

**RESOLUTION NO. 2019-**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH NORAA  
CONCRETE CONSTRUCTION CORPORATION FOR THE FOUNDERS PARKWAY  
(SH-86) AND ALLEN STREET INTERSECTIONS IMPROVEMENT PROJECT**

**WHEREAS**, the Town and Noraa Concrete Construction Corporation (“Noraa”) have agreed to the terms and conditions by which Noraa will undertake construction of the Founders Parkway (SH-86) and Allen Street Intersection Improvements 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 135-3175-431.78-38, in an amount not to exceed \$2,579,000, which includes a Town managed Contingency of \$83,000 unless authorized in writing by the Town of Castle Rock.

**PASSED, APPROVED AND ADOPTED** this 18 day of June, 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  
Works

\_\_\_\_\_  
Dan Sailer, P.E., Interim Director of Public

**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
(Founders Parkway (SH-86) & Allen Street Intersection Improvements Project)**

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Noraa Concrete Construction Corporation, a Colorado corporation, ("Contractor") 997 Platte River Boulevard, Brighton, Colorado 80601.

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:
 

<b>Number</b>	<b>Date</b>	<b>Pages</b>
1	4/3/2019	1 - 2
2	4/15/2019	1 - 8
6. Special Conditions of the Contract:
 

<b>Document</b>	<b>Title</b>	<b>Pages</b>
Founder's Parkway (SH-86) & Allen Way Intersection Improvements	Bid Documents	1 - 233
7. The following Specifications:  
General Conditions  
Project Special Provisions
8. The following Drawings:  
Founders Parkway / Allen Way Intersection Improvements Douglas County, Colorado  
STU M185-010 - CDOT Subaccount: 21475
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 \$2,495,989.40 (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 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 90 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by September 27, 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 \$4,100 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:**

**NORRA CONCRETE CONSTRUCTION CORPORATION**

By: \_\_\_\_\_

  
Lori Kain

Title: \_\_\_\_\_

  
Sec. Treasurer

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

## BID FORM

Item	Quantity	Unit Cost	Total
201-00000 Clearing & Grubbing	LS 1.0	\$ 14,100.00	\$ 14,100.00
202-00019 Removal of Inlet	EA 2.0	\$ 1,714.00	\$ 3,428.00
202-00195 Removal of Median Cover	SY 333.0	\$ 14.75	\$ 4,911.75
202-00200 Removal of Sidewalk	SY 853.0	\$ 18.50	\$ 15,780.50
202-00203 Removal of Curb & Gutter	LF 2,398.0	\$ 11.50	\$ 27,577.00
202-00210 Removal of Concrete Pavement	SY 2,853.0	\$ 28.00	\$ 79,884.00
202-00220 Removal of Asphalt Mat	SY 238.0	\$ 19.00	\$ 4,522.00
202-00240 Removal of Asphalt Mat (Planing)	SY 1,806.0	\$ 3.75	\$ 6,772.50
202-00250 Removal of Pavement Marking	SF 1,807.0	\$ 3.75	\$ 6,776.25
202-00750 Removal of Light Standard Foundation	EA 2.0	\$ 722.00	\$ 1,444.00
202-00810 Removal of Ground Sign	EA 17.0	\$ 257.00	\$ 4,369.00
202-00821 Removal of Sign Panel	EA 1.0	\$ 171.00	\$ 171.00
202-00828 Removal of Traffic Signal Equipment	LS 1.0	\$ 17,544.00	\$ 17,544.00
202-00895 Removal of Impact Attenuator	EA 1.0	\$ 817.00	\$ 817.00
202-01180 Removal of Median Barrier	LF 265.0	\$ 51.00	\$ 13,515.00
202-04002 Clean Culvert	EA 4.0	\$ 874.00	\$ 3,496.00
202-04005 Clean Valve Box	EA 3.0	\$ 481.00	\$ 1,443.00
202-04010 Clean Inlet	EA 1.0	\$ 1,569.00	\$ 1,569.00
203-00060 Embankment Material (CIP)	CY 3,297.0	\$ 56.00	\$ 184,632.00
203-01500 Blading	HR 20.0	\$ 140.00	\$ 2,800.00
203-01594 Combination Loader	HR 20.0	\$ 128.00	\$ 2,560.00
203-01597 Potholing	HR 40.0	\$ 273.00	\$ 10,920.00
203-02330 Laborer	HR 20.0	\$ 46.00	\$ 920.00
208-00002 Erosion Log Type 1 (12")	LF 620.0	\$ 6.50	\$ 4,030.00
208-00020 Silt Fence	LF 3,000.0	\$ 2.10	\$ 6,300.00
208-00035 Aggregate Bag	LF 80.0	\$ 10.75	\$ 860.00
208-00046 Pre-Fabricated Concrete Washout Structure	EA 2.0	\$ 2,394.00	\$ 4,788.00
208-00075 Pre-Fabricated Vehicle Tracking Pad	EA 2.0	\$ 2,288.00	\$ 4,576.00
208-00103 Removal & Disposal of Sediment (Labor)	HR 24.0	\$ 73.50	\$ 1,764.00
208-00105 Removal & Disposal of Sediment (Equipment)	HR 24.0	\$ 118.00	\$ 2,832.00
208-00106 Sweeping (Sediment Removal)	HR 24.0	\$ 179.00	\$ 4,296.00
208-00107 Removal of Trash	HR 8.0	\$ 1,300.00	\$ 10,400.00
208-00207 Erosion Control Management (ECM)	DY 20.0	\$ 152.00	\$ 3,040.00
208 Stabilized Staging Area	SY 210.0	\$ 11.00	\$ 2,310.00
210 Modify Inlet (Special)	EA 1.0	\$ 4,086.00	\$ 4,086.00

