# TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

# PARKVIEW TRIBUTARY AND FIFTH STREET TRIAL DRAINAGE IMPROVEMENTS

THIS CONSTRUCTION CONTRACT ("Contract") between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **RME LTD. LLC**, **d/b/a Elite Surface Infrastructure**, a limited liability company ("Contractor"), 1199 Atchison Court, Castle Rock, Colorado 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	3/1/2021	1
2	3/15/2021	6
3	3/15/2021	1

- 6. Special Conditions of the Contract:
  - Parkview Tributary and Fifth Street Trail Drainage Improvements Project Special Conditions
- 7. The following Specifications:
  - Town of Castle Rock Construction Methodology and Materials Manual
  - Town of Castle Rock Details
  - Town of Castle Rock Temporary Erosion and Sediment Control (TESC) Manual

- Town of Castle Rock Standard Operating Procedures (SOPs)
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M&S Standards
- Mile High Flood District (MHFD) Technical Specifications:
  - o Section 31 37 00 RIPRAP, BOULDERS, AND BEDDING
- 8. The following Drawings:
  - Public Improvement Construction Plans for Parkview Tributary and Fifth Street Trail Drainage Improvements
  - Temporary Erosion and Sediment Control Plans for Parkview Tributary and Fifth Street Trail Drainage Improvements
- 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 One Million Three Hundred Ninety-Six Thousand Five Hundred and One Dollars and Ten Cents (\$1,396,501.10) ("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 from Notice of Award, and must complete work within Two Hundred and Ten (210) working days from and including the date of Notice to Proceed, according to the General Conditions.

**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 \$1,750 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 \_\_\_\_\_\_\_, 2021.

ATTEST: TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

RME LTD. LLC, d/b/a Elite Surface Infrastructure

By: \_\_\_\_\_\_

Title: \_\_\_\_\_\_

# Exhibit 1

## **BID SCHEDULE**

### PARKVIEW TRIBUTARY AND FIFTH STREET TRAIL DRAINAGE IMPROVEMENTS

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY		UNIT COST		TOTAL COST
1	201-00000	Clearing and Grubbing	LS	1	\$	2,350.00	\$	2,350.00
2	202-00001	Removal of Structure	EA	2	\$	900.00	\$	1,800.00
3	202-00010	Removal of Tree	EA	9	\$	320.00	\$	2,880.00
4	202-00019	Removal of Inlet	EA	2	\$	1,470.00	\$	2,940.00
5	202-00035	Removal of Pipe	LF	164	\$	26.50	\$	4,346.00
6	202-00037	Removal of End Section	EA	1	\$	305.00	\$	305.00
7	202-00204	Removal of Curb, Gutter and Sidewalk	LF	1,165	\$	6.15	\$	7,164.75
8	202-00210	Removal of Concrete Pavement	SY	285	\$	10.00	\$	2,850.00
9	202-00212	Remove of Concrete Pavement (Special)	SY	475	\$	9.50	\$	4,512.50
10	202-00240	Removal of Asphalt Mat (Planing)	SY	3,194	\$	7.45	\$	23,795.30
11	202-00400	Removal of Bridge	EA	3	\$	295.00	\$	885.00
12	202-00420	Removal of Pedestrian Rail	LF	25	\$	10.00	\$	250.00
13	202-00750	Removal of Luminaire	EA	3	\$	265.00	\$	795.00
14	202-00810	Removal of Ground Sign	EA	4	\$	58.00	\$	232.00
15	202-01000	Removal of Fence	LF	211	\$	3.00	\$	633.00
16	202-04001	Plug Culvert	EA	2	\$	1,060.00	\$	2,120.00
17	203-00010	Unclassified Excavation (Complete In Place)	CY	200	\$	8.35	\$	1,670.00
18	203-00060	Embankment Material (Complete In Place)	CY	200	\$	22.50	\$	4,500.00
19	203-01597	Potholing	HR	16	\$	385.00	\$	6,160.00
20	206-00065	Structure Backfill (Flow-Fill)	CY	270	\$	160.00	\$	43,200.00
21	207-00205	Topsoil	CY	95	\$	90.00	\$	8,550.00
22	207-00210	Stockpile Topsoil	CY	300	\$	3.60	\$	1,080.00
23		Subgrade Soil Preparation	SY	2,420	\$	3.65	\$	8,833.00
24		Silt Fence	LF	660	\$	1.45	\$	957.00
25	208-00035	Aggregate Bag	LF	133	\$	8.25	\$	1,097.25
26	208-00041	Rock Check Dam	EA	1	\$	1,365.00	\$	1,365.00
27	208-00045	Concrete Washout Structure	EA	1	\$	1,265.00	\$	1,265.00
28	208-00051	Storm Drain Inlet Protection (Type I)	LF	142	\$	8.25	\$	1,171.50
29	208-00070	Vehicle Tracking Pad	EA	1	\$	2,770.00	\$	2,770.00
30	208-00400	Water Control	LS	1	\$	3,450.00	\$	3,450.00
31	210-00001	Reset Structure	EA	1	\$	3,050.00	\$	3,050.00
32	210-00010	Reset Mailbox Structure	EA	3	\$	410.00	\$	1,230.00
33	210-00427	Reset Pipe Handrailing	LF	25	\$	163.00	\$	4,075.00
34	210-00760	Reset Luminaire	EA	3	\$	530.00	\$	1,590.00
35	210-00810	Reset Ground Sign	EA	4	\$	118.00	\$	472.00
36	210-04010	Adjust Manhole	EA	1	\$	760.00	\$	760.00
37	211-03005	Dewatering	LS	1	\$	3,450.00	\$	3,450.00
38	212-00006	Seeding (Native)	AC	0.5	\$	770.00	\$	385.00
39	212-00032	Soil Conditioning	AC	0.5	\$	3,530.00	\$	1,765.00
40	212-01200	Landscape Restoration	LS	1.15	\$	8,765.00	\$	10,079.75
41	213-00004	Mulching (Weed Free Straw)	AC	0.5	\$	1,120.00	\$	560.00
42	216-00201	Soil Retention Blanket (Straw-Coconut)	SY	1,370	\$	2.90	\$	3,973.00
		(Biodegradable Class 1)						
43	216-00301	Turf Reinforcement Mat (Class 1)	SY	810	\$	6.00	\$	4,860.00
44		Aggregate Base Course (Class 6)	CY	510	\$	57.25	\$	29,197.50
45	403-33742	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	SY	2,514	\$ 13.45 \$		33,813.30	
46	403-34742	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	SY	4,442			39,755.90	
47		Emulsified Asphalt (Slow-Setting)	GAL	135	\$	4.75	\$	641.25
48	412-00600	Concrete Pavement (6 Inch)	SY	156	\$	73.00	\$	11,388.00
49	412-01015	Concrete Pavement (10 Inch)(Reinforced)	SY	48	\$	123.50	\$	5,928.00

