

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 JBS Pipeline, LLC, a Colorado Limited Liability Company (“Contractor”), 8600 Verbena Street, Commerce City, Colorado 80022.

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
<i>Addendum No. 1</i>	<i>August 4, 2021</i>
<i>Addendum No. 2</i>	<i>August 10, 2021</i>
6. Special Conditions of the Contract:

Title
<i>Standard Special Provisions</i>
<i>Project Special Provisions</i>
<i>Project Special Conditions</i>
7. The following Specifications:

Title
<i>Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction</i>
<i>Town of Castle Rock Construction Methodology and Materials Manual</i>
<i>Project Technical Specifications</i>
8. The following Drawings:

Title
<i>Construction Plans for Craig & Gould North Infrastructure Improvements</i>

*Temporary Erosion & Sediment Control (TESC) Plans for Craig & Gould North
Infrastructure 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, Labor and Material Payment, and Warranty Bonds;
16. Performance Guarantee;
17. Insurance Certificates; and
18. Union Pacific Railroad Pipeline Crossing Agreement.

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 SIX MILLION NINE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTEEN AND 00/100 DOLLARS (\$6,917,215.00) ("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 365 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 \$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. Contractor shall submit a Certification of Insurance to the Town upon execution of this Agreement.

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

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

JBS PIPELINE, LLC

By: _____

Title: _____

BID SCHEDULE**CRAIG AND GOULD NORTH INFRASTRUCTURE IMPROVEMENTS**

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	201-00000	Clearing And Grubbing	LS	1	\$ 56,755.00	\$ 56,755.00
2	202-00010	Removal of Tree	EA	17	\$ 1,780.00	\$ 30,260.00
3	202-00019	Removal of Inlet	EA	1	\$ 755.00	\$ 755.00
4	202-00021	Removal of Manhole	EA	4	\$ 1,120.00	\$ 4,480.00
5	202-00031	Removal of Fire Hydrant	EA	4	\$ 850.00	\$ 3,400.00
6	202-00035	Removal of Pipe	LF	830	\$ 63.00	\$ 52,290.00
7	202-00155	Removal of Wall	LF	98	\$ 26.00	\$ 2,548.00
8	202-00200	Removal of Sidewalk	SY	160	\$ 14.00	\$ 2,240.00
