

**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:

| <b>Number</b>         | <b>Date</b>       | <b>Pages</b> |
|-----------------------|-------------------|--------------|
| <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:

| <b>Document</b>                    | <b>Title</b> | <b>Pages</b> |
|------------------------------------|--------------|--------------|
| <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    |
|-----------------|---|----------|------|------------|-----------|
| <b>BASE BID</b> |   |          |      |            |           |
| 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  
TOTAL BASE BID IN WORDS AND ZERO CENTS

### 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  
TOTAL BID ALTERNATE 2 IN WORDS AND ZERO CENTS.

### 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~~

~~GRAND TOTAL - BASE BID + ALTERNATES 1, 2 & 3 IN WORDS~~

DOLLARS AND  
ZERO CENTS.