

**2020 Pavement Maintenance Program
Bid Proposal Summary**

2020 Curb, Gutter, Sidewalk Replacement Project		
CONTRACTOR	BID SCHEDULE A ADDENDUM 1	BUSINESS LOCATION
Engineer's Cost Estimate	\$235,402.92	
Elite Construction Inc.	\$232,285.00	154 Clome Circle Brighton, CO 80109
Elite Surface Infrastructure	\$889,745.75	3313 Moline St. Aurora, CO 80010
Concrete Express, Inc.	\$932,036.00	2027 West Colfax Ave Denver, CO 80204

2020 Crack Seal and Mastic Project		
CONTRACTOR	BID PRICE	BUSINESS LOCATION
Engineer's Cost Estimate	\$160,842.75	
Vance Brothers	\$124,315.00	380 West 62nd Ave. Denver, CO 80216
Rocky Mountain Pavement/ A-One Chipseal	\$137,286.00	2505 E 74th Ave. Denver, CO 80229
Elite Surface Infrastructure	\$232,565.00	3313 Moline St. Aurora, CO 80010

2020 Slurry Seal Project		
CONTRACTOR	BID SCHEDULE	BUSINESS LOCATION
Engineer's Cost Estimate	\$1,742,825.81	
Vance Brothers	\$1,758,421.84	380 West 62nd Ave. Denver, CO 80216
Rocky Mountain Pavement / A-One Chipseal	\$1,928,542.08	2505 E 74th Ave. Denver, CO 80229

2020 Full Depth Reclamation Project		
CONTRACTOR	BID SCHEDULE A ADDENDUM 1	BUSINESS LOCATION
Engineer's Cost Estimate	\$659,844.38	
Chavez Construction Inc.	\$437,309.35	3911 Norwood Dr. Unit C, Littleton, CO 80125
Elite Surface Infrastructure	\$508,425.65	3313 Moline St. Aurora, CO 80010
Schmitt Construction Company	\$532,737.65	1101 Topeka Way Castle Rock, CO 80109
Brannan Sand & Gravel Company, LLC	\$661,400.90	2500 E Brannan Way Denver, CO 80029

2020 Meadows Blvd. & Prairie Hawk Reconstruct Project		
CONTRACTOR	BID SCHEDULE A	BUSINESS LOCATION
Engineer's Cost Estimate	\$3,152,777.75	
Schmitt Construction Company	\$3,082,243.65	1101 Topeka Way Castle Rock, CO 80109
Chavez Construction Inc.	\$3,509,630.00	3911 Norwood Dr. Unit C, Littleton, CO 80125

2020 Asphalt Overlay Project		
CONTRACTOR	BID SCHEDULE A ADDENDUMS 1&2	BUSINESS LOCATION
Engineer's Cost Estimate	\$2,643,721.59	
Schmitt Construction Company	\$2,546,280.30	1101 Topeka Way Castle Rock, CO 80109
Elite Surface Infrastructure	\$2,722,876.95	3313 Moline St. Aurora, CO 80010
Chavez Construction Inc.	\$3,013,859.95	3911 Norwood Dr. Unit C, Littleton, CO 80125
Brannan Sand & Gravel Company, LLC	\$3,442,399.60	2500 E Brannan Way Denver, CO 80029
Martin Mauretta	\$3,860,196.75	1627 Cole Blvd, Suite 200, Lakewood, CO 80401

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Schmidt Construction Company for the 2020 Asphalt Overlay Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

“I move to approve the Resolution as introduced by title.”

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
SCHMIDT CONSTRUCTION COMPANY
FOR THE
2020 ASPHALT OVERLAY

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Schmidt Construction Company, have agreed to the terms and conditions by which they will provide services for the 2020 Asphalt Overlay 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 Construction 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 120-3140-431-40-35 in an amount not to exceed \$2,800,908 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 ASPHALT OVERLAY 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 **SCHMIDT CONSTRUCTION COMPANY** ("Contractor") a Michigan corporation whose address is 1101 Topeka Way, Castle Rock, CO 80109.