9	202-00203	Removal of Curb and Gutter	LF	1,525	\$ 10.00	\$ 15,250.00
10	202-00206	Removal of Concrete Curb Ramp	SY	38	\$ 150.00	\$ 5,700.00
11	202-00210	Removal of Concrete Pavement	SY	1,415	\$ 20.00	\$ 28,300.00
12	202-00240	Removal of Asphalt Mat (Planing)	SY	2,146	\$ 5.00	\$ 10,730.00
13	202-01130	Removal of Guardrail Type 3	LF	153	\$ 22.00	\$ 3,366.00
14	202-00810	Removal of Ground Sign	EA	2	\$ 38.00	\$ 76.00
15	202-04002	Clean Culvert	EA	5	\$ 1,035.00	\$ 5,175.00
16	203-00010	Unclassified Excavation (CIP)	CY	5,325	\$ 55.00	\$ 292,875.00
17	203-00020	Unclassified Excavation (CIP)(Contingency)	CY	765	\$ 59.00	\$ 45,135.00
18	206-00065	Structure Backfill (Flow-Fill)	CY	10	\$ 200.00	\$ 2,000.00
19	207-00205	Topsoil	CY	2,328	\$ 49.00	\$ 114,072.00
20	207-00210	Stockpile Topsoil	CY	116	\$ 49.00	\$ 5,684.00
21	208-00006	Sediment Control Log	LF	2,504	\$ 2.65	\$ 6,635.60
22	208-00020	Silt Fence	LF	627	\$ 1.85	\$ 1,159.95
23	208-00040	RRB for Culvert Protection	LF	744	\$ 21.50	\$ 15,996.00
24	208-00045	Concrete Washout Area	EA	4	\$ 3,270.00	\$ 13,080.00
25	208-00051	Inlet Protection (Type I)	LF	246	\$ 33.00	\$ 8,118.00
26	208-00052	Inlet Protection (Type II)	LF	480	\$ 43.00	\$ 20,640.00
27	208-00070	Vehicle Tracking Control	EA	9	\$ 3,500.00	\$ 31,500.00
28	208-00085	Stabilized Staging Area	SY	2,000	\$ 7.50	\$ 15,000.00
29	210-00010	Reset Mailbox Structure	EA	13	\$ 219.00	\$ 2,847.00
30	210-00810	Reset Ground Sign	EA	24	\$ 358.25	\$ 8,598.00
31	210-01000	Reset Fence	LF	181	\$ 32.00	\$ 5,792.00
32	210-04015	Modify Manhole	EA	2	\$ 1,615.00	\$ 3,230.00
33	210-04020	Modify Inlet	EA	1	\$ 3,985.00	\$ 3,985.00
34	212-00006	Seeding (Native)	AC	3.0	\$ 955.00	\$ 2,865.00
35	212-00032	Soil Conditioning	AC	3.0	\$ 4,930.00	\$ 14,790.00
36	213-00004	Mulching (Weed-Free Straw)	AC	3.0	\$ 1,670.00	\$ 5,010.00
37	213-00061	Mulch Tackifier	LB	300	\$ 7.00	\$ 2,100.00
38	304-06000	Aggregate Base Course (Class 6)	TON	151	\$ 38.00	\$ 5,738.00
39	304-06030	Aggregate Base Course (Class 6 Recycled Concrete)(8")(Composite)	SY	22,786	\$ 13.65	\$ 311,028.90
40	304-06031	Aggregate Base Course (CIP)(Class 6 Recycled Concrete)(Contingency)	CY	765	\$ 45.50	\$ 34,807.50
41	306-01000	Reconditioning	SY	2,625	\$ 3.85	\$ 10,106.25
42	403-00720	Hot Mix Asphalt (Patching)(GR S)(75)(PG 64-22)(CIP)(Minimum 6" Depth)	TON	174	\$ 245.00	\$ 42,630.00

