _____, 2019.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:


Robert J. Slentz, Town Attorney

CONTRACTOR:

CONCRETE EXPRESS INC.

By: _____

Title: _____



Daniel P. O'Dea
Secretary

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



SH-86 FOUNDERS PARKWAY & CROWFOOT VALLEY ROAD IMPROVEMENTS

FSA M185-012 S.A. 21477

Bid Schedule - Dated January 2019

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	LS	1	17000.-	17000.-
202-00019	REMOVAL OF INLET	EA	7	1350.-	9450.-
202-00090	REMOVAL OF DELINEATOR	EA	9	17.-	153.-
202-00195	REMOVAL OF MEDIAN COVER	SY	12	15.-	180.-
202-00200	REMOVAL OF SIDEWALK	SY	1239	12.-	14868.-
202-00203	REMOVAL OF CURB AND GUTTER	LF	5417	5.-	27085.-
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	47	15.-	705.-
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	42	16.-	672.-
202-00220	REMOVAL OF ASPHALT MAT	SY	7093	8.-	56744.-
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	333	8.-	2664.-
202-00250	REMOVAL OF PAVEMENT MARKING	SF	1710	4.-	6840.-
202-00810	REMOVAL OF GROUND SIGN	EA	1	52.-	52.-
202-00821	REMOVAL OF SIGN PANEL	EA	2	78.-	156.-
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1	2500.-	2500.-
202-04002	CLEAN CULVERT	EA	5	275.-	1375.-
202-04005	CLEAN VALVE BOX	EA	16	200.-	3200.-
202-04010	CLEAN INLET	EA	15	200.-	3000.-
202-05030	SAWCUT	LF	4939	2.50	12347.50
203-00000	UNCLASSIFIED EXCAVATION	CY	25171	13.-	327223.-
203-00050	UNSUITABLE MATERIAL	CY	1000	36.-	36000.-
203-01100	PROOF ROLLING	HR	6	210.-	1260.-
203-01597	POTHOLING	HR	100	275.-	27500.-
207-00205	TOPSOIL	CY	363	45.-	16335.-
208-00012	SEDIMENT CONTROL LOG TYPE 1 (9 INCH)	LF	5807	3.60	20905.20
208-00041	RRC FOR CULVERT PROTECTION	EA	1	380.-	380.-
208-00045	CONCRETE WASHOUT STRUCTURE	EA	2	1200.-	2400.-
208-00050	STORM DRAIN INLET PROTECTION	EA	57	275.-	15675.-
208-00070	VEHICLE TRACKING CONTROL	EA	4	2500.-	10000.-
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	80	45.-	3600.-
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	80	145.-	11600.-
208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	80	175.-	14000.-
210-00050	RESET FIRE HYDRANT	EA	7	1700.-	11900.-
210-00810	RESET GROUND SIGN	EA	16	80.-	1280.-
210-01000	RESET FENCE	LF	2824	6.50	18356.-
210-01011	RESET GATE	EA	1	950.-	950.-
210-04010	ADJUST MANHOLE	EA	16	765.-	12240.-
210-04050	ADJUST VALVE BOX	EA	32	315.-	10080.-
210-99999	RESET SIGN (MAST ARM)	EA	2	145.-	290.-
212-00006	SEEDING (NATIVE)	AC	1	2100.-	2100.-
212-00032	SOIL CONDITIONING	AC	1	4000.-	4000.-
212-00050	SOD	SF	303	6.-	1818.-
212-00100	TREE RETENTION AND PROTECTION	LS	1	3500.-	3500.-
212-01200	LANDSCAPE RESTORATION	LS	1	6000.-	6000.-
213-00004	MULCHING (WEED FREE STRAW)	AC	1	1475.-	1475.-
216-00201	EROSION CONTROL BLANKET (STRAW/COCONUT) (BIODEGRADABLE)	SY	1851	3.50	6478.50
217-00020	HERBICIDE TREATMENT	HR	30	250.-	7500.-
240-00000	WILDLIFE BIOLOGIST	HR	20	120.-	2400.-
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7603	22.-	167266.-
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	16	335.-	5360.-
403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	TON	5481	94.-	515214.-
406-34771	HOT MIX ASPHALT (GRADING SX) (75) (PG 76-28)	TON	1494	123.-	183762.-
412-00600	CONCRETE PAVEMENT (6 INCH)	SY	68	51.-	3468.-
503-00012	DRILLED CAISSON (12 INCH)	LF	3.5	338.-	1183.-
503-00018	DRILLED CAISSON (18 INCH)	LF	10	296.-	2960.-
503-00036	DRILLED CAISSON (36 INCH)	LF	19	388.-	7372.-
504-03500	RETAINING WALL (MSE) (KEystone)	SF	3390	86.-	291540.-
506-00206	RIPRAP (6 INCH)	CY	2	200.-	400.-
601-03000	CONCRETE CLASS D	CY	24	985.-	23640.-
602-00000	REINFORCING STEEL	LB	1122	1.10	1234.20

