

RESOLUTION NO. 2020-

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND MORTON ELECTRIC, INC. FOR THE 2020 TRAFFIC SIGNAL CONSTRUCTION PROJECT

WHEREAS, the Town and Morton Electric, Inc. (“Morton”), Inc. have agreed to the terms and conditions by which Morton will undertake the construction of traffic signals at the intersections of Meadows Boulevard/Cherokee Drive, and Hwy 85/Liggett Rd.

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 Construction Contract, the Town Council authorizes the expenditure and payment from the 2020 appropriation account number 120-3175-431.75-26 in an amount not to exceed \$365,116, plus an owner-managed contingency in the amount of \$32,884.

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:

Michael J. Hyman, Town Attorney

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

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado ("Town"), a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Morton Electric, Inc., a Colorado corporation ("Contractor"), 27770 Hwy. 96 East, Pueblo, Colorado 81001

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	2020-08-14	4
2	2020-08-14	2

6. Special Conditions of the Contract:

Document	Title	Pages
TRAFFIC SIGNAL INSTALLATION Meadows Boulevard / Cherokee Drive & Hwy 85 & Liggett Road	Bid documents	1-169

7. The following Specifications:
Town of Castle Rock Standard Special Provisions
Town of Castle Rock Project Special Provisions – 2020Traffic Signal Construction
CDOT Standard Specifications
Town of Castle Rock SOP's
8. The following Drawings:
2020 Traffic Signal Design & Intersection Improvement Construction 100% Plans (Rev) 2020-08-14
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 \$365,116 (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 attached as ***Exhibit 1***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 5 calendar days of Contract execution or 20 calendar days following the date of award, whichever comes later, and must complete work within 45-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by December 31, 2020.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$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:

Mike Hyman, Town Attorney

CONTRACTOR:

MORTON ELECTRIC, INC.

By: *Joseph A. Morton*

Title: President

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

EXHIBIT 1

BID SCHEDULE "A"

**Traffic Signal Installation: Meadows Blvd & Cherokee Drive
TOWN OF CASTLE ROCK 2020 TRAFFIC SIGNAL DESIGN
MEADOWS BLVD / CHEROKEE DR
CONSTRUCTION COST - SCHEDULE "A"**