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
43	403-00730	HMA/WMA (Patching)(GR SX)(75)(PG 58-28)(CIP) (Minimum 4" Depth)(Driveways)	TON	187	\$ 245.00	\$ 45,815.00
44	403-34726	Hot Mix Asphalt (Grading SX)(75)(PG 58-28)(2.0")	SY	12,478	\$ 11.95	\$ 149,112.10
45	403-34727	Hot Mix Asphalt (Grading SG)(75)(PG 58-28)(3.5")	SY	12,478	\$ 19.75	\$ 246,440.50
46	403-34743	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)(2.0")	SY	5,054	\$ 11.95	\$ 60,395.30
47	403-34744	Hot Mix Asphalt (Grading SG)(75)(PG 64-22)(3.5")	SY	2,908	\$ 19.75	\$ 57,433.00
48	412-00600	Concrete Pavement (6 Inch)	SY	4,688	\$ 62.40	\$ 292,531.20
49	412-00800	Concrete Pavement (8 Inch)	SY	114	\$ 120.00	\$ 13,680.00
50	412-01001	Concrete Pavement (Cross Pan & Fillet)(10 Inch)	SY	147	\$ 140.00	\$ 20,580.00
51	420-00112	Geotextile (Drainage)(Class I)	SY	24	\$ 65.00	\$ 1,560.00
52	504-08255	Masonry Landscape Wall (Dry Stack)	SF	411	\$ 103.00	\$ 42,333.00
53	506-00206	Riprap (6 Inch)	CY	4	\$ 175.00	\$ 700.00
54	514-00042	Pedestrian Railing (42 Inch)	LF	522	\$ 215.00	\$ 112,230.00
55	601-07000	Concrete Retaining Wall (Cast In Place)	SF	467	\$ 170.00	\$ 79,390.00
56	601-07001	Backside Footer Wall	SF	703	\$ 68.00	\$ 47,804.00
57	603-01185	18 Inch Reinforced Concrete Pipe (CIP)	LF	1,483	\$ 91.00	\$ 134,953.00
58	603-01245	24 Inch Reinforced Concrete Pipe (CIP)	LF	879	\$ 104.00	\$ 94,416.00
59	603-01305	30 Inch Reinforced Concrete Pipe (CIP)	LF	91	\$ 171.00	\$ 15,561.00
60	603-01365	36 Inch Reinforced Concrete Pipe (CIP)	LF	854	\$ 194.00	\$ 165,676.00
61	603-05018	18 Inch Reinforced Concrete End Section	EA	4	\$ 2,375.00	\$ 9,500.00
62	604-00305	Inlet Type C (5 Foot)	EA	1	\$ 2,885.00	\$ 2,885.00
63	604-16050	Inlet Type 16 (Single)(3-6 Foot Depth)	EA	1	\$ 4,350.00	\$ 4,350.00
64	604-16550	Inlet Type 16 (Double)(3-6 Foot Depth)	EA	1	\$ 6,900.00	\$ 6,900.00
65	604-16650	Inlet Type 16 (Triple)(3-6 Foot Depth)	EA	19	\$ 10,565.00	\$ 200,735.00
66	604-16650	Inlet Type 16 (Triple)(>6 Foot Depth)	EA	3	\$ 16,450.00	\$ 49,350.00
67	604-19105	Inlet Type R L 5 (5 Foot)	EA	3	\$ 5,000.00	\$ 15,000.00
68	604-19305	Inlet Type R L 15 (5 Foot)	EA	1	\$ 10,300.00	\$ 10,300.00
69	604-30005	Manhole Slab Base (5 Foot)	EA	1	\$ 3,700.00	\$ 3,700.00
70	604-30010	Manhole Slab Base (10 Foot)	EA	11	\$ 4,360.00	\$ 47,960.00
71	604-30015	Manhole Slab Base (15 Foot)	EA	5	\$ 8,270.00	\$ 41,350.00
72	604-30020	Manhole Slab Base (20 Foot)	EA	3	\$ 9,400.00	\$ 28,200.00
73	604-39040	Water Quality Vault	EA	1	\$ 94,430.00	\$ 94,430.00
74	603-50037	36 Inch Plastic Pipe (C900 Polyvinyl Chloride)	LF	147	\$ 655.00	\$ 96,285.00
75	604-60000	Sidewalk Curb Chase (2 Openings)	EA	1	\$ 5,970.00	\$ 5,970.00
76	607-11525	Fence (Plastic)	LF	12,546	\$ 2.95	\$ 37,010.70
77	608-00006	Concrete Sidewalk (6 Inch)	SY	2,376	\$ 68.50	\$ 162,756.00
78	608-00010	Concrete Curb Ramp (6 Inch)	SY	571	\$ 145.00	\$ 82,795.00
79	609-20010	Curb Type 2 (Section B)	LF	167	\$ 38.00	\$ 6,346.00
80	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	8,627	\$ 36.00	\$ 310,572.00
81	609-21021	Curb and Gutter Type 2 (Section II-M)	LF	2,077	\$ 42.00	\$ 87,234.00
82	614-00011	Sign Panel (Class I)	SF	90	\$ 30.00	\$ 2,700.00
83	614-01502	Steel Sign Support (2 Inch Round) (Post & Socket)	LF	387	\$ 23.00	\$ 8,901.00
84	614-10120	Variable Message Sign (4 VMS per Day)	DY	430	\$ 310.00	\$ 133,300.00
85	619-10487	48 Inch Welded Steel Pipe (Jacked)	LF	110	\$ 2,090.00	\$ 229,900.00
86	625-00000	Construction Surveying	LS	1	\$101,795.00	\$ 101,795.00
87	626-00000	Mobilization	LS	1	\$134,000.00	\$ 134,000.00
88	627-00001	Pavement Marking Paint (15-19 mils)(7-8 lbs Beads)	GAL	19	\$ 179.00	\$ 3,401.00
89	627-30110	Pavement Marking Paint (Xwalk-Stop Line)(15-19 mils)(7-8 lbs Beads)	SF	720	\$ 2.50	\$ 1,800.00