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	1/23/20	1
2	1/24/20	1
6. Special Conditions of the Contract:

Document	Title	Pages
2020 Asphalt Overlay Project	Bid Documents	1-229
7. The following Specifications:
 Standard Special Provisions
 Project Special Provisions
 Town of Castle Rock SOP's
8. The following Drawings:
 Town of Castle Rock Maps
 Town of Castle Rock Details
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 \$2,546,280.30 (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 70 working 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 \$2,400 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:

SCHMIDT CONSTRUCTION COMPANY

By:



Title:

Project Manager / Estimator

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

2020 Asphalt Overlay Project Engineer's Cost Estimate
Engineer's Cost Estimate
BID SCHEDULE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	ASPHALT PLANING (1.5")	SY	35,410	\$1.50	\$ 53,115.00
202B	ASPHALT EDGE PLANING (14FT)(1")	LF	54,173	\$2.05	\$ 111,054.65
202C	REMOVAL OF ASPHALT MAT	SY	9,760	\$11.40	\$ 111,264.00
202D	REMOVAL OF CURB AND GUTTER TYPE 2	LF	2,066	\$15.15	\$ 31,299.90
202E	REMOVAL OF CURB AND GUTTER & WALK	LF	825	\$15.15	\$ 12,498.75
202F	REMOVAL OF SIDEWALK	SY	308	\$25.25	\$ 7,777.00
202G	REMOVAL OF CONCRETE PAVEMENT	SY	136	\$30.30	\$ 4,120.80
202H	REMOVAL OF CURB RAMP	SY	3,363	\$16.65	\$ 55,993.95
203	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	100	\$25.25	\$ 2,525.00
210A	ADJUST MANHOLE (OVERLAY)	EA	40	\$240.65	\$ 9,626.00
210B	RESET MANHOLE (RESET MANHOLE RING AND ADJUST WITH RISER RINGS)(CONTINGENCY)	EA	20	\$464.10	\$ 9,282.00
210C	ADJUST VALVE BOX (OVERLAY)	EA	65	\$91.85	\$ 5,970.25
210D	REPLACE VALVE BOX (CONTINGENCY)	EA	10	\$257.30	\$ 2,573.00
210E	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	10	\$141.40	\$ 1,414.00
210F	TYPE R INLET TOP (REPAIR)	SF	20	\$222.25	\$ 4,445.00
210G	CHASE DRAIN RESET	EA	3	\$353.55	\$ 1,060.65
304	AGGREGATE BASE COURSE (CLASS 6 RECYCLED CONCRETE)(CONTINGENCY)	CY	100	\$80.80	\$ 8,080.00
403A	HMA/WMA (LEVELING) (GR SX)(CONTINGENCY)	TON	10	\$104.10	\$ 1,041.00
403B	HMA/WMA (PATCHING) (GR S) (6")(PG 64-22)(75)	SY	8,210	\$41.40	\$ 339,894.00
403C	HMA/WMA (PATCHING) (GR S) (9")(PG 64-22)(75)	SY	1,185	\$58.40	\$ 69,204.00
403D	HMA/WMA (1.5") (GR SX) (PG 58-28)(75)	SY	111,444	\$5.85	\$ 651,947.40
412	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	493	\$121.20	\$ 59,751.60
608A	CONCRETE SIDEWALK (6")	SY	308	\$58.60	\$ 18,048.80
608B	MOUNTABLE CURB CORNER RAMP (ADA) (CAST IRON)	SY	3,114	\$117.15	\$ 364,805.10
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON)	SY	249	\$117.15	\$ 29,170.35
609A	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	75	\$28.30	\$ 2,122.50
609B	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,471	\$28.30	\$ 41,629.30
609C	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	520	\$35.35	\$ 18,382.00
609D	MOUNTABLE CURB, GUTTER AND SIDEWALK 5' 6"	LF	240	\$52.55	\$ 12,612.00
609E	MOUNTABLE CURB, GUTTER AND SIDEWALK 6' 6"	LF	475	\$58.60	\$ 27,835.00
609F	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	LF	110	\$65.65	\$ 7,221.50
620	SANITARY FACILITY	LS	1	\$2,020.25	\$ 2,020.25
626	MOBILIZATION	LS	1	\$68,485.00	\$ 68,485.00
627A	PAVEMENT MARKINGS (PAINT)(4" White)	SF	1,782	\$0.85	\$ 1,514.70
627B	PAVEMENT MARKINGS (PAINT)(6" White)	SF	6,909	\$0.85	\$ 5,872.65
627C	PAVEMENT MARKINGS (PAINT)(4" Double Yellow)	SF	5,979	\$0.85	\$ 5,082.15
627D	PAVEMENT MARKINGS (PAINT)(SYMBOL)	SF	181	\$2.55	\$ 461.55
627E	PAVEMENT MARKINGS (PAINT)(XWALK/STOPBAR)	SF	1,294	\$0.75	\$ 970.50
627F	PAVEMENT MARKINGS (SYMBOL)(PREFORMED THERMOPLASTIC)	SF	40	\$22.75	\$ 910.00
627G	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED THERMOPLASTIC)	SF	510	\$12.10	\$ 6,171.00
629	SURVEY MONUMENTATION	EA	20	\$757.60	\$ 15,152.00
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$289,230.00	\$ 289,230.00
630B	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	DY	70	\$181.80	\$ 12,726.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$40,920.00	\$ 40,920.00
F/A	MINOR CONTRACT REVISIONS	LS	1	\$ 21,000.00	\$ 21,000.00

