# TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

#### GORDON DRIVE IMPROVEMENT PROJECT

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado ("Town"), a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Iron Woman Construction and Environmental Services, LLC, a Colorado limited liability company ("Contractor"), 5680 Emerson Street, Denver, Colorado 80216.

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

Addendum No. 1 January 30, 2019

- 5. General Conditions;
- 6. Standard Special Provisions;
- 7. Project Special Provisions;
- 8. The following Specifications:

#### Title

Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction

CDOT M&S Standards

Town of Castle Rock (TOCR) Construction Methodology and Materials Manual TOCR Grading, Erosion & Sediment Control (GESC) and Drainage, Erosion & Sediment Control (DESC) Manual

TOCR Standard Operation Procedures (SOPs)

Urban Drainage & Flood Control District (UDFCD) Section 31 37 00 & 31 37 19

9. The following Drawings:

### Title

Construction Plans for the Gordon Drive Improvement Project Grading, Erosion & Sediment Control (GESC) Plans for the Gordon Drive Improvement Project

- 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, Labor and Material Payment, and Warranty Bonds;
- 17. Performance Guarantee;
- 18. Insurance Certificates; and
- 19. Pavement Design Report and Addendum to Pavement Design Report, Job No. 158029.

**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 **TWO MILLION ONE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED TEN AND 47/100 DOLLARS** (\$2,138,610.47) ("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 Proposal 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, and must complete work within 180 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 \$1,750 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.

<b>DEFINITIONS.</b> The Definitions in the C modified within a Contract Document.	General Conditions apply to the entire Contract unless
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:	
IRON WOMAN CONSTRUCTION AND a Colorado limited liability company	D ENVIRONMENTAL SERVICES, LLC,
By:	
Title:	
(Insert either the Corporate or Partnership	Certificate, as appropriate.)

# EXHIBIT 1 BID PROPOSAL

## **GORDON DRIVE IMPROVEMENT PROJECT**

## **BID SCHEDULE**

## SCHEDULE "A" -- ROADWAY

Reconstruction (Gordon Drive, Sta. 2+50 to Sta. 12+50)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	
202-A1	Removal of Curb, Gutter, Walk & Ramp	LF	2,072		\$22,792.00	
202-A2	Removal of Asphalt Mat	SY	3,543		\$67,317.00	
202-A3	Removal of Concrete	SY	505		\$ 7,070.00	
203-A1	Unclassified Excavation (CIP)	CY	11		\$ 1,386.00	
203-A1	12" Compacted & Stabilized Subgrade	SY	5,138			
412-A1	Concrete Pavement (10") (Crosspan) (High Early)	SY	65		\$15,414.00	
304-A1	Aggregate Base Course (Class 6 Recycled Concrete) (8")	SY	3,839		\$ 8,255.00	
403-A1	HMA/WMA (2") (GR SX) (PG 64-22) (75)	SY	3,764		\$69,102.00	
403-A2	HMA/WMA (2") (GR S) (PG 64-22) (75)	SY	3,764	\$ 12.00	\$45,168.00	
608-A1	Mountable Curb Corner Ramp (ADA) (Cast Iron)	SY	153		\$45,168.00	
608-A2	Mountable Curb Mid-Block Ramp (ADA) (Cast Iron)	SY	30	\$ 176.00 \$ 176.00	\$ 26,928.00	
609-A1	Flush Curb, Gutter (Curb Ramps)	LF	300		\$ 5,280.00	
609-A2	Mountable Curb, Gutter & Sidewalk	LF	1,772		\$ 7,200.00	
627-A1	Pavement Markings (Paint) (XWALK)	SF			\$79,740.00	
	Tarrings (remit (MATELL)	J SF	384	\$ 4.00	\$ 1,536.00	
Subtotal - Reconstruction \$402,356.00						

Full Depth Reclamation (Gordon Drive, Sta. 0+30 to Sta. 2+50 & Sta. 12+50 to Sta. 22+77)

TOTAL COST
1,025.00
11,250.0
4,446.00
1,590.00 43,901.00
22,900.00
<u>47,892.00</u>
47,892.00 47,892.00
4,048.00
2,640.00
768.00
1

Edge Mill and Overlay (Gordon Lane, Gordon Place, Gordon Court)

UNIT	QUANTITY	UNIT COST	TOTAL COST
LF			
_			
EA	5		
EA	3		
SY	3.366	· ·	\$ 795.00 \$33,660.00
SY	100		\$ 9,500.00
	LF SY EA EA SY SY	LF 1,923 SY 100 EA 5 EA 3 SY 3,366 SY 100	LF 1,923 \$ 3.00 SY 100 \$ 30.00 EA 5 \$ 741.00 EA 3 \$ 265.00 SY 3,366 \$ 10.00