July 29, 2020

ITEM NUMBER	ITEM	UNIT	Project Totals		
			MEADOWS BLVD & CHEROKEE	UNIT PRICE	COST
202-00200	REMOVAL OF SIDEWALK	SY	4	\$ 100.00	\$ 400.00
202-00250	REMOVAL OF PAVEMENT MARKINGS	SF	30	\$ 4.95	\$ 148.50
202-00810	REMOVAL OF GROUND SIGN	EA	2	\$ 50.00	\$ 100.00
203-01597	TESTHOLING	HOUR	25	\$ 250.00	\$ 6,250.00
203-01597	TESTHOLE REPAIR	EA	10	\$ 150.00	\$ 1,500.00
208-00035	AGGREGATE BAG	LF	12	\$ 9.00	\$ 108.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1	\$ 200.00	\$ 200.00
208-00053	STORM DRAIN INLET PROTECTION (TYPE I)	EA	2	\$ 150.00	\$ 300.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	10	\$ 75.00	\$ 750.00
503-00018	DRILLED CAISSON (18 INCH)	LF	15	\$ 300.00	\$ 4,500.00
503-00036	DRILLED CAISSON (36 INCH)	LF	76	\$ 425.00	\$ 32,300.00
607-11525	FENCE (PLASTIC)	LF	50	\$ 5.00	\$ 250.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	4	\$ 350.00	\$ 1,400.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	337	\$ 13.00	\$ 4,381.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	337	\$ 15.00	\$ 5,055.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	430	\$ 11.00	\$ 4,730.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	650	\$ 13.00	\$ 8,450.00
613-07003	TYPE THREE PULL BOX	EA	1	\$ 860.00	\$ 860.00
613-07004	TYPE FOUR PULL BOX	EA	3	\$ 1,147.50	\$ 3,442.50
613-07005	TYPE FIVE PULL BOX	EA	1	\$ 1,359.00	\$ 1,359.00
613-10000	WIRING	LS	1	\$ 6,000.00	\$ 6,000.00
613-13000	LUMINAIRE (LED)	EA	4	\$ 900.00	\$ 3,600.00
613-50150	SECONDARY SERVICE PEDESTAL	EA	1	\$ 3,000.00	\$ 3,000.00
614-00011	SIGN PANEL (CLASS I)	SF	112	\$ 32.00	\$ 3,584.00
614-00012	SIGN PANEL (CLASS II)	SF	51	\$ 36.00	\$ 1,836.00
614-00216	INSTALL GROUND SIGN (CLASS I)	EA	1	\$ 500.00	\$ 500.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	8	\$ 500.00	\$ 4,000.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	14	\$ 679.50	\$ 9,513.00
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	4	\$ 777.25	\$ 3,109.00
614-72860	PEDESTRIAN PUSH BUTTON	EA	8	\$ 332.25	\$ 2,658.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EA	7	\$ 788.75	\$ 5,521.25
614-72864	FIRE PREEMPTION UNIT	EA	1	\$ 6,820.00	\$ 6,820.00
614-72896	INTERSECTION DETECTION SYSTEM (CAMERA) (INSTALL ONLY)	EA	1	\$ 1,000.00	\$ 1,000.00
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EA	1	\$ 2,800.00	\$ 2,800.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)	EA	4	\$ 3,000.00	\$ 12,000.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE (STEEL)	EA	3	\$ 2,550.00	\$ 7,650.00
614-86105	TELEMETRY (FIELD)	EACH	1	\$ 700.00	\$ 700.00
614-87321	CLOSED CIRCUIT TELEVISION (INSTALL ONLY)	EA	1	\$ 700.00	\$ 700.00
614-87321	BLUETOOTH ANTENNA (INSTALL ONLY)	EA	1	\$ 500.00	\$ 500.00
620-00020	SANITARY FACILITY	EACH	1	\$ 700.00	\$ 700.00
626-00000	MOBILIZATION	L S	1	\$ 32,500.00	\$ 32,500.00
627-00005	EPOXY PAVEMENT MARKING	GAL	2	\$ 1,485.00	\$ 2,970.00
627-00070	PERFORMED THERMOPLASTIC PAVEMENT MARKING	SF	951	\$ 12.95	\$ 12,315.45
630-00018	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 18,500.00	\$ 18,500.00
720-00003	MATERIALS SAMPLING AND TESTING	LS	1	\$ 5,000.00	\$ 5,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	1	\$ -	\$ -
700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	FA	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL OF CONSTRUCTION ITEMS					228,960.70
TOTAL CONSTRUCTION COST (ROUNDED)					228,961.00

2020 Signal Construction, Bid Totals

TOTAL COST FOR BID SCHEDULE A:	228,961.00
TOTAL COST FOR BID SCHEDULE C:	30,250.50
TOTAL COST FOR BID SCHEDULE D:	\$136,155.00

GRAND TOTAL PROJECT COST: \$365,116.00

GRAND TOTAL PROJECT COST IN WORDS: Three Hundred Sixty Five Thousand One Hundred Sixteen Dollars and 00 Cents

Note: For project "GRAND TOTAL PROJECT COST" to be considered, all individual bid schedule costs must be completed, including Schedule A, C, and D.
Note: Lowest bid will be based on the lowest "GRAND TOTAL PROJECT COST"