50	504-08255	Masonry Landscape Wall (Dry Stack)	SF	734	\$ 41.20	\$	30,240.80
51	603-00052	Culvert Lining (48 inch) (Spray Applied)	LF	112	\$ 880.00	\$	98,560.00
52	603-01245	24 Inch Reinforced Concrete Pipe (Complete In	LF	15	\$ 98.10	\$	1,471.50
		Place)					
53	53 603-01305 30 Inch Reinforced Concrete Pipe (Complete In		LF	27	\$ 148.55	\$	4,010.85
		Place)					
54	603-01365	36 Inch Reinforced Concrete Pipe (Complete In	LF	219	\$ 203.85	\$	44,643.15
		Place)					
55	603-01425	42 Inch Reinforced Concrete Pipe (Complete In	LF	87	\$ 209.60	\$	18,235.20
		Place)					
56	603-01485	48 Inch Reinforced Concrete Pipe (Complete In	LF	438	\$ 257.45	\$	112,763.10
		Place)					
57	603-01545	54 inch Reinforced Concrete Pipe (Complete In	LF	90	\$ 287.65	\$	25,888.50
		Place)					
58	603-02365	45 x 29 Inch Reinforced Concrete Pipe Elliptical	LF	27	\$ 290.55	\$	7,844.85
		(Complete In Place)					
59	603-05054	54 inch Reinforced Concrete End Section	EA	1	\$ 6,085.00	\$	6,085.00
60	604-00510	Inlet Type D (10 Foot)	EA	1	\$ 6,015.00	\$	6,015.00
61	604-00511	Inlet Type D (Special)(10 Foot)	EA	1	\$ 10,995.00	\$	10,995.00
62	604-16605	Inlet Type 16 (Triple)(5 Foot)	EA	1	\$ 12,445.00	\$	12,445.00
63	604-16610	Inlet Type 16 (Triple)(10 Foot)	EA	1	\$ 12,760.00	\$	12,760.00
64	604-19005	Inlet Special (5 Foot)	EA	7	\$ 7,680.00	\$	53,760.00
65	604-30010	Manhole Slab Base (10 Foot)	EA	8	\$ 6,560.00	\$	52,480.00
66	604-30015	Manhole Slab Base (15 Foot)	EA	1	\$ 11,055.00	\$	11,055.00
67	607-01000	Fence Barbed Wire With Metal Posts	LF	46	\$ 20.25	\$	931.50
68	607-01050	Fence Wire With Metal Posts	LF	60	\$ 46.45	\$	2,787.00
69	607-11455	Fence Wood	LF	89	\$ 91.15	\$	8,112.35
70	607-11525	Fence (Plastic)	LF	2,040	\$ 1.75	\$	3,570.00
71	608-00006	Concrete Sidewalk (6 Inch)	SY	74	\$ 71.50	\$	5,291.00
72	608-00010	Concrete Curb Ramp	SY	39	\$ 158.50	\$	6,181.50
73	608-10010	Sidewalk Drain	EA	1	\$ 1,070.00	\$	1,070.00
74	609-21900	Curb and Gutter Type 2 (Special)	LF	395	\$ 32.40	\$	12,798.00
75	609-22900	Curb, Gutter and Sidewalk (Special)	LF	1,083	\$ 48.00	\$	51,984.00
76	624-28013	12 Inch Drainage Pipe (Class 8)(Complete In Place)	LF	328	\$ 120.00	\$	39,360.00
77	625-00000	Construction Surveying	LS	1.15	\$ 16,000.00	\$	18,400.00
78	626-00000	Mobilization	LS	1.15	\$ 96,500.00	\$	110,975.00
79	630-00016	Traffic Control (Special) LS	LS	1.15	\$ 76,500.00	\$	87,975.00
	•	• • • • • • • • • • • • • • • • • • • •			 Items Subtotal:	-	1,159,589.30