TOTAL - SCHEDULE "A" -- ROADWAY \$647,137.00

# **SCHEDULE "B" -- STORMWATER**

## **Storm Sewer**

ITEM	DESCRIPTION				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
208-B1	Inlet Protection (IP)	EA	7	\$ 370.00	
603-B1	18" Reinforced Concrete Pipe (CIP)	LF	86	\$ 80.00	
603-B2	24" Reinforced Concrete Pipe (CIP)	LF	72	\$ 104.00	
603-B3	36" Reinforced Concrete Pipe (Class IV) (CIP)	LF	486		\$74,358.00
603-B4	42" Reinforced Concrete Pipe (CIP)	LF	263		\$48,655.00
603-B5	48" Reinforced Concrete Pipe (CIP)	LF	73		\$15,841.00
603-B6	60" Reinforced Concrete Pipe (CIP)	LF	143	\$ 293.00	\$41,899.00
603-B7	60" Reinforced Concrete End Section	EA	1	\$ 4,696.00	
603-B8	36" Reinforced Concrete Pipe (CIP)	LF	62		\$ 9,052.00
604-B1	72" Storm Sewer Manhole	EA	7		\$42,651.00
604-B2	Inlet Type 16 (Double)	EA	2	\$ 5,033.00	\$11,954.00
604-B3	Inlet Type 16 (Triple)	EA	5	\$ 7 901 00	\$39,005.00
STM-B1	24" Brick Plug	EA	1		
		LA	Subto	7 701.00	\$ 581.00 \$305,650.00
			Subto	tai - Storill Sewer	<b>3505,650.00</b>

## **Intake Structure**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
201-B1	Clearing & Grubbing	AC	0.10	\$20,754.00	
202-B1	Removal of Concrete	SY	4	\$ 39.00	
202-B2	Removal of Tree (3" or greater)	EA	20	\$ 284.00	
203-B1	Unclassified Excavation (CIP)	CY	110	\$ 29.00	
203-B2	12" Compacted & Stabilized Subgrade	SY	350	\$ 3.00	
208-B2	Concrete Washout Area	EA	1	\$ 588.00	
208-B3	Reinforced Rock Berm (RRB)	LF	91	\$ 18.00	
208-B4	Reinforced Rock Berm for Culvert Protection (RRC)	LF	17	\$ 18.00	
208-B5	Stabilized Staging Area	EA	1	\$4,172.00	
208-B6	Vehicle Tracking Control	LS	1	\$ 2,294.00	The second livery will be seen to
212-B1	Seeding (Douglas County Permanent Drill Seeding Mix)	AC	0.10	\$ 1,033.00	
212-B2	Soil Amendment (Class I Compost)	AC	0.10	\$ 9,159.00	
216-B1	Erosion Control Blanket (Straw-Coconut)	SY	3,000		\$ 951.00 \$ 6,000.00
601-B1	Concrete Class B	CY	25		\$30,850.00
607-B1	Fence (Wood Slat) (72")	LF	210	\$ 82.00	\$17,220.00
607-B2	14' Gate (Wood Slat)	EA	1	\$ 2,940.00	
607-B3	Line Post	EA	18		\$ 3,816.00
607-B4	End Post	EA	4	\$ 118.00	
607-B5	Corner & Line Brace Post	EA	1	\$ 941.00	
TM-B2	24" Grouted Boulders	CY	2	\$ 4,947.00	
				Intake Structure	\$ 9,894.00 \$94,301.60

# **Outlet Structure**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
201-B2	Clearing & Grubbing	AC	0.20		\$ 2,851.80
202-B3	Removal of Concrete	SY	4	\$ 39.00	
202-B4	Removal of Tree (3" or greater)	EA	15	\$ 284.00	
203-B3	Unclassified Excavation (CIP)	CY	700		\$11,200.00
203-B4	12" Compacted & Stabilized Subgrade	SY	650	\$ 3.00	
208-B7	Check Dam	EA	1	\$ 974.00	
208-B8	Concrete Washout Area	EA	1	\$ 588.00	
208-B9	Stabilized Staging Area	EA	1	\$ 4,172.00	\$ 4,172.00
208-B10	Vehicle Tracking Control	LS	1	\$ 2,294.00	
212-B3	Seeding (Douglas County Permanent Drill Seeding Mix)	AC	0.20	\$ 1,033.00	
212-B4	Soil Amendment (Class I Compost)	AC	0.20	\$ 9,159.00	
216-B2	Erosion Control Blanket (Straw-Coconut)	SY	7,000		\$14,000.00
STM-B3	24" Grouted Boulders	CY	21	\$ 1 761 00	\$36,981.00
STM-B4	Soil Riprap (Type VL)	CY	5	\$ 3,997.00	\$10 005 0
			Subtotal	- Outlet Structure	\$101,450.20