TOTAL PROJECT COST \$ 2,546,280.30

TOTAL PROJECT COST IN WORDS:

Two Million, Five Hundred Forty-Six Thousand, Two Hundred Eighty and 30/100

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Schmidt Construction Company for the 2020 Meadows Blvd.-Prairie Hawk Drive Reconstruction Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

“I move to approve the Resolution as introduced by title.”

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
SCHMIDT CONSTRUCTION COMPANY
FOR THE
2020 MEADOWS BOULEVARD & PRAIRIE HAWK
RECONSTRUCTION PROJECT

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Schmidt Construction Company, have agreed to the terms and conditions by which they will provide services for the 2020 Meadows Boulevard & Prairie Hawk Reconstruction 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 Construction 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 120-3175-431-40-35 in an amount not to exceed \$2,755,044 and account 120-3140-431-40-35 in an amount not to exceed \$635,424 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 MEADOWS BLVD. & PRAIRIE HAWK DRIVE RECONSTRUCT 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 **SCHMIDT CONSTRUCTION COMPANY** ("Contractor") a Michigan corporation whose address is 1101 Topeka Way, Castle Rock, CO 80109.

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
	N/A		
6.	Special Conditions of the Contract:		
	Document	Title	Pages
	2020 Meadows Blvd. & Prairie Hawk Reconstruction Project	Bid Documents	1-238
7.	The following Specifications:		
	Standard Special Provisions		
	Project Special Provisions		
	Town of Castle Rock SOP's		
8.	The following Drawings:		
	Town of Castle Rock Maps		
	Town of Castle Rock Details		
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 \$3,082,243.65 (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 85 working 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 \$2,400 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:

