

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (“Contract”) between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and 53 Corporation, LLC, a Colorado limited liability company, (“Contractor”), 5655 Peterson Road, Sedalia, Colorado 80135.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

- 1. Change Orders;
- 2. Notice to Proceed;
- 3. Construction Contract;
- 4. General Conditions
- 5. The following Addenda, if any:

Number	Date	Pages
<i>Addendum No. 1</i>	<i>11/10/2020</i>	<i>10</i>
<i>Addendum No. 2</i>	<i>11/12/2020</i>	<i>1</i>

- 6. Special Conditions of the Contract:

Document	Title	Pages
<i>Standard Special Provisions</i>		<i>18</i>
<i>Project Special Conditions</i>		<i>2</i>

7. The following Specifications:
 - Colorado Department of Transportation (CDOT) Standard Specifications for road and Bridge Construction*
 - Mile High Flood District (MHFD) Technical Specifications*
 - Town of Castle Rock (TOCR) Construction Methodology and Material Manual*
 - Town of Castle Rock (TOCR) Details*
 - Town of Castle Rock (TOCR) Grading, Erosion and Sediment Control (GESC) Manual*
 - Town of Castle Rock (TOCR) Standard Operating Procedures (SOPs)*

8. The following Drawings:
 - Construction Plans for Metzler Ranch Pond Retrofit Project; 18 pages*
 - Grading, Erosion and Sediment Control (GESC) Plans; 6 pages*

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.
18. USACE Section 404 Permit, NWO-2019-02020-DEN

CONTRACT PRICE. The Town shall pay the Contractor for performing the Base Bid and Bid Alternate 3 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 \$772,736.00 (“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 attached as ***Exhibit 1***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days, and must complete work within 90 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by April 7, 2021.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1,000 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 _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONTRACTOR:

53 Corporation, LLC
A Colorado Limited Liability Company

By: _____

Title: _____

**EXHIBIT 1
(PROPOSAL/BID)**

Metzler Ranch Pond Retrofit Project

Bid Schedule

Item No.	Description	Quantity	Unit	Unit Price	Totals
BASE BID					
1	Mobilization	1	LS	33,000.00	33,000.00
2	Surveying	1	LS	25,000.00	25,000.00
3	Materials Sampling and Testing	1	LS	11,000.00	11,000.00
4	Clearing and Grubbing	1	LS	20,000.00	20,000.00
5	Water Control and Dewatering	1	LS	25,000.00	25,000.00
6	Traffic Control	1	LS	5,000.00	5,000.00
7	Earthwork - Excavation and Fill On-Site	240	CY	15.00	3,600.00
8	Earthwork - Excavation, Haul Off-Site and Disposal	7,400	CY	13.00	96,200.00
9	Remove Part of Ex. Outlet Structure	1	LS	5,500.00	5,500.00
10	Remove Ex. FES	2	EA	300.00	600.00
11	Raise Ex. Sanitary Sewer Manhole	1	EA	1,500.00	1,500.00
12	Removal of Tree (6" or greater)	21	EA	400.00	8,400.00
13	Replace Ex. Curb Cut and Sidewalk at Const. Entrance	1	LS	5,500.00	5,500.00
14	Repair Ex Storm Sewer FES and Hole	1	LS	600.00	600.00
15	Ex. Forebay Outlet - Reset and Grout Boulders	2	EA	2,500.00	5,000.00
16	Electric Line Pothole at South Maint Trail & Spillway	1	LS	2,500.00	2,500.00
17	30-inch Class III RCP	23	LF	180.00	4,140.00
18	36-inch Class III RCP	14	LF	250.00	3,500.00
19	30-inch RCP FES	1	EA	2,100.00	2,100.00
20	36-inch RCP FES	1	EA	2,500.00	2,500.00
21	4-inch PVC Pipe	54	LF	21.00	1,134.00
22	6-inch HDPE Storm Sewer (Connect to Underdrains)	230	LF	21.00	4,830.00
23	8-inch HDPE Storm Sewer (Connect to Underdrains)	45	LF	27.00	1,215.00
24	12-inch HDPE Storm Sewer (Connect to Underdrains)	48	LF	40.00	1,920.00
25	24" Nyloplast Area Inlet and Manhole	4	EA	2,400.00	9,600.00
26	HDPE Storm Connect to Ex. Manhole	1	EA	550.00	550.00
27	5-foot Diameter Slab Base Manhole (<5' Depth)	2	EA	5,000.00	10,000.00
28	Outlet Structure Wall with 2 WQCV Orifice Plates	1	LS	17,000.00	17,000.00
29	Outlet Structure Platform and Fence Gate	1	LS	3,500.00	3,500.00
30	Micropool	1	LS	35,000.00	35,000.00
31	Forebay - Concrete Bottom & Boulder Sides (30" RCP)	1	EA	20,000.00	20,000.00
32	Forebay - Concrete Bottom & Boulder Sides (36" RCP)	1	EA	24,000.00	24,000.00
33	Warning Signage	2	EA	350.00	700.00
34	Maintenance Trail - Typical (12" Class 6 ABC)	382	SY	23.00	8,786.00
35	Maintenance Trail - Stabilized Section (Geogrid)	672	SY	30.00	20,160.00
36	Maintenance Trail - Riprap Section	268	SY	46.00	12,328.00
37	Boulder Wall - NW Maint Trail (Exposed Face Area)	500	SF	47.00	23,500.00
38	Boulder Wall - South Maint Trail (Exposed Face Area)	140	SF	80.00	11,200.00
39	Trickle Channel (4' Bottom, 6" sides)	344	LF	78.00	26,832.00
40	Trickle Channel (6' Bottom, 6" sides)	181	LF	93.00	16,833.00
41	Trickle Channel (6' Bottom, 8" sides)	626	LF	105.00	65,730.00
42	Riprap - Type M Soil Riprap	149	CY	70.00	10,430.00
43	Plug Ex. Spillway Slot	1	LS	1,700.00	1,700.00
44	Erosion and Sediment Control	1	LS	25,000.00	25,000.00
45	Erosion Control Blanket (Straw/Coconut)	57,300	SF	.30	17,190.00
46	Protect Existing Trees	12	EA	250.00	3,000.00
47	Topsoil (Remove, Stockpile, Reuse)	2,300	CY	10.00	23,000.00