# SCHEDULE "C" -- WATER

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
WTR-C1	Removal of Existing Fire Hydrant	EA	2		\$ 2,294.00
WTR-C2	8" Water Line	LF	1,150		\$69,000.00
WTR-C3	8" Gate Valve	EA	12	\$ 1 610 00	\$19,320.00
	8"x8" Tee	EA	3	\$ 1 323 00	\$ 3,969.00
	Fire Hydrant Assembly	EA	6	\$ 6 095 00	\$36,570.00
WTR-C6	Tie In to Existing 6" Cast Iron Water Line	EA	5	\$ 1 513 00	\$ 7,565.00
WTR-C7	3/4" Service Connection to Existing Meter Pit (Insulated)	EA	12	\$ 1 979 00	\$22,536.00
WTR-C8	Water Line Depression	EA	4	\$ 2 821 00	\$11,284.00
WTR-C9	Temporary Water Bypass	LS	1	\$8.216.00	\$ 8,216.00
	Water Line Testing	LS	1	\$ 1 004 00	\$ 1,004.00
WTR-C11	Temporary Blow-off	EA	2	\$ 3, 198, 00	\$ 6,396.00
		TOT	AL - SCHEDU	LE "C" WATER	\$188 154 00

# **SCHEDULE "D" -- WASTEWATER**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
SAN-D1	Removal of Existing Sanitary Sewer Manhole	EA	6		\$ 4,428.00
SAN-D2	8" Sanitary Sewer	LF	1,200	\$ 67.00	\$80,400.00
	48" Sanitary Sewer Manhole	EA	12		\$57,588.00
SAN-D4	4" Sanitary Sewer Service Connection	EA	16	\$ 2 241 00	\$35,856.00
	Tie In Existing Sanitary Sewer at Proposed Manhole	EA	3		\$ 1,719.00
	Tie In Proposed Sanitary Sewer at Existing Manhole	EA	1		\$ 2,931.00
	Temporary Sanitary Sewer Bypass	LS	1		\$ 61,528.00
SAN-D8	Controlled Low Strength Material (CLSM), Per Detail W-39	CY	30	\$ 153.00	
SAN-D9	Sanitary Sewer Testing	LS	1	\$ 7 762 00	\$ 7 762 00
TOTAL - SCHEDULE "D" WASTEWATER \$256,803.00					

## SCHEDULE "E"

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	
203-E1	Potholing	HR	20	\$ 353.00	\$ 7,060.00	
211-E1	Water Control & Dewatering	LS	1	\$ 6,068.00		
620-E1	Sanitary Facility	LS	1	\$1,882.00	\$ 1.882.00	
625-E1	Construction Surveying	LS	1		\$ 55,868.00	
626-E1	Mobilization	LS	1		\$ 52,484.00	
630-E1	Traffic Control Management	LS	1		\$94,093.00	
630-E2	Variable Message Sign (2 VMS per Day)	DY	180		\$21,240.00	
720-E1	Materials Sampling & Testing	LS	1	\$34.101.00	\$34,101.00	
	TOTAL - SCHEDULE "E"					

# SCHEDULE "F" -- FORCE ACCOUNT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST		TC	TAL COST
F/A-1	Minor Contract Revisions	LS	1	\$	50,000,00		50.000.00
F/A-2	Landscape Restoration	LS	1	\$	30,000.00	-	30,000.00
F/A-3	Irrigation System Restoration	LS	1	\$	20,000.00	-	20,000.00
		TOTAL - SCHE	DULE "F" F	ORC	E ACCOUNT	\$	100,000,00

GRAND TOTAL (SCHEDULE A - F) \$1,966,291.80

ONE MILLON NINE HUNDRED SIXETY SIX THOUSAND TWO HUNDRED NINETY ONE DOLLARS AND EIGHTY CENTS

TOTAL BID IN WORDS (SCHEDULE A - F)

### SCHEDULE "G" -- WASTEWATER

# **Additional Sanitary Sewer Service Replacement**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST		TOTAL COST	
202-G1	Removal of Curb, Gutter, Walk & Ramp	LF	416	\$	25.00	\$	10,400.00
202-G2	Removal of Asphalt Mat (Patching)	SY	213	\$	30.00	\$	6,400.00
403-G1	HMA/WMA (Patching) (GR SX) (CIP) (Minimum 6" depth)	SY	213	\$	95.00	\$	20,266.67
609-G1	Mountable Curb, Gutter & Sidewalk	LF	416	\$	45.00	\$	18,720.00
SAN-G1	4" Sanitary Sewer Service Connection	EA	52	\$	2,241.00	\$	116,532.00
TOTAL - SCHEDULE "G" WASTEWATER						\$	172,318.67

GRAND TOTAL (SCHEDULE A - G) \$ 2,138,610.47