SCHMIDT CONSTRUCTION COMPANY

By: 
Title: Project Manager / Estimator

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

BID SCHEDULE
2020 Meadows Blvd/Prairie Hawk Dr. Reconstruction Project
Engineer's Cost Estimate (Restoration - Elegant St. to N. Meadows Dr.)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	LF	2,483	\$ 10.50	\$ 26,071.50
202B	REMOVAL OF SIDEWALK	SY	1,069	\$ 21.00	\$ 22,449.00
202C	REMOVAL OF CURB RAMP	SY	258	\$ 26.25	\$ 6,772.50
202D	REMOVAL OF CONCRETE PAVEMENT	SY	3,875	\$ 18.90	\$ 73,237.50
202E	ASPHALT PLANING (2")	SY	1,232	\$ 4.30	\$ 5,297.60
202F	REMOVAL OF ASPHALT MAT	SY	50	\$ 17.85	\$ 892.50
203A	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	1,000	\$ 12.60	\$ 12,600.00
203B	ROADWAY EXCAVATION AND EMBANKMENT (20")	SY	23,042	\$ 15.75	\$ 362,911.50
203C	TEST HOLE	HR	10	\$ 274.60	\$ 2,746.00
208A	CONCRETE WASHOUT STRUCTURE	EA	1	\$ 7,087.50	\$ 7,087.50
208B	STORM DRAIN INLET PROTECTIONS (TYPE R)	LF	150	\$ 41.30	\$ 6,195.00
208C	VEHICLE TRACKING PAD	EA	12	\$ 2,625.00	\$ 31,500.00
210A	ADJUST MANHOLE (RECON)	EA	6	\$ 561.20	\$ 3,367.20
210B	REPLACE VALVE BOX	EA	18	\$ 403.95	\$ 7,271.10
210C	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	145	\$ 52.50	\$ 7,612.50
210D	TYPE R INLET TOP (REPAIR)	SF	138	\$ 126.00	\$ 17,388.00
304A	AGGREGATE BASE COURSE (CLASS 6 RECYLCED CONCRETE)(12")(COMPOSITE)	SY	23,042	\$ 11.30	\$ 260,374.60
304B	AGGREGATE BASE COURSE (CLASS 6 RECYLCED CONCRETE)(CONTINGENCY)	CY	1,000	\$ 29.40	\$ 29,400.00
403A	HMA/WMA (2")(GR SX)(PG 64-22)(75)	SY	24,224	\$ 8.90	\$ 215,593.60
403B	HMA/WMA (3")(GR SG)(PG 64-22)(75)	SY	23,042	\$ 12.70	\$ 292,633.40
403C	HMA/WMA (3")(GR SG)(PG 64-22)(75)	SY	23,042	\$ 12.70	\$ 292,633.40
403D	HMA/WMA (PATCHING) (GR SX) (6")(PG 64- 22)(75)(CONTINGENCY)	SY	100	\$ 49.60	\$ 4,960.00
412A	CONCRETE PAVEMENT (8") (HIGH EARLY)	SY	3,728	\$ 93.45	\$ 348,381.60
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	147	\$ 115.50	\$ 16,978.50
412C	CONCRETE PAVEMENT SEALANT (SILICONE)	LF	25,546	\$ 1.95	\$ 49,814.70
412D	DIAMOND GROUND SURFACE FINISH	SY	17,133	\$ 6.20	\$ 106,224.60
506	GEOGRID REINFORCEMENT (CONTINGENCY)	SY	10,000	\$ 4.70	\$ 47,000.00
608A	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON)	SY	258	\$ 157.50	\$ 40,635.00
608C	CONCRETE SIDEWALK (6")	SY	1,069	\$ 56.70	\$ 60,612.30
609A	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	798	\$ 21.00	\$ 16,758.00
609B	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,685	\$ 21.00	\$ 35,385.00
620	SANITARY FACILITY	LS	1	\$ 2,625.00	\$ 2,625.00
626	MOBILIZATION	LS	1	\$ 210,000.00	\$ 210,000.00
627A	PAVEMENT MARKING (PAINT)(4" BROKEN WHITE)	SF	636	\$ 0.85	\$ 540.60
627B	PAVEMENT MARKING (PAINT)(4" SOLID WHITE)	SF	2800	\$ 0.85	\$ 2,380.00
627C	PAVEMENT MARKING (PAINT)(6" WHITE)	SF	2,803	\$ 0.85	\$ 2,382.55
627D	PAVEMENT MARKING (PAINT)(6" WHITE HASH)	SF	85	\$ 0.85	\$ 72.25
627E	PAVEMENT MARKINGS (PAINT)(4" DOUBLE YELLOW)	SF	60	\$ 0.85	\$ 51.00
627F	PAVEMENT MARKINGS (WORD/SYMBOL)(PREFORMED THERMOPLASTIC)	SF	807	\$ 23.65	\$ 19,085.55
627G	PAVEMENT MARKINGS (XWALK/STOPLINE)(PREFORMED THERMOPLASTIC)	SF	4,851	\$ 12.60	\$ 61,122.60
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 247,706.00	\$ 247,706.00
630B	VARIABLE MESSAGE SIGN (4 VMS PER DAY)	DY	100	\$ 378.00	\$ 37,800.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$ 50,594.00	\$ 50,594.00
F/A	TRAFFIC SIGNAL MODIFICATIONS	LS	1	\$ 15,000.00	\$ 15,000.00
F/A	TESC AND SWMP PERMITS	LS	1	\$ 2,100.00	\$ 2,100.00
F/A	MINOR CONTRACT REVISIONS	LS	1	\$ 20,000.00	\$ 20,000.00

TOTAL PROJECT COST \$ 3,082,243.65

TOTAL PROJECT COST IN WORDS:

Three Million, Eighty-Two Thousand, Two Hundred Forty-Three and 65/100

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Silva Construction Inc. for the 2020 Curb, Gutter, and Sidewalk Replacement Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

“I move to approve the Resolution as introduced by title.”