210-00750	Reset Light Standard Foundation	EA	2.0	\$	1,570.00	\$	3,140.00
210-00760	Reset Luminaire	EA	5.0	\$	304.00	\$	1,520.00
210-00815	Reset Sign Panel	EA	1.0	\$	188.00	\$	188.00
210-00890	Reset Intersection Detection System (Camera)	EA	1.0	\$	1,025.00	\$	1,025.00
210-04010	Adjust Manhole	EA	5.0	\$	649.00	\$	3,245.00
210-04015	Modify Manhole	EA	1.0	\$	3,203.00	\$	3,203.00
210-04050	Adjust Valve Box	EA	4.0	\$	648.00	\$	2,592.00
210-04060	Adjust Water Meter	EA	1.0	\$	1,680.00	\$	1,680.00
210-01710	Reset Valve Box	EA	1.0	\$	815.00	\$	815.00
212-00006	Seeding (Native)	AC	1.0	\$	942.00	\$	942.00
212-00032	Soil Conditioning	AC	1.0	\$	3,704.00	\$	3,704.00
212-00050	Sod	SF	3,450.0	\$	1.85	\$	6,382.50
213-00002	Mulching (Weed Free Hay)	AC	1.0	\$	942.00	\$	942.00
213-00061	Mulch Tackifier	LB	100.0	\$	3.75	\$	375.00
213-00067	Rock Mulch (Weed Free)	SF	2,497.0	\$	4.00	\$	9,988.00
213-00070	Landscape Weed Barrier Fabric	SY	278.0	\$	2.25	\$	625.50
217-00020	Herbicide Treatment	HR	8.0	\$	282.00	\$	2,256.00
250-00010	Environmental Health & Safety Management	LS	1.0	\$	3,139.00	\$	3,139.00
304-06007	Aggregate Base Course (Class 6)	CY	68.0	\$	57.00	\$	3,876.00
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	TN	123.0	\$	159.50	\$	19,618.50
403-34771	Hot Mix Asphalt (Grading SX) (75) (PG 76-28)	TN	458.0	\$	133.00	\$	60,914.00
411-10255	Emulsified Asphalt (Slow Setting)	GAL	239.0	\$	6.00	\$	1,434.00
412-01100	Concrete Pavement (11")	SY	3,424.0	\$	102.00	\$	349,248.00
412-01120	Concrete Pavement (11") (Fast Track)	SY	804.0	\$	176.00	\$	141,504.00
503-00018	Drilled Caisson (18")	LF	5.0	\$	245.00	\$	1,225.00
503-00036	Drilled Caisson (36")	LF	19.0	\$	370.00	\$	7,030.00
503-00042	Drilled Caisson (42")	LF	17.0	\$	546.00	\$	9,282.00
503-00048	Drilled Caisson (48")	LF	21.0	\$	653.00	\$	13,713.00
503-00054	Drilled Caisson (54")	LF	42.0	\$	816.00	\$	34,272.00
504-08050	Stone Landscape Wall	SF	385.0	\$	227.00	\$	87,395.00
507-00000	Concrete Slope & Ditch Paving	CY	6.0	\$	326.00	\$	1,956.00
514-00400	Concrete Sealer	SY	128.0	\$	82.00	\$	10,496.00
603-01185	18" Reinforced Concrete Pipe	LF	25.0	\$	340.00	\$	8,500.00
604-00305	Inlet Type C (5')	EA	1.0	\$	7,233.00	\$	7,233.00
604-16510	Inlet Type 16 (Double) (10')	EA	2.0	\$	11,457.00	\$	22,914.00
607-11525	Fence (Plastic)	LF	1,000.0	\$	3.50	\$	3,500.00
608-00006	Concrete Sidewalk (6")	SY	695.0	\$	68.00	\$	47,260.00