Metzler Ranch Pond Retrofit Project

Bid Schedule

48	Soil Preparation, Soil Amendment and Fine Grading	2.60	AC	5,000.00	13,000.00
49	Seeding (Prairie Wetland and Permanent)(Drill Seed)	2.60	AC	2,200.00	5,720.00
50	Split Rail Fence	36	LF	38.00	1,368.00
TOTAL BASE BID =					675,866.00

SIX HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS AND ZERO CENTS.
 TOTAL BASE BID IN WORDS

BID ALTERNATE 1: Alternate Stabilized Maintenance Trail Section w/ Riprap Subgrade

Item No.	Description	Quantity	Unit	Unit Price	Totals
1	Mobilization	1	LS	1,500.00	1,500.00
2	Maintenance Trail -Stabilized Section w/Riprap Subgrade	672	SY	64.00	43,008.00
3	Earthwork - Excavation, Haul Off-Site and Disposal	672	CY	13.00	8,736.00
4	Deduct: Base Bid Maint Trail-Stabilized (Geogrid)	672	SY	<30.00>	<20,160.00>
5	Deduct: Base Bid Maint Trail-Excavation Haul Off-Site and Disposal	317	CY	<13.00>	<4,121.00>
TOTAL BID ALTERNATE 1 =					28,963.00

TWENTY EIGHT THOUSAND NINE HUNDRED SIXTY THREE DOLLARS AND ZERO CENTS.
 TOTAL BID ALTERNATE 1 IN WORDS

BID ALTERNATE 2 - New Spillway

Item No.	Description	Quantity	Unit	Unit Price	Totals
1	Mobilization	1	LS	5,000.00	5,000.00
2	Surveying	1	LS	3,000.00	3,000.00
3	Materials Sampling and Testing	1	LS	1,200.00	1,200.00
4	Remove Ex. Concrete Spillway and Slot	1	LS	7,000.00	7,000.00
5	Emergency Spillway - Type H Soil Riprap	1,050	CY	55.00	57,750.00
6	Emergency Spillway - Type II Bedding	276	CY	61.00	16,836.00
7	Emergency Spillway - Concrete Overflow Wall	47	CY	1,160.00	54,520.00
8	Concrete Recovery Strip	410	SF	18.00	7,380.00
9	Erosion Control Blanket (Straw/Coconut)	7,000	SF	.30	2,280.00
10	Topsoil (Remove, Stockpile, Reuse)	176	CY	17.00	2,992.00
11	Soil Preparation and Fine Grading	0.20	AC	5,000.00	1,000.00
12	Native Seeding and Mulching	0.20	AC	3,000.00	600.00
13	Earthwork - Excavation, Haul Off-Site and Disposal	1,582	CY	13.00	20,566.00
14	Deduct: Plug Ex. Spillway Slot	1	LS	<1,700.00>	<1,700.00>
TOTAL BID ALTERNATE 2 =					178,424.00

ONE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS AND ZERO CENTS.
 TOTAL BID ALTERNATE 2 IN WORDS

BID ALTERNATE 3 - Add 6" Concrete Paving Along Bottom of Existing Forebays

Item No.	Description	Quantity	Unit	Unit Price	Totals
1	Mobilization	1	LS	6,000.00	6,000.00
2	Surveying	1	LS	3,000.00	3,000.00
3	Materials Sampling and Testing	1	LS	1,700.00	1,700.00

Metzler Ranch Pond Retrofit Project

Bid Schedule

4	6" Thick Concrete Paving and Ramp	638	SY	97.00	61,886.00
5	6" Curb along Sides	145	LF	31.00	4,495.00
6	Type II Bedding under Concrete (6" thick)	106	CY	70.00	7,420.00
7	Earthwork, Clearing and Grubbing	2	EA	1,800.00	36,000.00
8	Ex. Forebay Stabilization and Dewatering	2	EA	3,000.00	6,000.00
9	Earthwork - Excavation, Haul Off-Site and Disposal	213	CY	13.00	2,769.00
TOTAL BID ALTERNATE 3=					96,870.00

NINETY SIX THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND ZERO CENTS.
TOTAL BID ALTERNATE 3 IN WORDS

GRAND TOTAL - BASE BID + ALTERNATES 1, 2 & 3					980,123.00
NINE HUNDRED EIGHTY THOUSAND ONE HUNDRED TWENTY THREE					000.00
GRAND TOTAL - BASE BID + ALTERNATES 1, 2 & 3 IN WORDS					000.00

DOLLARS AND
ZERO CENTS.