

RESOLUTION NO. 2020-

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JALISCO INTERNATIONAL, INC., FOR THE PLUM CREEK PARKWAY WIDENING & ROUNDABOUT IMPROVEMENT PHASE 1B PROJECT**

**WHEREAS**, the Town and Jalisco International, Inc. (“Jalisco”) have agreed to the terms and conditions by which Jalisco will undertake construction of the Plum Creek Parkway Widening & Roundabout Improvement Phase 1B 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 2020 appropriation account 135-3175-431.77-05, in an amount not to exceed \$4,846,042, which includes a Town managed contingency of \$440,549 and account 135-3175-431.78-82, in an amount not to exceed \$992,563, which includes a Town managed contingency of \$90,233, and account 120-3175-431.40-35, in an amount not to exceed \$978,542, which includes a Town managed contingency of \$88,959, unless authorized in writing by the Town of Castle Rock.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020 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

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

**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT**

**PLUM CREEK PARKWAY WIDENING & ROUNDABOUT IMPROVEMENT PHASE 1B PROJECT**

THIS CONSTRUCTION CONTRACT (Contract) is made at the Town of Castle Rock, Colorado, between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **JALISCO INTERNATIONAL INC.** ("Contractor") a Colorado corporation whose address is 6663 Colorado Blvd, Commerce City, CO 80022.

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	1/16/20	38
6. Special Conditions of the Contract:

Document	Title	Pages
Plum Creek Parkway Roadway Widening and Roundabout Improvements Phase 1B	Bid Documents	1-239
7. The following Specifications:  
Standard Special Provisions  
Project Special Provisions  
Town of Castle Rock SOP's
8. The following Drawings:  
Plum Creek Parkway Widening and Roundabout Improvements Phase 1B Construction Plans Dec. 19, 2019
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 \$6,197,405.40 (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 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 10 calendar days, and must complete work within 225 calendar days from and including the date of Notice to Proceed, according to the General Conditions.

**LIQUIDATED DAMAGES.** If the Contractor fails to substantially complete the Work by the date set for substantial 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 \$5,800 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 \_\_\_\_\_, 2020.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

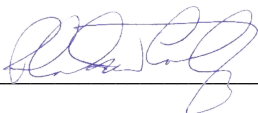
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

**CONTRACTOR:**

**JALISCO INTERNATIONAL, INC.**

By:



Title:

\_\_\_\_\_  
President

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

ADDENDUM 1  
 PLUM CREEK PARKWAY WIDENING & ROUNDABOUT IMPROVEMENTS - PHASE 1B  
 BID SCHEDULE - DATED 1/16/20

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	LS	1	\$ 22,800.00	\$ 22,800.00
202-00010	REMOVAL OF TREE	EACH	6	\$ 800.00	\$ 4,800.00
202-00019	REMOVAL OF INLET	EACH	4	\$ 900.00	\$ 3,600.00
202-00021	REMOVAL OF MANHOLE	EACH	3	\$ 2,500.00	\$ 7,500.00
202-00027	REMOVAL OF RIPRAP	SY	556	\$ 13.50	\$ 7,506.00
202-00031	REMOVAL OF FIRE HYDRANT	EACH	1	\$ 1,500.00	\$ 1,500.00
202-00033	REMOVAL OF PIPE	LF	618	\$ 45.00	\$ 27,810.00
202-00037	REMOVAL OF END SECTION	EACH	6	\$ 225.00	\$ 1,350.00
202-00039	REMOVAL OF BOLLARD	EACH	1	\$ 350.00	\$ 350.00
202-00090	REMOVAL OF DELINEATOR	EACH	16	\$ 15.00	\$ 240.00
202-00195	REMOVAL OF MEDIAN COVER	SY	129	\$ 17.00	\$ 2,193.00
202-00200	REMOVAL OF SIDEWALK	SY	2774	\$ 8.00	\$ 22,192.00
202-00201	REMOVAL OF CURB	LF	5879	\$ 3.00	\$ 17,637.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	3001	\$ 3.00	\$ 9,003.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	11356	\$ 12.50	\$ 141,950.00
202-00220	REMOVAL OF ASPHALT MAT	SY	9040	\$ 10.00	\$ 90,400.00
202-00700	REMOVAL OF LIGHT POLE AND FOUNDATION	EACH	3	\$ 1,315.00	\$ 3,945.00
202-00810	REMOVAL OF GROUND SIGN	EACH	21	\$ 80.00	\$ 1,680.00
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 12,900.00	\$ 12,900.00
202-01000	REMOVAL OF FENCE	LF	89	\$ 3.50	\$ 311.50
202-05040	SAWCUT	LF	526	\$ 12.75	\$ 6,706.50
202-09000	REMOVAL OF SOD	SF	4191	\$ 0.45	\$ 1,885.95
202-99998	FLOWFILL (ABANDON 60" CMP)	CY	290	\$ 120.00	\$ 34,800.00
202-99999	PLUG EXISTING PIPE	EACH	3	\$ 1,050.00	\$ 3,150.00
203-00010	UNCLASSIFIED EXCAVATION (CIP)	CY	17910	\$ 18.50	\$ 331,335.00
203-00050	UNSUITABLE MATERIAL	CY	500	\$ 58.00	\$ 29,000.00
203-01597	POTHOLING	HOUR	100	\$ 180.00	\$ 18,000.00
203-04000	ROCK EXCAVATION	CY	500	\$ 130.00	\$ 65,000.00
207-00210	STOCKPILE & REDISTRIBUTE TOPSOIL	CY	1000	\$ 32.00	\$ 32,000.00
208-00020	SILT FENCE	LF	1809	\$ 2.15	\$ 3,889.35
208-00030	SEDIMENT BASIN	EACH	1	\$ 5,715.00	\$ 5,715.00
208-00999	CONSTRUCTION FENCE	LF	9177	\$ 1.80	\$ 16,518.60
210-00050	RESET FIRE HYDRANT	EACH	2	\$ 4,100.00	\$ 8,200.00
210-00810	RESET GROUND SIGN	EACH	14	\$ 135.00	\$ 1,890.00
210-00824	RESET SPECIAL GROUND SIGN	EACH	1	\$ 1,000.00	\$ 1,000.00
210-04000	ADJUST VALVE BOX	EACH	3	\$ 470.00	\$ 1,410.00
210-04010	ADJUST MANHOLE	EACH	9	\$ 630.00	\$ 5,670.00
210-99999	RESET ART STRUCTURE	EACH	1	\$ 9,700.00	\$ 9,700.00
212-00004	SEEDING AND MULCHING	AC	4.34	\$ 4,700.00	\$ 20,398.00
216-00041	EROSION CONTROL BLANKET	SY	4560	\$ 2.75	\$ 12,540.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	19857	\$ 26.00	\$ 516,282.00
304-60010	AGGREGATE BASE COURSE (CLASS 6)(MAINTENANCE PATH)	TON	103	\$ 118.00	\$ 12,154.00
306-00000	RECONDITIONING (12" DEPTH)	SY	33075	\$ 9.00	\$ 297,675.00
403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	TON	9474	\$ 88.00	\$ 833,712.00
403-33741	HOT MIX ASPHALT (GRADING SX) (75) (PG 64-22)	TON	3158	\$ 90.00	\$ 284,220.00