608	Concrete Sidewalk (6") (Special)	SY	126.0	\$	97.00	\$	12,222.00
608-00010	Concrete Curb Ramp	SY	70.0	\$	135.00	\$	9,450.00
609-21010	Curb & Gutter Type 2 (Section IB)	LF	817.0	\$	30.00	\$	24,510.00
609-21020	Curb & Gutter Type 2 (Section IIB)	LF	1,043.0	\$	34.00	\$	35,462.00
609	Curb & Gutter Type 2 (Section IIB) (Special)	LF	416.0	\$	37.00	\$	15,392.00
609	Median Nose	SF	108.0	\$	16.50	\$	1,782.00
610-00020	Median Cover Material (Patterned Concrete)	SF	1,693.0	\$	12.50	\$	21,162.50
613-00206	2" Electrical Conduit (Bored)	LF	500.0	\$	20.00	\$	10,000.00
613-00306	3" Electrical Conduit (Bored)	LF	935.0	\$	21.50	\$	20,102.50
613-01200	2" Electrical Conduit (Plastic)	LF	25.0	\$	24.00	\$	600.00
613-01300	3" Electrical Conduit (Plastic)	LF	50.0	\$	29.00	\$	1,450.00
613-07002	Type 2 Pull Box	EA	1.0	\$	1,055.00	\$	1,055.00
613-07003	Type 3 Pull Box	EA	5.0	\$	1,396.00	\$	6,980.00
613-10000	Wiring	LS	1.0	\$	18,311.00	\$	18,311.00
613-40010	Light Standard Foundation	EA	2.0	\$	2,028.00	\$	4,056.00
614-00011	Sign Panel (Class I)	SF	254.0	\$	28.00	\$	7,112.00
614-00012	Sign Panel (Class II)	SF	158.0	\$	36.00	\$	5,688.00
614-00013	Sign Panel (Class III)	SF	90.0	\$	42.00	\$	3,780.00
614-00220	Steel Sign Post (2.5 x 2.5" Tubing)	LF	84.0	\$	19.50	\$	1,638.00
614-01585	Steel Sign Support (2 1/2" Round Sch 80) (Post)	LF	150.0	\$	30.50	\$	4,575.00
614-01588	Steel Sign Support (2 1/2" round Sch 80) (Slipbase)	EA	13.0	\$	414.00	\$	5,382.00
614-70150	Pedestrian Signal Face (16) (Countdown)	EA	8.0	\$	728.00	\$	5,824.00
614-70336	Traffic Signal Face (12-12-12)	EA	24.0	\$	948.00	\$	22,752.00
614-70448	Traffic Signal Face (12-12-12-12)	EA	5.0	\$	1,332.00	\$	6,660.00
614-70560	Traffic Signal Face (12-12-12-12-12)	EA	3.0	\$	1,385.00	\$	4,155.00
614-72860	Pedestrian Push Button	EA	4.0	\$	1,780.00	\$	7,120.00
614-72866	Fire Preemption Unit & Timer	EA	3.0	\$	4,453.00	\$	13,359.00
614-72887	Microwave Vehicle Radar Detector	EA	6.0	\$	10,762.00	\$	64,572.00
614-81011	Traffic Signal - Light Pole Steel (1 Mast Arm) (INSTALL ONLY)	EA	4.0	\$	1,475.00	\$	5,900.00
614-81012	Traffic Signal - Light Pole Steel (2 Mast Arm) (INSTALL ONLY)	EA	1.0	\$	1,475.00	\$	1,475.00
614-84100	Traffic Signal Pedestal Pole Aluminum	EA	1.0	\$	2,003.00	\$	2,003.00
620-00020	Sanitary Facility	EA	1.0	\$	1,358.00	\$	1,358.00
621-00450	Detour Pavement	SY	770.0	\$	82.00	\$	63,140.00
625-00000	Construction Surveying	LS	1.0	\$	14,920.00	\$	14,920.00
626-00000	Mobilization	LS	1.0	\$	192,000.00	\$	192,000.00
627-00008	Modified Epoxy Pavement Marking	GAL	24.4	\$	255.00	\$	6,222.00
627-00013	Pavement Marking Paint (Low Voc Solvent Base)	GAL	35.0	\$	132.00	\$	4,620.00



