

TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

2018 MINOR DRAINAGEWAY 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 53 Corporation, LLC (“Contractor”), a Colorado Limited Liability Company, 5655 Peterson Road, Sedalia CO 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	09-05-19	34
2	09-11-19	4
6. Special Conditions of the Contract:
 - 2018 Minor Drainageway Improvements Project Special Conditions
 - USACE Section 404 Nationwide Permit
7. The following Specifications:
 - Town of Castle Rock Public Works Regulations
 - CDOT Standard Specifications and Special Provisions
 - Technical Specifications for 2018 Minor Drainageway Improvements
8. The following Drawings:
 - Public Improvement Construction Plans for 2018 Minor Drainageway Improvements
 - Grading, Erosion and Sediment Control Plan for 2018 Minor Drainageway Improvements

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 SIX HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS (\$696,595.00) (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 working days from and including the date of Notice to Proceed, according to the General Conditions.

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 \$1,000.00 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:

By: _____

Title: _____

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

EXHIBIT 1
(PROPOSAL/BID)

Exhibit 1

BID SCHEDULE

1. BASE BID – 2018 MINOR DRAINAGEWAY IMPROVEMENTS

NO.	CDOT BID ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	201-00001	Clearing and Grubbing	AC	3.5	3,000 ⁰⁰	10,500 ⁰⁰
2	202-00010	Removal of Tree	EA	5	300 ⁰⁰	1,500 ⁰⁰
3	202-00027	Removal of Riprap	SY	30	25 ⁰⁰	750 ⁰⁰
4	202-00035	Removal of Pipe	LF	35	30 ⁰⁰	1,050 ⁰⁰
5	202-00037	Removal of End Section	EA	5	300 ⁰⁰	1,500 ⁰⁰
6	203-00060	Embankment Material (Complete in Place)	CY	2,035	15 ⁰⁰	30,525 ⁰⁰
7	207-00205	Topsoil	CY	465	39 ⁰⁰	18,135 ⁰⁰
8	208-00012	Erosion Log Type 1 (9 Inch)	LF	3,600	4 ⁰⁰	14,400 ⁰⁰
9	208-00020	Silt Fence	LF	2,400	2 ⁰⁰	4,800 ⁰⁰
10	208-00041	Rock Check Dam	EA	11	2,100 ⁰⁰	23,100 ⁰⁰
11	208-00045	Concrete Washout Structure	EA	1	1,400 ⁰⁰	1,400 ⁰⁰
12	208-00052	Storm Drain Inlet Protection (Type II)	LF	25	60 ⁰⁰	1,500 ⁰⁰
13	208-00070	Vehicle Tracking Pad	EA	2	1,700 ⁰⁰	3,400 ⁰⁰
14	208-00521	Temporary Stream Crossing	EA	1	8,000 ⁰⁰	8,000 ⁰⁰
15	211-03005	Dewatering	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
16	212-00006	Seeding (Native)	AC	3.5	1,250 ⁰⁰	4,375 ⁰⁰
17	213-00004	Mulching (Weed Free Straw)	AC	3.5	1,600 ⁰⁰	5,600 ⁰⁰
18	216-00201	Soil Retention Blanket (Straw-Coconut) (Biodegradable Class)	SY	170	7 ⁰⁰	1,190 ⁰⁰
19	603-01185	18 Inch Reinforced Concrete Pipe (Complete in Place)	LF	500	123 ⁰⁰	61,500 ⁰⁰
20	603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place)	LF	680	144 ⁰⁰	97,920 ⁰⁰
21	603-01365	36 Inch Reinforced Concrete Pipe (Complete in Place)	LF	200	198 ⁰⁰	39,600 ⁰⁰
22	603-05018	18 Inch Reinforced Concrete End Section	EA	1	3,300 ⁰⁰	3,300 ⁰⁰
23	603-05024	24 Inch Reinforced Concrete End Section	EA	2	3,500 ⁰⁰	7,000 ⁰⁰
24	603-05036	36 Inch Reinforced Concrete End Section	EA	1	4,200 ⁰⁰	4,200 ⁰⁰
25	604-00305	Inlet Type C (5 Foot)	EA	1	7,100 ⁰⁰	7,100 ⁰⁰
26	604-30005	Manhole Slab Base (5 Foot)	EA	1	5,900 ⁰⁰	5,900 ⁰⁰
27	604-30010	Manhole Slab Base (10 Foot)	EA	9	6,000 ⁰⁰	54,000 ⁰⁰
28	604-30015	Manhole Slab Base (15 Foot)	EA	5	6,700 ⁰⁰	33,500 ⁰⁰
29	607-00005	End Post	EA	4	325 ⁰⁰	1,300 ⁰⁰

30	607-01000	Fence Barbed Wire with Metal Posts	LF	130	7.00	910.00
31	607-11525	Fence (Plastic)	LF	7,900	2.00	15,800.00
32	608-00006	Concrete Sidewalk (6 Inch)	SY	340	71.00	24,140.00
33	625-00000	Construction Surveying	LS	1	9,000.00	9,000.00
34	626-00000	Mobilization	LS	1	40,000.00	40,000.00
35	630-00016	Traffic Control (Special)	LS	1	3,500.00	3,500.00
SUBTOTAL CDOT ITEMS:						550,395.00

NO.	UDFCD ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	BP-02-001	Soil Lift, Wrapped	LF	2,050	41.00	84,050.00
2	ESC-06-001	Culvert Inlet Protection	EA	1	300.00	300.00
3	ESC-17-002	Stabilized Staging Area	SY	980	10.00	9,800.00
4	RW-11-002	Riprap, Void-Filled, Type L	CY	26	150.00	3,900.00
5	RW-11-003	Riprap, Void-Filled, Type M	CY	70	135.00	9,450.00
6	SC-13-002	Grout	CY	30	350.00	10,500.00
SUBTOTAL UDFCD ITEMS:						118,000.00

NO.	SPECIAL ITEMS	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	CRW-01063	Material Sampling and Testing	LS	1	6,000.00	6,000.00
2	CRW-09018	18 Inch Reinforced Concrete Pipe Internal Energy Dissipater	LF	15	320.00	4,800.00
3	CRW-09024	24 Inch Reinforced Concrete Pipe Internal Energy Dissipater	LF	20	330.00	6,600.00
4	CRW-09036	36 Inch Reinforced Concrete Pipe Internal Energy Dissipater	LF	30	360.00	10,800.00
SUBTOTAL SPECIAL ITEMS:						28,200.00

TOTAL BASE BID: 696,595.00

Six Hundred Ninety Six Thousand, Five Hundred
 Total Base Bid in Words (CDOT Items 1 – 35, UDFCD Items 1 – 6, and SPECIAL Items 1 – 4)
 Ninety Five Dollars & NO/100