

RESOLUTION NO. 2019-**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND STURGEON ELECTRIC COMPANY, INC. FOR THE 2019 TRAFFIC SIGNAL CONSTRUCTION PROJECT**

WHEREAS, the Town and Sturgeon Electric Company, Inc. ("Sturgeon"), Inc. have agreed to the terms and conditions by which Sturgeon will undertake the reconstruction of the traffic signal at the intersection of Factory Shops Boulevard/New Memphis Court and the construction of the traffic signal at the intersection of Meadows Boulevard/Future Street.

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 Construction Contract, the Town Council authorizes the expenditure and payment from the 2019 appropriation account number 120-3175-431.75-26 in an amount not to exceed \$419,900, plus an owner-managed contingency in the amount of \$25,500.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 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

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 Sturgeon Electric Company, Inc., a Michigan corporation ("Contractor"), 12150 E. 112th Avenue, Henderson, Colorado 80640

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	2019-03-05	14
2	2019-03-05	3

6. Special Conditions of the Contract:

Document	Title	Pages
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7. The following Specifications:
Town of Castle Rock Standard Special Provisions
Town of Castle Rock Project Special Provisions – 2019 Traffic Signal Construction
CDOT Standard Specifications
8. The following Drawings:
2019 Traffic Signal Design & Intersection Improvement Construction 100% Plans (Rev) 2019-02-13
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 \$419,900 (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 5 calendar days of Contract execution or 20 calendar days following the date of award, whichever comes later, and must complete work within 52 working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by **July 31, 2019**.

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 \$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 commercial general 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 but only to the extent Contractor was found negligent or to have caused such damages.

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:

STURGEON ELECTRIC COMPANY, INC.

By: Matthew Dunscomb
*Digitally signed by Matthew Dunscomb
DN: cn=US, email=mdunscomb@sturgeonelectric.com, o=Sturgeon Electric
Company, Inc., ou=Colorado Transportation, cn=Matthew Dunscomb
Date: 2019.04.22 09:31:54-0500

Title: Operations Manager

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

TOWN OF CASTLE ROCK
2019 TRAFFIC SIGNAL DESIGN
FACTORY SHOPS BLVD / NEW MEMPHIS CT, MEADOWS BLVD / FUTURE ST
CONSTRUCTION COST - SCHEDULE A