**ADDENDUM 1**  
**PLUM CREEK PARKWAY WIDENING & ROUNDABOUT IMPROVEMENTS - PHASE 1B**  
**BID SCHEDULE - DATED 1/16/20**

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
412-01080	CONCRETE PAVEMENT (10") (CROSS PAN)	SY	287	\$ 120.00	\$ 34,440.00
504-03900	RETAINING WALL (STONE BLOCK)	SF	792	\$ 135.00	\$ 106,920.00
504-03901	RETAINING WALL (CONCRETE CURB)	SF	639	\$ 45.00	\$ 28,755.00
504-03903	CRESTWALL	SF	219	\$ 80.00	\$ 17,520.00
506-00424	SOIL RIPRAP (24 INCH)	CY	375	\$ 100.00	\$ 37,500.00
514-00200	PEDESTRIAN RAILING (STEEL)	LF	108	\$ 185.00	\$ 19,980.00
601-99998	FOREBAY CONCRETE	CY	11	\$ 980.00	\$ 10,780.00
601-99999	TRICKLE CHANNEL	CY	5	\$ 950.00	\$ 4,750.00
603-01150	15 INCH REINFORCED CONCRETE PIPE	LF	18	\$ 98.00	\$ 1,764.00
603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	450	\$ 110.00	\$ 49,500.00
603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	432	\$ 190.00	\$ 82,080.00
603-01420	42 INCH REINFORCED CONCRETE PIPE	LF	492	\$ 300.00	\$ 147,600.00
603-01480	48 INCH REINFORCED CONCRETE PIPE	LF	274	\$ 270.00	\$ 73,980.00
603-01540	54 INCH REINFORCED CONCRETE PIPE	LF	135	\$ 350.00	\$ 47,250.00
603-05018	FLARED END SECTION (18 INCH)	EACH	1	\$ 2,150.00	\$ 2,150.00
603-05019	42 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$ 4,900.00	\$ 4,900.00
604-13010	INLET TYPE 13 (10 FOOT)	EACH	1	\$ 4,400.00	\$ 4,400.00
604-16005	INLET TYPE 16 (5 FOOT)	EACH	4	\$ 4,200.00	\$ 16,800.00
604-16010	INLET TYPE 16 (10 FOOT)	EACH	2	\$ 3,500.00	\$ 7,000.00
604-16050	INLET TYPE 16 (SINGLE) (SPECIAL)	EACH	1	\$ 2,200.00	\$ 2,200.00
604-16550	INLET TYPE 16 (DOUBLE) (SPECIAL)	EACH	1	\$ 3,500.00	\$ 3,500.00
604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	2	\$ 4,000.00	\$ 8,000.00
604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	5	\$ 4,500.00	\$ 22,500.00
604-19210	INLET TYPE R L 10 (10 FOOT)	EACH	1	\$ 5,500.00	\$ 5,500.00
604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	1	\$ 7,500.00	\$ 7,500.00
604-19310	INLET TYPE R L 15 (10 FOOT)	EACH	1	\$ 8,500.00	\$ 8,500.00
604-20000	OUTLET STRUCTURE	EACH	1	\$ 14,000.00	\$ 14,000.00
604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	2	\$ 5,800.00	\$ 11,600.00
604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	7	\$ 7,800.00	\$ 54,600.00
604-30015	MANHOLE SLAB BASE (15 FOOT)	EACH	2	\$ 8,500.00	\$ 17,000.00
606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING)	LF	486	\$ 27.50	\$ 13,365.00
606-02003	END ANCHORAGE (NONFLARED)	EACH	2	\$ 3,200.00	\$ 6,400.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	5304	\$ 59.00	\$ 312,936.00
608-00010	CONCRETE CURB RAMP	SY	503	\$ 180.00	\$ 90,540.00
609-21010	CURB AND GUTTER TYPE VC1	LF	5772	\$ 25.00	\$ 144,300.00
609-21020	CURB AND GUTTER TYPE VC2	LF	8797	\$ 26.50	\$ 233,120.50
609-24006	GUTTER TYPE 2 (6 FOOT)	LF	45	\$ 50.00	\$ 2,250.00
609-99999	STAMPED FACE CONCRETE SPLASHBLOCK	LF	417	\$ 20.00	\$ 8,340.00
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	20536	\$ 7.00	\$ 143,752.00
610-20000	CONCRETE TRUCK APRON (10 INCH)	SF	7200	\$ 10.00	\$ 72,000.00
612-00001	DELINEATOR (TYPE I)	EACH	5	\$ 4.50	\$ 22.50
613-00200	2 INCH ELECTRICAL CONDUIT (FUTURE FIBER)	LF	3576	\$ 15.50	\$ 55,428.00
613-00201	2 INCH ELECTRICAL CONDUIT (IREA)	LF	4000	\$ 15.50	\$ 62,000.00
613-00301	3 INCH ELECTRICAL CONDUIT (IREA)	LF	4000	\$ 17.75	\$ 71,000.00
613-07034	PULL BOX (24"X36"X18")(FUTURE FIBER)	EACH	18	\$ 1,700.00	\$ 30,600.00