SH-86 FOUNDERS PARKWAY & CROWFOOT VALLEY ROAD IMPROVEMENTS

FSA M185-012 S.A. 21477

Bid Schedule - Dated January 2019

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	334	105.-	35070.-
603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	10	196.-	1960.-
603-05018	18 INCH REINFORCED CONCRETE END SECTION	EA	1	3000.-	3000.-
604-19105	INLET TYPE R L 5 (5 FOOT)	EA	10	4200.-	42000.-
604-19110	INLET TYPE R L 5 (10 FOOT)	EA	2	5300.-	10600.-
604-30005	MANHOLE SLAB BASE (5 FOOT)	EA	1	4500.-	4500.-
604-30010	MANHOLE SLAB BASE (10 FOOT)	EA	1	6100.-	6100.-
604-31005	MANHOLE BOX BASE (5 FOOT)	EA	2	6200.-	12400.-
604-31015	MANHOLE BOX BASE (15 FOOT)	EA	1	9300.-	9300.-
606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING) (WEATHERING STEEL)	LF	447	75.-	33525.-
606-01340	END ANCHORAGE TYPE 3D	EA	2	2400.-	4800.-
606-02003	END ANCHORAGE (NONFLARED)	EA	2	6500.-	13000.-
607-00000	LINE POST	EA	50	26.-	1300.-
607-11580	CONSTRUCTION FENCE (TEMP)	LF	7476	3.25	24297.-
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	2439	52.-	126828.-
608-00010	CONCRETE CURB RAMP	SY	89	110.-	9790.-
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	2254	19.-	42826.-
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	6798	21.50	146157.-
610-00024	MEDIAN COVER (4 INCH)	SF	2844	7.50	21330.-
610-99999	STAMPED FACE CONCRETE SPLASH BLOCK	LF	1291	17.50	22592.50
612-00001	DELINEATOR (TYPE 1)	EA	12	36.-	432.-
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	540	27.-	14580.-
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	400	32.-	12800.-
613-01400	4 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	98	26.-	2548.-
613-07002	TYPE TWO PULL BOX	EA	1	900.-	900.-
613-10000	TRAFFIC SIGNAL WIRING	LS	1	800.-	800.-
614-00011	SIGN PANEL (CLASS 1)	SF	99.5	30.-	2985.-
614-01583	STEEL SIGN SUPPORT (2-1/2 IN ROUND SCH 80) (POST & SLIPBASE)	EA	26	500.-	13000.-
614-32900	OVERHEAD REGULATORY SIGN	EA	5	310.-	1550.-
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	4	650.-	2600.-
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	9	850.-	7650.-
614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EA	1	1085.-	1085.-
614-72860	PEDESTRIAN PUSH BUTTON	EA	4	335.-	1340.-
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EA	1	22600.-	22600.-
614-84000	PEDESTAL POLE (15 FOOT)	EA	2	3700.-	7400.-
614-86800	UNINTERRUPTED POWER SUPPLY	EA	1	10100.-	10100.-
614-99998	TRAFFIC SIGNAL VEHICLE DETECTOR (SPECIAL)(ADVANCE)	EA	3	10200.-	30600.-
614-99999	TRAFFIC SIGNAL VEHICLE DETECTOR (SPECIAL)(STOP BAR)	EA	3	9100.-	27300.-
620-00020	SANITARY FACILITY	EA	2	1100.-	2200.-
621-00450	DETOUR PAVEMENT	SY	621	57.-	35397.-
625-00000	CONSTRUCTION SURVEYING	LS	1	51000.-	51000.-
626-00000	MOBILIZATION	LS	1	265000.-	265000.-
627-00001	PAVEMENT MARKING PAINT	GAL	40	175.-	7000.-
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GAL	79	185.-	14615.-
627-02010	PREFORMED PLASTIC PAVEMENT MARKING (TYPE II) (INLAID)	SF	1189	15.-	17835.-
627-30407	PREFORMED THERMOPLASTIC PAVEMENT MARKING (INLAID)	SF	1701	16.50	28066.50
629-01006	SURVEY MONUMENT (TYPE 6)	EA	41	900.-	36900.-
630-00000	FLAGGING	HR	800	32.-	25600.-
630-00003	UNIFORM TRAFFIC CONTROL	HR	40	145.-	5800.-
630-00007	TRAFFIC CONTROL INSPECTION	DAY	100	150.-	15000.-
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	200	790.-	158000.-
630-80335	BARRICADE (TYPE 3 M-A) (TEMPARARY)	EA	6	175.-	1050.-
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	52	78.-	4056.-
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	31	103.-	3193.-
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EA	12	101.-	1212.-
630-80356	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (TYPE A)	EA	2	1825.-	3650.-
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA	65	79.-	5135.-
630-80365	PORTABLE MESSAGE SIGN PANEL	EA	4	10100.-	40400.-

SH-86 FOUNDERS PARKWAY & CROWFOOT VALLEY ROAD IMPROVEMENTS

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630-80370	CONCRETE BARRIER TEMPORARY	LF	225	<u>27-</u>	<u>6015-</u>
630-80380	TRAFFIC CONE	EA	100	<u>18-</u>	<u>1800-</u>
632-00000	NIGHT WORK LIGHTING	LS	1	<u>600,000-</u>	<u>600,000-</u>
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	30000	<u>1</u>	<u>30,000-</u>
700-70380	F/A EROSION CONTROL	F/A	5000	<u>1</u>	<u>5,000-</u>
720-99999	MATERIALS AND SAMPLING TESTING	LS	1	<u>24,000-</u>	<u>24,000-</u>

TOTAL PROJECT COSTS: 3,549,166.40

TOTAL PROJECT COST IN WORDS: Threemillion five hundred forty-nine thousand
one hundred sixty-six dollars and forty cents.