TOWN OF CASTLE ROCK 2020 TRAFFIC SIGNAL DESIGN
Hwy 85 / Liggett Rd
CONSTRUCTION COST - SCHEDULE "C" & "D"
TABULATION OF CIVIL AND TRAFFIC SIGNAL ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITY	UNIT PRICE	COST	SCHEDULE D QUANTITY	UNIT PRICE	COST
202-00203	REMOVAL OF CURB AND GUTTER	LF	40	\$18.50	\$740.00			
202-00220	REMOVAL OF ASPHALT MAT	SY	2.5	\$385.00	\$962.50			
202-00250	REMOVAL OF PAVEMENT MARKING	SF				33	\$4.95	\$163.35
202-00810	REMOVAL OF GROUND SIGN	EA				1	\$75.00	\$75.00
202-00821	REMOVAL OF SIGN PANEL	EA				1	\$50.00	\$50.00
203-01597	POTHOLING	HR				12	\$185.00	\$2,220.00
208-00002	EROSION LOG TYPE 2 (12 INCH)	LF	80	\$7.00	\$560.00	80	\$7.00	\$560.00
208-00035	AGGREGATE BAG	LF	12	\$9.00	\$108.00	12	\$9.00	\$108.00
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1	\$200.00	\$200.00	1	\$200.00	\$200.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	1	\$1,100.00	\$1,100.00			
503-00036	DRILLED SHAFT (36 INCH)	LF				70	\$320.00	\$22,400.00
506-00206	RIPRAP (6 INCH)	CY	2.6	\$300.00	\$780.00			
603-01155	15 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	8	\$235.00	\$1,880.00			
603-05015	15 INCH REINFORCED CONCRETE END SECTION	EA	2	\$2,000.00	\$4,000.00			
607-11525	FENCE (PLASTIC)	LF	50	\$5.00	\$250.00	50	\$5.00	\$250.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	16	\$220.00	\$3,520.00			
608-00010	CONCRETE CURB RAMP	SY	9	\$650.00	\$5,850.00			
609	CURB AND GUTTER (TYPE VC2)	LF	40	\$75.00	\$3,000.00			
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF				320	\$13.00	\$4,160.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF				100	\$15.00	\$1,500.00
613-10000	WIRING	LS				1	\$8,000.00	\$8,000.00
613-20200	LUMINAIRE (INSTALL ONLY)	EA				3	\$250.00	\$750.00
614	EMERGENCY VEHICLE PREEMPTION	EA				1	\$6,820.00	\$6,820.00
614	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EA				1	\$2,800.00	\$2,800.00
614-00011	SIGN PANEL (CLASS I)	SF				51	\$27.00	\$1,377.00
614-00012	SIGN PANEL (CLASS II)	SF				23	\$32.00	\$736.00
614-07004	TYPE FOUR PULL BOX	EA				1	\$1,147.50	\$1,147.50
614-07005	TYPE FIVE PULL BOX	EA				1	\$1,359.00	\$1,359.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA				2	\$500.00	\$1,000.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA				13	\$679.50	\$8,833.50
614-72860	PEDESTRIAN PUSH BUTTON	EA				2	\$332.25	\$664.50
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EA				2	\$788.75	\$1,577.50
614-72888	INTERSECTION DETECTION SYSTEM (CAMERA) (INSTALL ONLY)	EA				2	\$1,500.00	\$3,000.00
614-72890	SPAN WIRE CABLE	LF				315	\$27.00	\$8,505.00
614-85340	TRAFFIC SIGNAL SPAN WIRE POLE (INSTALL ONLY)	EA				4	\$2,000.00	\$8,000.00
626	MOBILIZATION (CIVIL)	LS	1	\$4,300.00	\$4,300.00			
626	MOBILIZATION (SIGNAL)	LS				1	\$22,000.00	\$22,000.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF				15	\$26.95	\$404.25
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GAL				1	\$2,035.00	\$2,035.00
627-30205	THERMOPLASTIC PAVEMENT MARKING (SYMBOL)	SF				33	\$21.50	\$709.50
627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF				380	\$12.50	\$4,750.00
630	TRAFFIC CONTROL MANAGEMENT (CIVIL)	LS	1	\$3,000.00	\$3,000.00			
630	TRAFFIC CONTROL MANAGEMENT (SIGNAL)	LS				1	\$15,000.00	\$15,000.00
700-70010	F/A FURNISH AND INSTALL ELECTRICAL SERVICE	FA				1	\$5,000.00	\$5,000.00
700-70082	F/A MINOR CONTRACT REVISIONS	FA	1			1		

TOTAL COST FOR BID SCHEDULE C:
TOTAL COST FOR BID SCHEDULE D:

~~30,250.50~~
\$136,155.00