

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. 2014-22**

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A  
CONSTRUCTION CONTRACT WITH GOULD CONSTRUCTION FOR CONSTRUCTION  
OF THE PEDESTRIAN BRIDGE CROSSING.

WHEREAS, the Town of New Castle (“Town”) is pursuing the construction of a new pedestrian bridge near the I-70 interchange to connect County Road 335 on the South side of the Colorado River to Highway 6&24 on the North side of the Colorado River (the “Project”); and

WHEREAS, as part of the Project, the new bridge will cross I-70, which is maintained by the Colorado Department of Transportation (“CDOT”);

WHEREAS, pursuant to Resolution 2014-26, a maintenance agreement with CDOT was approved in furtherance of the Project;

WHEREAS, the new bridge will also cross the existing railroad tracks owned and controlled by Union Pacific Railroad Company (“UPRC”);

WHEREAS, a separate agreement with UPRC was adopted under Resolution No. 2014-25 to further the Project;

WHEREAS, the Project was put out to competitive bid pursuant to the New Castle Procurement Code, Chapter 3.36 of the New Castle Municipal Code;

WHEREAS, following receipt of the bids, the Town determined that Gould Construction (“Gould”) was the lowest responsible bidder as required under New Castle Municipal Code 3.36.040, but its bid still exceeded the project budget, and Gould and the Town then worked together to modify the scope of work under the contract to achieve additional cost savings; and

WHEREAS, the Town Council desires to approve a construction contract with Gould to undertake and complete the building of the Project on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Town Council.
2. Agreement Approved. The Agreement attached hereto as Exhibit 1 (the “Agreement”) is hereby approved by the Town Council, and the Mayor and Town Clerk are authorized to execute the Agreement, subject to the provisions of this Resolution.

3. Clarifications to Agreement. The Town Council's approval of the Agreement is subject to the following clarifications and understandings, which shall be deemed to be incorporated into the Agreement:

- A. UPRC imposes separate requirements on contractors as articulated in the Town of New Castle's agreement with UPRC that was adopted under Resolution 2014-25 in furtherance of this Project. The UPRC requirements shall be incorporated into this Agreement, and Gould is obligated to comply therewith.
- B. CDOT also imposes requirements on contractors independent of those referenced in this Agreement. Those requirements are articulated in the agreement between the Town of New Castle and CDOT that was approved under Resolution 2014-26, and are hereby incorporated into the Agreement between Gould and the Town of New Castle.

SO RESOLVED at a duly-noticed public meeting of the New Castle Town Council this 5<sup>th</sup> day of August, 2014.

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Bob Gordon, Mayor

Attest:

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Melody Harrison, Town Clerk

**NOTICE OF AWARD**  
Town of New Castle

Dated **July 30 , 2014**

TO: **Gould Construction, Inc.**  
Bidder

PROJECT: **Pedestrian Safety Enhancement Project at I-70 Exit 105**

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CONTRACT FOR: All improvements as contained in Bid Schedules

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You are notified that your Bid dated **June 26, 2014** for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

**The Town of New Castle Pedestrian Safety Enhancement Project at I-70 Exit 105**

Contract Price of your Contract is **two million one hundred and sixteen thousand seven hundred and six dollars and 65 cents.**

Dollars **\$2,116,706.65**

Ten copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award and are available at the SGM offices.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by **August 14, 2014.**

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 13.6) and General Conditions (section 2.26).
3. You must deliver with the executed Agreement, proof of insurance coverage as specified in the General Conditions (section 2.32) and Supplementary General Conditions (paragraph 2.00).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully

**NOTICE OF AWARD**  
Town of New Castle

signed counterpart of the Agreement with the Contract Documents attached.

\_\_\_\_\_  
Town of New Castle  
Owner

By:

\_\_\_\_\_  
Authorized Signature

Tom Baker,  
Town Administrator  
\_\_\_\_\_  
Title

## AGREEMENT

THIS AGREEMENT, made this 30th day of July, 20 14, by and between, Town of New Castle hereinafter called "OWNER", and Gould Construction, Inc. doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Pedestrian Safety Enhancement Project at I-70 Exit 105**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Fifteen calendar days after the date of the NOTICE TO PROCEED and will complete the same by November , unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **two million one hundred and sixteen thousand seven hundred and six dollars and 65 cents. (\$2,116,706.65)** dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. ADVERTISEMENT FOR BID
  - B. INSTRUCTIONS TO BIDDERS
  - C. BID
  - D. BID BOND
  - E. AGREEMENT
  - F. GENERAL CONDITIONS
  - G. SUPPLEMENTARY GENERAL CONDITIONS
  - H. STANDARD SPECIAL PROVISIONS
  - I. PROJECT SPECIAL PROVISIONS
  - J. CDOT SPECIAL PROVISIONS
  - K. COMPLETION TIME
  - L. CALENDAR DAYS

- M. PAYMENT BOND
- N. PERFORMANCE BOND
- O. NOTICE OF AWARD
- P. NOTICE TO PROCEED
- Q. CHANGE ORDER
- R. DRAWINGS prepared by **SGM, Inc.** numbered **1** through **55** and revised M&S sheets (pages) with last revision dated \_N/A\_\_\_\_\_.
- S. SPECIFICATIONS prepared and issued by **SGM, Inc.** dated February 2014.
- T. ADDENDA:
  - No.001**, dated **June 16, 2014**
  - No.002**, dated **June 20, 2014**
  - No.003**, dated **June 25, 2014.**
- U. UPRR Right of Entry Agreement provisions

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

OWNER: **Town of New Castle**

BY: \_\_\_\_\_

NAME: **Bob Gordon**

(SEAL)

TITLE: **Mayor**

ATTEST (OWNER):

\_\_\_\_\_  
(Please type)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR: **Gould Construction, Inc.**

BY: \_\_\_\_\_

NAME: **Mark Gould, President**

(SEAL)

ADDRESS: **P.O. Box 130**  
**Glenwood Springs, CO 81602**

ATTEST (CONTRACTOR):

\_\_\_\_\_  
(Please type)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_