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
SILVA CONSTRUCTION INC.
FOR THE
2020 CURB, GUTTER AND SIDEWALK REPLACEMENT PROJECT

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Silva Construction Inc., have agreed to the terms and conditions by which they will provide services for the 2020 Curb, Gutter and Sidewalk Replacement 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 Construction 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 120-3140-431-40-35 in an amount not to exceed \$772,514 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 CURB, GUTTER and SIDEWALK REPLACEMENT 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 **SILVA CONSTRUCTION INC.** ("Contractor") a Colorado corporation whose address is 154 Cisne Circle, Brighton CO 80109.

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 | 1/17/20 | 1 |
| 6. | Special Conditions of the Contract: | | |
| | Document | Title | Pages |
| | 2020 Curb, Gutter and Sidewalk Replacement Project | Bid Documents | 1-222 |
| 7. | The following Specifications: | | |
| | Standard Special Provisions | | |
| | Project Special Provisions | | |
| | Town of Castle Rock SOP's | | |
| 8. | The following Drawings: | | |
| | Town of Castle Rock Maps | | |
| | Town of Castle Rock Details | | |
| 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 \$702,285.00 (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 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 50 working 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 \$1,000 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:

SILVA CONSTRUCTION INC.

By: _____

Jose Silva

Title: _____

President

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

2020 Curb, Gutter, and Sidewalk Replacement Project
Bid Schedule
Addendum 1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	LF	1,946	8 ⁻	15568 ⁻
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	LF	2,312	9 ⁻	20808 ⁻
202C	REMOVAL OF SIDEWALK	SY	411	15 ⁻	6165 ⁻
202D	REMOVAL OF CONCRETE PAVEMENT (CROSSPAN & ALLEY CONCRETE PAVEMENT)	SY	116	18 ⁻	2088 ⁻
202E	REMOVAL OF CURB RAMP ADA DETECTABLE WARNING	SF	200	15 ⁻	3000 ⁻
202F	REMOVAL OF CURB RAMP	SY	1,793	16 ⁻	28688 ⁻
202G	REMOVAL OF ASPHALT MAT (PATCHING)(CONTINGENCY)	SY	50	16 ⁻	800 ⁻
203	UNCLASSIFIED EXCAVATION (CIP) (6") (CONTINGENCY)	SY	100	17 ⁻	1700 ⁻
210A	TYPE R INLET PAN (REMOVE AND REPLACE)	LF	50	80 ⁻	4000 ⁻
210B	TYPE R INLET TOP (REPAIR)	SF	31	60 ⁻	1860 ⁻
210C	CHASE DRAIN RESET	EA	1	350 ⁻	350 ⁻
304	AGGREGATE BASE COURSE (CLASS 6) (6") (CONTINGENCY)	SY	100	10 ⁻	1000 ⁻
403	HBP (PATCHING) (GR SX) (6") (PG 58-28)(CONTINGENCY)	SY	50	90 ⁻	4500 ⁻
412	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	116	130 ⁻	15080 ⁻
608A	CONCRETE SIDEWALK (4")	SY	164	90 ⁻	14760 ⁻
608B	CONCRETE SIDEWALK (6")	SY	247	90 ⁻	22230 ⁻
608C	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON)	SY	1,772	105 ⁻	186060 ⁻
608D	MOUNTABLE CURB MID-BLOCK RAMP (ADA)(CAST IRON)	SY	21	130 ⁻	2730 ⁻
608E	CURB RAMP ADA DETECTABLE WARNING REPAIR(CAST IRON)	SF	200	100 ⁻	20000 ⁻
609A	VERTICAL CURB, GUTTER AND SIDEWALK 5' 6"	LF	60	60 ⁻	3600 ⁻
609B	VERTICAL CURB, GUTTER AND SIDEWALK 6' 6"	LF	1,070	58 ⁻	62060 ⁻
609C	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	LF	1,182	70 ⁻	82740 ⁻
609D	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	220	38 ⁻	8360 ⁻
609E	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1,136	38 ⁻	43168 ⁻
609F	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	590	38 ⁻	22420 ⁻
620	SANITARY FACILITY	LS	1	1200 ⁻	1200 ⁻
626	MOBILIZATION	LS	1	38000 ⁻	38000 ⁻
629	SURVEY MONUMENTATION	EA	3	450 ⁻	1350 ⁻
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	38000 ⁻	38000 ⁻
630B	VARIABLE MESSAGE SIGN (VMS) (2EA Per Day)	DAY	60	350 ⁻	21000 ⁻
720	MATERIALS SAMPLING & TESTING	LS	1	14000 ⁻	14000 ⁻
F/A	MINOR CONTRACT REVISIONS	LS	1	\$15,000.00	\$15,000.00

