

TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and RN Civil Construction, LLC ("Contractor"), 5975 S. Quebec Street, #140, Centennial, 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. General Conditions
5. The following Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
1	4/4/19	10
2	4/15/19	8
3	4/19/19	3
4	4/19/19	6
5	4/22/19	1

6. Special Conditions of the Contract:

Document	Title	Pages
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7. The following Specifications:

**Town of Castle Rock Public Works Standards
Plum Creek Diversion Pump Station Project Specifications**

8. The following Drawings:

Plum Creek Diversion Pump Station Project 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 **\$9,228,500** (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 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 **14** calendar days, and must complete work within **361**-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by **May 31, 2020**.

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 **\$500** 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, Acting Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

By: _____

Title: _____

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

**EXHIBIT 1
(PROPOSAL/BID)**

BID SCHEDULE

1. BASE BID

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	374,000	374,000
2	Excavation, backfill, grading, drainage, demo work, installation, maintenance and removal of GESC BMPs as indicated on the plans and in accordance with Douglas County GESC criteria.	LS	1	220,000	220,000
3	Buried pipe, fittings, valves, hydrants, vaults, manholes, concrete encasement, and connections to existing piping	LS	1	2,260,000	2,260,000
4	Final grading, gravel surfacing, concrete curb and rock, fence and gates	LS	1	190,000	190,000
5	Seeding and mulching. Cost to seed and mulch all areas disturbed by construction including irrigation and maintenance as required to meet Douglas County revegetation requirements	LS	1	10,000	10,000
6	Drilled piers for Pump Station Building	LF	720	100	72,000
7	Pump Station Building. Reinforced concrete slabs on grade, elevated slabs, walls, masonry, metal building structure, doors, windows, skylights insulation, hatches, handrail, ladders, slide gates, HVAC, and lighting	LS	1	950,000	950,000
8	Raw water pumps, diversion pumps, future pump cans, submersible pumps, piping, fittings and valves, surge control system	LS	1	2,616,000	2,616,000
9	Electrical equipment including EUSERC service entrance, power distribution, VFDs, control and lighting panels, conductors, conduits, buried duct banks, exterior lighting, programming, radio tower	LS	1	1,570,000	1,570,000
10	Emergency Generator site automatic transfer switch and associated concrete work (this excludes the generator)	LS	1	140,000	140,000
11	Emergency Generator including installation	LS	1	760,000	760,000
12	Rock Excavation	CY	1350	10	13,500

	Description	Quantity	Units	Unit Price	Total Price
13	Miscellaneous Concrete	CY	20	500	10,000
14	Materials Testing Firm:	LS	1	20,000	20,000
15	Installation of new 2'-6"x3'-0" slide gate as shown on marked-up Plum Creek Diversion Modification drawings	LS	1	15,000	15,000
16	Installation of reservoir level transducer, FreeWaves radios and all misc. equipment needed to communicate reservoir level to new pump station.	LS	1	4,000	4,000
17	Installation of FreeWave radios and misc. equipment needed to communicate operational data from the existing Ravenna Pump Station to new pump station.	LS	1	4,000	4,000

Nine million two hundred twenty-eight thousand five
Total Base Bid in Words (Items 1 - 17)

hundred

\$ 9,228,500
Total Base Bid