

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Plum Creek Parkway Roadway and Widening Improvements
Phase 1A – Storm Sewer 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 53 Corporation, LLC, a Colorado Corporation, (Contractor), whose address is 5655 Peterson Road, Sedalia, Colorado 80135.

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	8/22/2019	
6. Special Conditions of the Contract:

Document	Title	Pages
Plum Creek Parkway Roadway and Widening Improvements Phase 1A – Storm Sewer	Bid Documents	1 - 153
7. The following Specifications:
General Conditions
Project Special Provisions
8. The following Drawings:
Plum Creek Parkway Widening and Roundabout Improvements S Gilbert St/Lake Gulch Rd to Eaton St Phase 1A Storm Sewer
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 \$1,053,000 (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 120 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by January 28, 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 \$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.

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:

53 Corporation, LLC

By: _____

Title: _____

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

(PROPOSAL/BID)

PLUM CREEK PARKWAY ROADWAY AND WIDENING IMPROVEMENTS PHASE 1A - STORM SEWER
 BID SCHEDULE - DATED AUGUST 22, 2019
 ADDENDUM NO. 1

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	LS	1	7,500.00	7,500.00
202-00019	REMOVAL OF INLET	EA	1	1,000.00	1,000.00
202-00035	REMOVAL OF PIPE	LF	350	35.00	12,250.00
202-00037	REMOVAL OF END SECTION	EA	6	230.00	1,380.00
202-00195	REMOVAL OF MEDIAN COVER	SY	39	17.00	663.00
202-00200	REMOVAL OF SIDEWALK	SY	19	30.00	570.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	320	7.00	2,240.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	75	18.00	1,350.00
202-00220	REMOVAL OF ASPHALT MAT	SY	420	8.00	3,360.00
202-00810	REMOVAL OF GROUND SIGN	EA	2	90.00	180.00
202-00997	REMOVAL OF CONCRETE SLOPE PROTECTION	SY	100	19.00	1,900.00
203-00100	MUCK EVACUATION	CY	750	40.00	30,000.00
203-00400	ROCK EXCAVATION	CY	200	90.00	18,000.00
203-01597	POTHOLING	HR	50	250.00	12,500.00
203-99999	SWALE EXCAVATION	LF	1660	13.00	21,580.00
208-00020	SILT FENCE	LF	2310	2.00	4,620.00
208-00035	AGGREGATE BAG	LF	153	15.00	2,295.00
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1	1,800.00	1,800.00
208-00050	STORM DRAIN INLET PROTECTION	EA	15	200.00	3,000.00
208-00070	VEHICLE TRACKING CONTROL	EA	1	1,600.00	1,600.00
208-00300	TEMPORARY BERMS	LF	113	7.00	791.00
208-00999	CONSTRUCTION FENCE	LF	200	2.00	400.00
210-00050	RESET FIRE HYDRANT	EA	2	3,500.00	7,000.00
212-00006	SEEDING (NATIVE)	AC	0.93	1,400.00	1,302.00
213-00004	MULCHING (WEED FREE STRAW)	AC	0.93	1,700.00	1,581.00
403-00721	HOT MIX ASPHALT (PATCHING)	SY	655	100.00	65,500.00
506-00020	RESET RIPRAP (CHECK DAMS)	CY	101	23.00	2,323.00
603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	59	175.00	10,325.00
603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	980	145.00	142,100.00
603-01300	30 INCH REINFORCED CONCRETE PIPE	LF	26	220.00	5,720.00
603-01360	36 INCH REINFORCED CONCRETE PIPE	LF	545	185.00	100,825.00
603-01420	42 INCH REINFORCED CONCRETE PIPE	LF	66	230.00	15,180.00
603-01480	48 INCH REINFORCED CONCRETE PIPE	LF	285	240.00	68,400.00
603-01540	54 INCH REINFORCED CONCRETE PIPE	LF	331	265.00	87,715.00
604-16010	INLET TYPE 16 (10 FOOT)	EA	2	9,100.00	18,200.00
604-19105	INLET TYPE-R-15 (15 FOOT)	EA	1	12,700.00	12,700.00
604-19110	INLET TYPE-R-L10 (5 FOOT)	EA	1	11,100.00	11,100.00
604-19110	INLET TYPE-R-L10 (10 FOOT)	EA	1	12,400.00	12,400.00
604-30010	MANHOLE SLAB BASE (10 FOOT)	EA	6	8,500.00	51,000.00
604-30015	MANHOLE SLAB BASE (15 FOOT)	EA	6	10,000.00	60,000.00
604-30020	MANHOLE SLAB BASE (20 FOOT)	EA	4	11,100.00	44,400.00
609-21010	CURB AND GUTTER TYPE VC1	LF	61	50.00	3,050.00
619-99996	LOWER 2" WATER LINE	EA	1	4,100.00	4,100.00
619-99997	LOWER 8" WATER LINE	EA	3	8,300.00	24,900.00
619-99998	LOWER 12" WATER LINE	EA	1	13,000.00	13,000.00
619-99999	LOWER 16" WATER LINE	EA	2	17,000.00	34,000.00
625-00000	CONSTRUCTION SURVEYING	LS	1	11,000.00	11,000.00
626-00000	MOBILIZATION	LS	1	35,000.00	35,000.00
627-00002	PAVEMENT MARKING PAINT	GAL	3	400.00	1,200.00
630-00003	TRAFFIC CONTROL	LS	1	55,000.00	55,000.00
700-70380	F/A EROSION CONTROL	FA	1	\$ 5,000.00	\$ 5,000.00
700-70999	F/A LANDSCAPE RESTORATION	FA	1	\$ 5,000.00	\$ 5,000.00
720-70999	MATERIALS AND SAMPLE TESTING	LS	1	\$ 15,000.00	\$ 15,000.00

TOTAL PROJECT COSTS:

1,053,000.00

TOTAL PROJECT COSTS IN WORDS:

ONE MILLION FIFTY THREE THOUSAND DOLLARS AND ZERO CENTS.