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
90	627-30205	Thermoplastic Pavement Marking (Word-Symbol)	SF	147	\$ 30.00	\$ 4,410.00
91	627-30210	Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	281	\$ 24.00	\$ 6,744.00
92	630-00016	Traffic Control Management	LS	1	\$ 716,550.00	\$ 716,550.00
93	700-70010	F/A - Minor Contract Revisions	LS	1	\$ 200,000.00	\$ 200,000.00
94	700-70315	F/A - Landscaping/Irrigation Restoration	LS	1	\$ 20,000.00	\$ 20,000.00
95	700-90072	F/A - RR Flagger	LS	1	\$ 50,000.00	\$ 50,000.00
96	720-00000	Material Sampling And Testing	LS	1	\$ 36,200.00	\$ 36,200.00
97	950-00010	RR Insurance	LS	1	\$ 3,025.00	\$ 3,025.00
CDOT Items Subtotal:						\$ 5,780,713.00

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
98	W202-031	Removal of Water Pipe	LF	2,260	\$ 32.00	\$ 72,320.00
99	W202-032	Removal of Sanitary Sewer Pipe	LF	780	\$ 44.00	\$ 34,320.00
100	W210-010	Adjust Sanitary Sewer Manhole	EA	15	\$ 815.00	\$ 12,225.00
101	W604-538	8 Inch Plug	EA	1	\$ 380.00	\$ 380.00
102	W604-608	8 Inch Polyvinyl Chloride Sanitary Sewer Pipe	LF	1,460	\$ 122.00	\$ 178,120.00
103	W604-640	Sanitary Sewer Manhole (4 Foot Diameter)	EA	12	\$ 3,890.00	\$ 46,680.00
104	W604-674	4 Inch Sanitary Sewer Service Connection (CIP)	EA	23	\$ 2,425.00	\$ 55,775.00
105	W604-700	Sanitary Sewer Manhole Ring And Cover (Special)	EA	1	\$ 11,140.00	\$ 11,140.00
106	W619-000	Adjust Valve Box	EA	17	\$ 388.00	\$ 6,596.00
107	W619-003	Connect To Existing Water Main	EA	9	\$ 2,025.00	\$ 18,225.00
108	W619-006	6 Inch Ductile Iron Pipe	LF	130	\$ 89.00	\$ 11,570.00
109	W619-008	8 Inch Ductile Iron Pipe	LF	3,810	\$ 80.90	\$ 308,229.00
110	W619-152	2 Inch Blow Off Valve	EA	1	\$ 6,100.00	\$ 6,100.00
111	W619-206	6 Inch Gate Valve	EA	5	\$ 1,380.00	\$ 6,900.00
112	W619-208	8 Inch Gate Valve	EA	22	\$ 2,075.00	\$ 45,650.00
113	W619-248	8 Inch X 8 Inch Cross	EA	1	\$ 1,216.00	\$ 1,216.00
114	W619-261	8 Inch X 11.25 Degree Horizontal Bend	EA	5	\$ 790.00	\$ 3,950.00
115	W619-265	8 Inch X 45 Degree Horizontal Bend	EA	13	\$ 815.00	\$ 10,595.00
116	W619-269	8 Inch X 90 Degree Horizontal Bend	EA	3	\$ 865.00	\$ 2,595.00
117	W619-306	6 Inch Fire Hydrant	EA	5	\$ 5,580.00	\$ 27,900.00
118	W619-386	8 Inch X 6 Inch Tee W/Kickblock	EA	5	\$ 1,020.00	\$ 5,100.00
119	W619-388	8 Inch X 8 Inch Tee W/Kickblock	EA	4	\$ 1,195.00	\$ 4,780.00
120	W619-403	3/4 Inch Copper Service (CIP)	EA	54	\$ 4,050.00	\$ 218,700.00
121	W619-410	1 Inch Copper Service (CIP)	EA	8	\$ 4,850.00	\$ 38,800.00
122	W619-450	Curb Stop	EA	62	\$ 410.00	\$ 25,420.00
123	W619-465	Meter Pit	EA	16	\$ 475.00	\$ 25,420.00
CRW Items Subtotal:						\$ 1,160,886.00

Total Bid: \$ 6,941,599.00

SIX MILLION, NINE HUNDRED, FORTY-ONE THOUSAND, FIVE HUNDRED, NINETY-NINE DOLLARS.

Total Base Bid In Words (Items 1 - 123)

8/18/2021

CRAIG AND GOULD NORTH INFRASTRUCTURE IMPROVEMENTS

BID ALTERNATIVE #1 - ALL 8" PVC WATERLINE PIPING, FH LATERALS REMAIN DI

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
109A	W619-108	8 Inch Polyvinyl Chloride Water Pipe	LF	3,810	\$ 74.50	\$ 283,845.00
Bid Alternative #1 Subtotal:						\$ 283,845.00

Total Bid (with Bid Alternative #1): ~~\$-7,225,444.00~~

\$6,917,215.00

SIX MILLION NINE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS

Total Base Bid in Words w/Bid Alternative #1 (Items 1 - 108, 109A, 111 - 123)

8/18/2021

JWR