TOTAL PROJECT COST: 702,285⁰⁰

TOTAL PROJECT COST IN WORDS: Seven Hundred Two Thousand

Two Hundred Eighty Five Dollars zero cents

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Chavez Construction Inc. for the 2020 Full Depth Reclamation Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
CHAVEZ CONSTRUCTION INC.
FOR THE
2020 FULL DEPTH RECLAMATION PROJECT

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Chavez Construction Inc., have agreed to the terms and conditions by which they will provide services for the 2020 Full Depth Reclamation 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 Construction 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 120-3175-431-40-35 in an amount not to exceed \$469,820 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 FULL DEPTH RECLAMATION 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 **CHAVEZ CONSTRUCTION INC.**, ("Contractor") a Colorado corporation whose address is 3911 Norwood Drive, Unit C, Littleton, CO 80125.

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 | 1/23/20 | 1 |
| 6. | Special Conditions of the Contract: | | |
| | Document | Title | Pages |
| | 2020 Full Depth
Reclamation Project | Bid Documents | 1-213 |
| 7. | The following Specifications: | | |
| | Standard Special Provisions | | |
| | Project Special Provisions | | |
| | Town of Castle Rock SOP's | | |
| 8. | The following Drawings: | | |
| | Town of Castle Rock Maps | | |
| | Town of Castle Rock Details | | |
| 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 \$427,109.30 (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 35 working 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 \$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 13th day of February, 2020.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

CHAVEZ CONSTRUCTION INC.

By: David Chavez

Title: Secretary

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

2020 Full Depth Reclamation Project					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	LF	60	\$7.00	\$ 420.00
202B	REMOVAL OF CURB AND GUTTER & WALK	LF	305	\$12.00	\$ 3,660.00
202D	REMOVAL OF CONCRETE PAVEMENT	SY	25	\$19.00	\$ 475.00
202E	REMOVAL OF CURB RAMP	SY	97	\$19.00	\$ 1,843.00
203A	UNCLASSIFIED EXCAVATION (CIP)(CONTINGENCY)	CY	100	\$35.00	\$ 3,500.00
203B	UNCLASSIFIED EXCAVATION (CIP)	CY	1100	\$23.00	\$ 25,300.00
203C	TEST HOLE	HR	15	\$89.00	\$ 1,335.00
208A	STORM DRAIN INLET PROTECTION	LF	100	\$10.00	\$ 1,000.00
208B	VEHICLE TRACKING PAD	EA	7	\$850.00	\$ 5,950.00
208C	CONCRETE WASHOUT STRUCTURE	EA	2	\$700.00	\$ 1,400.00
210A	ADJUST MANHOLE (RECON)	EA	13	\$390.00	\$ 5,070.00
210B	REPLACE VALVE BOX (RECON)	EA	22	\$300.00	\$ 6,600.00
304	AGGREGATE BASE COURSE (CLASS 6 RECYLCED CONCRETE)(CONTINGENCY)	CY	100	\$32.00	\$ 3,200.00
310	FULL DEPTH RECLAMATION (17")	SY	9407	\$2.00	\$ 18,814.00
403A	HMA/WMA (1.5") (GR SX) (PG 64-22)(75)	SY	9407	\$9.00	\$ 84,663.00
403B	HMA/WMA (3.5") (GR SG) (PG 58-28)(75)	SY	9407	\$16.00	\$ 150,512.00
412	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	SY	25	\$120.00	\$ 3,000.00
608B	MOUNTABLE CURB CORNER RAMP (ADA) (CAST IRON)	SY	72	\$100.00	\$ 7,200.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 5' 6"	LF	118	\$53.00	\$ 6,254.00
609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 6' 6"	LF	187	\$56.00	\$ 10,472.00
609C	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	50	\$30.00	\$ 1,500.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	10	\$32.00	\$ 320.00
620	SANITARY FACILITY	LS	1	\$2,500.00	\$ 2,500.00
626	MOBILIZATION	LS	1	\$8,000.00	\$ 8,000.00
627A	PAVEMENT MARKING (PAINT)(6" WHITE)	SF	29	\$2.50	\$ 72.50
627B	PAVEMENT MARKINGS (PAINT)(4" DOUBLE YELLOW)	SF	312	\$2.65	\$ 826.80
627C	PAVEMENT MARKINGS (WORD/SYMBOL)(PREFORMED THEMOPLASTIC)	SF	44	\$17.00	\$ 748.00
627D	PAVEMENT MARKINGS (XWALK/STOPLINE)(PREFORMED THEMOPLASTIC)	SF	284	\$18.00	\$ 5,112.00
627E	PAVEMENT MARKINGS (PAINT)(XWALK/STOPBAR)	SF	137	\$26.00	\$ 3,562.00
629	SURVEY MONUMENTATION	EA	0	\$600.00	\$ -
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$14,000.00	\$ 14,000.00
630B	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	DY	30	\$400.00	\$ 12,000.00
720	MATERIALS SAMPLING & TESTING	LS	1	\$20,000.00	\$ 20,000.00
F/A	GESC AND SWMP PERMITS	LS	1	\$2,800.00	\$ 2,800.00
F/A	MINOR CONTRACT REVISIONS/LANDSCAPE MODIFICATIONS	LS	1	\$15,000.00	\$ 15,000.00
					\$ 427,109.30