ADDENDUM 1  
PLUM CREEK PARKWAY WIDENING & ROUNDABOUT IMPROVEMENTS - PHASE 1B  
BID SCHEDULE - DATED 1/16/20

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
613-00099	90 DEGREE SWEEP (IREA)	EACH	60	\$ 85.00	\$ 5,100.00
614-80003	RECTANGULAR RAPID FLASHING BEACON (SINGLE SIDED)	EACH	8	\$ 6,500.00	\$ 52,000.00
614-80030	RECTANGULAR RAPID FLASHING BEACON (DOUBLE SIDED)	EACH	5	\$ 7,500.00	\$ 37,500.00
614-00011	SIGN PANEL (CLASS I)	SF	325	\$ 165.00	\$ 53,625.00
614-00216	STEEL SIGN POST (TOCR DETAIL ST-1)	LF	473	\$ 55.00	\$ 26,015.00
621-00450	DETOUR PAVEMENT	SY	2775	\$ 55.00	\$ 152,625.00
623-00602	2 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	214	\$ 5.25	\$ 1,123.50
623-01712	1-1/2 INCH BACKFLOW PREVENTER	EACH	1	\$ 3,000.00	\$ 3,000.00
623-07012	1-1/2 INCH WATER METER (IRRIGATION)	EACH	1	\$ 6,900.00	\$ 6,900.00
625-00000	CONSTRUCTION SURVEYING	L S	1	\$ 46,900.00	\$ 46,900.00
626-00000	MOBILIZATION	L S	1	\$ 230,000.00	\$ 230,000.00
627-00008	PAVEMENT MARKING PAINT	GAL	135	\$ 95.00	\$ 12,825.00
627-00070	PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	1125	\$ 18.00	\$ 20,250.00
630-00003	TRAFFIC CONTROL	LS	1	<del>\$ 230,000.00</del> 205,000	<del>\$ 230,000.00</del> 205,000
630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	2	\$ 9,000.00	\$ 18,000.00
699-99999	MATERIALS TESTING	LS	1	\$ 150,000.00	\$ 150,000.00
700-70010	MINOR CONTRACT REVISIONS	FA	1	\$100,000	\$100,000
700-70310	LANDSCAPING & IRRIGATION RESTORATION	FA	1	\$25,000	\$25,000
700-70380	EROSION CONTROL	FA	1	\$20,000	\$20,000
TOTAL PROJECTED COST:				\$	<del>6,222,405.40</del> 6,197,405.40

TOTAL PROJECT COST IN WORDS:

Six million one-hundred ninety-seven thousand  
four-hundred five and forty cents