NO.	MHFD ITEM NO.	DESCRIPTION	UNIT	QUANTITY		UNIT COST	TOTAL COST
51	ESC-17-002	Stabilized Staging Area	SY	191	\$	13.60	\$ 2,597.60
81	RW-12-003	Soil Riprap, Type M	CY 78 \$ 84.35				\$ 6,579.30
				M	HF	D Items Subtotal:	\$ 9,176.90

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST		TOTAL COST	
82	W106-300	Material Sampling and Testing	LS	1	\$	16,750.00	\$	16,750.00
83	W202-030	Removal of Fire Hydrant	EA	1	\$	1,280.00	\$	1,280.00
84	W202-031	Removal of Water Main	LF LF				\$	678.00
85	W202-032	Removal of Sanitary Sewer Pipe	LF	521	\$	27.00	\$	14,067.00
86	W604-604	4" Polyvinyl Chloride Sanitary Sewer Pipe	LF	521	\$	45.50	\$	23,705.50
86A	W619-001	Adjust Existing Water Main	EA	1	\$	6,500.00	\$	6,500.00
87	W619-002	Adjust Existing Water Service Line	EA	23	\$	1,865.00	\$	42,895.00
88	W619-003	Connect to Existing Water Main	EA	3	\$	2,495.00	\$	7,485.00

89	W619-006	6" Ductile Iron Pipe	LF	34	\$	82.85	\$ 2,816.90
90	W619-108	8" Polyvinyl Chloride Water Pipe	LF	854	\$	93.75	\$ 80,062.50
91	W619-206	6" Gate Valve	EA	2	\$	1,200.00	\$ 2,400.00
92	W619-208	8" Gate Valve	EA	7	\$	1,890.00	\$ 13,230.00
93	W619-306	6" Fire Hydrant	EA	2	\$	6,560.00	\$ 13,120.00
94	W619-465	Meter Pit	EA	1	\$	2,745.00	\$ 2,745.00
CRW Items Subtotal:						\$ 227,734.90	

**Total Bid:** \$ 1,396,501.10

One million three hundred ninety-six thousand five hundred and one dollars and ten cents

Total Base Bid in Words (Items 1 - 94)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER E: INSURER F:	New York	34452					
	New York	34452					
	New York	34452					
Castle Rock, CO 80109 Insurer d: Lloyd's	New York	34452					
1199 Atchison Court  INSURER C: Homeland Insurance Company of							
RME Ltd., LLC d/b/a Elite Surface Infrastructure		41190					
DI MACRILI 04	,						
License#: PC-1210733 INSURER A: The Cincinnati Insurance Compa	ıv	10677					
Overland Park KS 66210 INSURER(S) AFFORDING COVERA	GE	NAIC#					
Suite 600 E-MAIL ADDRESS: certs@imacorp.com	E-MAII						
IMA, Inc Kansas City 9393 W. 110th Street  PHONE (A/C, No, Ext): 316-267-9221	FAX (A/C, No):						
PRODUCER NAME: IMA Wichita Team							

COVERAGES CERTIFICATE NUMBER: 1409733269 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		ADDL SUB	R	POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVI	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		EPP0470826	1/2/2021	1/2/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 500.000
	CLAIMS-MADE					PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		EPP0470826	1/2/2021	1/2/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		EPP0470826	1/2/2021	1/2/2022	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED X RETENTION \$ \$0						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4072572	1/2/2021	1/2/2022	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
CD	Pollution Liability 2nd Layer Excess		7930074010003 SCX1009021	1/2/2021 1/2/2021	1/2/2022 1/2/2022	Pollution Each Occur. Exc Each Occurrence Excess Aggregate	\$1,000,000 \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Parkway Tributary and Fifth Street Trail Drainage Improvements Project

CERTIFICATE HOLDER	CANCELLATION
Town of Castle Rock 100 N. Wilcox Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Castle Rock CO 80104	AUTHORIZED REPRESENTATIVE  Branda Vincent
Castle Rock CO 80104	0 16 1

OFFICIOATE HOLDER