TOTAL PROJECT COST: \$427,109.30

TOTAL PROJECT COST IN WORDS: four hundred twenty seven thousand one hundred nine dollars with thirty cents

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Vance Brothers, Inc. for the 2020 Crack Seal and Mastic Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
VANCE BROTHERS INC.
FOR THE
2020 CRACK SEAL AND MASTIC PROJECT

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Vance Brothers Inc., have agreed to the terms and conditions by which they will provide services for the 2020 Crack Seal and Mastic 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 Construction 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 120-3140-431-40-35 in an amount not to exceed \$136,747 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 CRACK SEAL and MASTIC 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 **VANCE BROTHERS, INC.** ("Contractor") a Missouri corporation whose address is 380 W. 62nd Ave., Denver, CO 80216.

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 |
| | N/A | | |
| 6. | Special Conditions of the Contract: | | |
| | Document | Title | Pages |
| | 2020 Crack Seal & Mastic Project | Bid Documents | 1-194 |
| 7. | The following Specifications: | | |
| | Standard Special Provisions | | |
| | Project Special Provisions | | |
| | Town of Castle Rock SOP's | | |
| 8. | The following Drawings: | | |
| | Town of Castle Rock Maps | | |
| | Town of Castle Rock Details | | |
| 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 \$124,315.00 (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 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 25 working 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 \$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 _____, 2020.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

VANCE BROTHERS, INC.

By: _____

Title: _____

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

BID SCHEDULE

2020 Crack Seal and Mastic Project

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
408A	MASTIC (MOB)(TRAFFIC CONTROL)	LB	21,600	\$1.90	\$41,040.00
408B	CRACK SEAL (MOB)(TRAFFIC CONTROL)	LB	32,400	\$2.25	\$72,900.00
630B	VARIABLE MESSAGE SIGN (VMS) (2 EA Per Day)	DAY	25	\$115.00	\$ 2,875.00
F/A	MINOR CONTRACT REVISIONS	F/A	1	\$7,500.00	\$7,500.00

TOTAL PROJECT COST: \$124,315.00

TOTAL PROJECT COST IN WORDS: one hundred twenty four thousand, three
hundred fifteen dollars & no cents

To: Honorable Mayor and Members of Town Council

From: Frank Castillo, Project Manager

..Title Resolution Approving the Construction Contract between the Town of Castle Rock and Vance Brothers Inc. for the 2020 Surry Seal Project

Executive Summary

Attached is the Resolution referenced in Award of Contracts for the 2020 Pavement Maintenance Program.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Attachments

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CONSTRUCTION CONTRACT
BETWEEN THE TOWN OF CASTLE ROCK
AND
VANCE BROTHERS INC.
FOR THE
2020 SLURRY SEAL PROJECT

WHEREAS, as part of the 2020 Pavement Maintenance Program, the Town of Castle Rock and Vance Brothers Inc., have agreed to the terms and conditions by which they will provide services for the 2020 Slurry Seal 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 Construction 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 120-3140-431-40-35 in an amount not to exceed \$1,934,264 unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of March 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

Daniel Sailer, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

2020 SLURRY SEAL 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 **VANCE BROTHERS INC.** ("Contractor") a Missouri corporation whose address is 380 W. 62nd Ave., Denver, CO 80216.