EXHIBIT A

ADDENDUM 1
March 5, 2019

					PROJECT TOTALS		
ITEM NUMBER	ITEM	UNIT	FACTORY SHOPS	MEADOWS BLVD	TOTAL QUANTITY	UNIT PRICE	COST
202-00250	REMOVAL OF PAVEMENT MARKINGS	SF	789	207	996	\$3.25	\$3,237.00
202-00810	REMOVAL OF GROUND SIGN	EA	1	2	3	\$90.00	\$270.00
202-00827	REMOVAL OF PULL BOX	EA		1	1	\$90.00	\$90.00
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1		1	\$7,475.00	\$7,475.00
203-01597	POTHOLING	HOURL	25	25	50	\$290.00	\$14,500.00
208-00035	AGGREGATE BAG	LF	18	18	36	\$29.00	\$1,044.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1	1	2	\$965.00	\$1,930.00
208-00053	STORM DRAIN INLET PROTECTION (TYPE I)	EA	4	4	8	\$75.00	\$600.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL	3.5	3.5	7	\$145.00	\$1,015.00
210-00830	RESET TRAFFIC SIGNAL FACE	EA	2		2	\$960.00	\$1,920.00
210-00892	PORTABLE PAN-TILT-ZOOM CAMERA (RESET)	EA	5		5	\$760.00	\$3,800.00
503-00018	DRILLED CAISSON (18 INCH)	LF	15	10	25	\$220.00	\$5,500.00
503-00036	DRILLED CAISSON (36 INCH)	LF	38	57	95	\$405.00	\$38,475.00
503-00048	DRILLED CAISSON (48 INCH)	LF	42	21	63	\$485.00	\$30,555.00
607-11525	FENCE (PLASTIC)	LF	25	25	50	\$7.00	\$350.00
613-00100	1 INCH ELECTRICAL CONDUIT	LF	20	40	60	\$10.00	\$600.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	425	310	735	\$15.00	\$11,025.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	850	620	1,470	\$17.00	\$24,990.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	165	135	300	\$12.00	\$3,600.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	160	100	260	\$13.00	\$3,380.00
613-07003	TYPE THREE PULL BOX	EA		1	1	\$820.00	\$820.00
613-07004	TYPE FOUR PULL BOX	EA	3	3	6	\$1,185.00	\$7,110.00
613-07005	TYPE FIVE PULL BOX	EA	1	2	3	\$1,570.00	\$4,710.00
613-10000	WIRING	LS	0.5	0.5	1	\$19,075.00	\$19,075.00
613-13000	LUMINAIRE (LED)	EA	4	4	8	\$915.00	\$7,320.00
613-50150	SECONDARY SERVICE PEDESTAL	EA		1	1	\$4,280.00	\$4,280.00
614-00011	SIGN PANEL (CLASS I)	SF	168	113	281	\$34.00	\$9,554.00
614-00014	LIGHTED STREET NAME SIGN (INSTALL ONLY)	EA	4	3	7	\$650.00	\$4,550.00
614-00216	STEEL SIGN POST (2X2 INCH TUBING)	LF	28		28	\$19.00	\$532.00
614-00218	STEEL SIGN POST (2.25X2.25 INCH TUBING)	LF	6		6	\$25.00	\$150.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	8	8	16	\$740.00	\$11,840.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	14	14	28	\$955.00	\$26,740.00
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	4	4	8	\$1,165.00	\$9,320.00
614-70450	TRAFFIC SIGNAL FACE (12-12-12-12) (INSTALL ONLY)	EA	4		4	\$610.00	\$2,440.00
614-70560	TRAFFIC SIGNAL FACE (12-12-12-12-12)	EA	1		1	\$1,270.00	\$1,270.00
614-72860	PEDESTRIAN PUSH BUTTON	EA	8	8	16	\$380.00	\$6,080.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EA	3	4	7	\$970.00	\$6,790.00
614-72864	FIRE PREEMPTION UNIT	EA	1	1	2	\$7,365.00	\$14,730.00
614-72896	INTERSECTION DETECTION SYSTEM (CAMERA) (INSTALL ONLY)	EA	1	1	2	\$4,060.00	\$8,120.00
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EA		1	1	\$5,585.00	\$5,585.00
614-75855	TRAFFIC SIGNAL CONTROLLER CABINET (INSTALL ONLY)	EA	1		1	\$5,585.00	\$5,585.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EA	4	4	8	\$2,680.00	\$21,440.00
614-84450	TRAFFIC SIGNAL PEDESTAL POLE STEEL (INSTALL ONLY)	EA	3	2	5	\$530.00	\$2,650.00
614-87321	CLOSED CIRCUIT TELEVISION (INSTALL ONLY)	EA		1	1	\$730.00	\$730.00
620-00020	SANITARY FACILITY	EACH			1	\$1,250.00	\$1,250.00
626-00000	MOBILIZATION	L S	0.5	0.5	1	\$14,550.00	\$14,550.00
627-00005	WATERBORNE PAVEMENT MARKING	GAL	13	20	33	\$160.00	\$5,280.00
630-00000	FLAGGING	HOURL			180	\$32.00	\$5,760.00
630-00007	TRAFFIC CONTROL INSPECTION	DAY			18	\$175.00	\$3,150.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY			55	\$685.00	\$37,675.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA			30	\$16.00	\$480.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA			6	\$7.00	\$42.00
630-80360	DRUM CHANNELIZING DEVICE	EA			30	\$24.00	\$720.00
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	EA			20	\$21.00	\$420.00
630-80380	TRAFFIC CONE	EA			100	\$27.00	\$2,700.00
630-85041	MOBILE ATTENUATOR	EA			2	\$940.00	\$1,880.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	0.5	0.5	1		
700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	FA		1	1	\$5,000.00	\$5,000.00
					0		
SUBTOTAL OF CONSTRUCTION ITEMS							\$414,684.00
TOTAL CONSTRUCTION COST							\$414,684.00

TOWN OF CASTLE ROCK
2019 TRAFFIC SIGNAL DESIGN
FACTORY SHOPS BLVD / NEW MEMPHIS CT, MEADOWS BLVD / FUTURE ST
CONSTRUCTION COST - SCHEDULE D

February 8, 2019

					PROJECT TOTALS		
ITEM NUMBER	ITEM	UNIT	FACTORY SHOPS	MEADOWS BLVD	TOTAL QUANTITY	UNIT PRICE	COST
614-87010	FIBER OPTIC CABLE (SINGLE MODE) (12 FIBER)	LF		90	90	\$1.50	\$135.00
614-87012	FIBER OPTIC TERMINATION PANEL (12 FIBER)	EA	1	1	2	\$1,090.00	\$2,180.00
614-87350	TEST FIBER OPTIC CABLE	L S	1		1	\$2,455.00	\$2,455.00
626-00000	MOBILIZATION	L S	0.5	0.5	1	\$400.00	\$400.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	0.5	0.5	1		
SUBTOTAL OF CONSTRUCTION ITEMS							\$5,170.00
TOTAL CONSTRUCTION COST							\$5,170.00

2019 Signal Construction, Bid Totals

TOTAL COST FOR BID SCHEDULE A: \$414,684.00
TOTAL COST FOR BID SCHEDULE B: _____
TOTAL COST FOR BID SCHEDULE C: _____
TOTAL COST FOR BID SCHEDULE D: \$5,170.00

GRAND TOTAL PROJECT COST: \$419,900.00

GRAND TOTAL PROJECT COST IN WORDS: _____

Four Hundred Nineteen Thousand Nine Hundred Dollars and Zero Cents

Note: For project "GRAND TOTAL PROJECT COST" to be considered, all individual bid schedule costs must be completed, including Schedule A, B, C, and D.

Note: Lowest bid will be based on the lowest "GRAND TOTAL PROJECT COST"