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:

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| 1. | Change Orders; | | |
| 2. | Notice to Proceed; | | |
| 3. | Construction Contract; | | |
| 4. | General Conditions; | | |
| 5. | The following Addenda, if any: | | |
| | Number | Date | Pages |
| | N/A | | |
| 6. | Special Conditions of the Contract: | | |
| | Document | Title | Pages |
| | 2020 Slurry Seal Project | Bid Documents | 1-224 |
| 7. | The following Specifications: | | |
| | Standard Special Provisions | | |
| | Project Special Provisions | | |
| | Town of Castle Rock SOP's | | |
| 8. | The following Drawings: | | |
| | Town of Castle Rock Maps | | |
| | Town of Castle Rock Details | | |
| 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 \$1,758,421.84 (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 35 working 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 \$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.

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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.

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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:

VANCE BROTHERS INC.

By: _____

Title: _____

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

BID SCHEDULE

2020 Slurry Seal Project

ITEM	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
202	REMOVAL OF PAVEMENT MARKINGS	SF	63,041	\$2.00	\$126,082.00
210A	ADJUST MANHOLE (MECHANICALLY SECURED GRADE RING)(CONTINGENCY)	EA	15	\$285.00	\$4,275.00
210B	ADJUST MANHOLE (RING AND COVER ASSEMBLY)(CONTINGENCY)	EA	15	\$980.00	\$14,700.00
210C	REPLACE VALVE BOX (CONTINGENCY)	EA	10	\$460.00	\$4,600.00
210D	ADJUST VALVE BOX (MECHANICALLY SECURED GRADE RING)(CONTINGENCY)	EA	10	\$290.00	\$2,900.00
403A	HMA/WMA (LEVELING) (GR SX)	TON	10	\$260.00	\$2,600.00
403B	HMA/WMA (PATCHING) (GR SX) (CIP)(Minimum 6" depth)	TON	1,400	\$205.00	\$287,000.00
408A	CRACK SEAL (MOB)(TRAFFIC CONTROL)	LB	5,000	\$2.25	\$11,250.00
408B	MASTIC (MOB)(TRAFFIC CONTROL)	LB	5,000	\$2.65	\$13,250.00
410	SLURRY SEAL TYPE II	SY	520,982	\$2.17	\$1,130,530.94
620	SANITARY FACILITY	LS	1	\$1,000.00	\$1,000.00
626	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00
627A	PAVEMENT MARKINGS (PAINT)(4" White)	SF	1,346	\$.80	\$1,076.80
627B	PAVEMENT MARKINGS (PAINT)(4" Yellow)	SF	25,353	\$.80	\$20,282.40
627C	PAVEMENT MARKINGS (PAINT)(6" White)	SF	32,086	\$.80	\$25,668.80
627D	PAVEMENT MARKINGS (PAINT)(SYMBOL)	SF	379	\$4.60	\$1,743.40
627E	PAVEMENT MARKINGS (PAINT)(XWALK/STOPBAR)	SF	3,012	\$4.60	\$13,855.20
627F	PAVEMENT MARKINGS (SYMBOL)(PREFORMED THERMOPLASTIC)	SF	197	\$18.50	\$3,644.50
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED THERMOPLASTIC)	SF	668	\$9.60	\$6,412.80
627H	PAVEMENT MARKING CONTROL POINTS	SF	550	\$3.50	\$1,925.00
630A	TRAFFIC CONTROL MANAGEMENT	LS	1	\$50,125.00	\$50,125.00
630B	VARIABLE MESSAGE SIGN (VMS) (2 EA Per Day)	DAY	30	\$100.00	\$3,000.00
720	MATERIALS SAMPLING AND TESTING	LS	1	\$4,500.00	\$4,500.00
F/A	MINOR CONTRACT REVISIONS	F/A	1	\$10,000.00	\$10,000.00

TOTAL PROJECT COST: \$1,758,421.84

TOTAL PROJECT COST IN WORDS: one million, seven hundred fifty eight thousand, four hundred twenty one dollars & eighty four cents