



**Request for Proposals (RFP)
for
Pirate Park Playground Design and Renovation
Project No: PROS-2026-03**

WORK: **Pirate Park Playground Design and Renovation**

SUBMITTAL DATE AND LOCATION:

Date of Request: June 25, 2026

Due Date for Bids: July 21, 2026 by 10:00 A.M.

Interested firms are invited to submit (1) electronic copy of the Proposal by **10:00 AM on July 21, 2026**.

Submit one digital copy of the Bid to:

Jordan Hayes, Project Manager
jordanh@superiorcolorado.gov

WORK DESCRIPTION

The Town of Superior requests Proposals for:

The services of a professional playground firm for the design and renovation of a playground at Pirate Park (1466 Vinca Pl, Superior, CO 80027).

Any questions concerning this Request for Proposal shall be directed **IN WRITING ONLY** by July 10, 2026 at 10:00 a.m. to Jordan Hayes, Project Manager, jordanh@superiorcolorado.gov

Pre-Proposal Site Visit Non-Mandatory

Site is open to the public. A site visit is encouraged; a site meeting will not be hosted by the Town.

PUBLICATION DATE: June 25, 2026

PUBLISHED IN: Rocky Mountain E-Purchasing System

SECTION I

INSTRUCTIONS TO BIDDERS/PROPOSERS

- 2.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the Work specified in the Request for Bids for the compensation specified.
- 2.2 Bids shall be clearly marked with the work name, contact person, email address, mailing address, and telephone number of the Bidder.
- 2.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form, submitted and in the Town's possession by or before the time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late or not submitted in proper form will not be accepted.

The Bid shall be submitted electronically. If the Bid is submitted electronically, it shall be emailed to: jordanh@superiorcolorado.gov. If the Bid is submitted via physical or "hard copy," it shall be sealed and either mailed with delivery confirmation or hand-delivered to Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027, which shall provide a written receipt of delivery upon request.

- 2.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered or discovered or that should have been encountered or discovered in the exercise of reasonable diligence.
- 2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 2.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
- 2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for and the Bidder shall not rely on any amplification, clarification, explanation, interpretation or correction of a Bid not contained in written addenda.

- 2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 2.9 The following information shall be submitted with the Bid:
- 2.9.1. The names and resumes of staff personnel who will be assigned to the work.
 - 2.9.2. A complete proposed scope of work, bid schedule listing prices and project schedule listing estimated work timeline, including any alternatives that can be identified. The Bidder is expected to review and visually inspect at a minimum, or as further required by the Bid, the work site prior to submittal of the Bid.
 - 2.9.3. The names and addresses of any subcontractors who will be retained for the work, as well as a general description of the applicable scope of work for each listed subcontractor.
 - 2.9.4. A completed Bidder's Qualification Statement, including a list of the Bidder's previous experience on construction of similar projects.
 - 2.9.5. A financial statement prepared during current fiscal year as prepared for a bank or bonding company.
 - 2.9.6. Proposals are to be simple and straightforward with a concise description of the proposer's ability to fulfill the requirements of the RFP, and should not exceed thirty (30) pages in length (not including required forms). Alternate designs may increase the base page allotment by an additional five (5) pages per submitted alternate.
 - 2.9.7. Provide a full & clear description of the park preliminary concept design(s) including color photos of equipment and conceptual layout.

- 2.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
- 2.11 The Town intends to select the bidder with the best overall design concept for the playground. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
- 2.12 The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to meet the needs of the Project, to perform the work, to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 2.13 Pursuant to C.R.S. § 24-103-908(2), if the Town's appropriation or expenditure of monies for the work may be reasonably expected to exceed \$500,000 in the aggregate for any fiscal year, a Colorado resident Bidder shall be allowed preference over a nonresident Bidder equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. Additional information may be obtained from the Colorado Department of Personnel & Administration web site.
- 2.14 The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 2.15 No Bid shall include federal excise taxes or state or local sales or use taxes.

- 2.16 In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- 2.17 The Bid, including all required documents, shall be submitted using the enclosed forms. The Summary and Bid Schedule shall be used for submitting the fees, and the completed forms shall be submitted as described in Section 2.3. The Bidder shall also include with the Bid Schedule a breakdown of tasks that shows name, position, hours, and costs for each task.
- 2.18 Contract Documents are available on the Town's website (superiorcolorado.gov) and upon request at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027.
- 2.19 All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
- 2.20 Bids shall be in accordance with the specifications contained in the Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 2.21 Each Bid shall include a statement of standard warranty of the manufacturer.
- 2.22 The Town requires a bid bond for this Project. If a bid bond is required, a condition precedent to the Town accepting a Bid is that the requisite bid bond is provided with the Bid in the form of a corporate surety bond in the amount of [5%] of the total Bid which shall be submitted with and in the same manner as the Bid as described in Section 2.3. If submitted via physical or "hard copy," the required bid bond shall be filed at office of the Project Manager, 124 E. Coal Creek Drive, Superior, CO 80027, with the fee schedule, bid schedule, and bid summary in a separate sealed envelope. Upon award, bid bonds submitted as a hard copy shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the bid bond, if submitted as a hard copy, will be returned upon receipt of the required payment and performance bond, in the full amount of the contract price.
- 2.23 Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town (see page C-1, Item 6). No Bid may be withdrawn for a period of 60 days after the deadline for Bids.

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within 60 days of the due date. The undersigned also agrees to commence the work and make delivery, or render service, as applicable, within 10 days of receipt of the Notice to Proceed from the Town. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Bidder:

Email Address:

Address: _____

Telephone Number:

DESCRIPTION	UNIT	TOTAL
Pirate Park Option 1 (Base)	Lump Sum	
Pirate Park Alternate Design 1 (if any)	Lump Sum	
Pirate Park Alternate Design 2 (if any)	Lump Sum	

\$ _____

(in words)

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 20__, by _____, as
_____ of _____.

My commission expires: _____

(S e a l)

Notary Public

Bidder's Qualification Statement

A statement showing the qualifications of Bidder is a prerequisite to the Bidder being awarded the Contract. The qualification statement is intended to assure the Town that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted with the Bid. The qualification statement will be reviewed by the Town after all Bids have been received, and prior to award.

The Bidder shall answer and furnish the following items for review:

Name of Bidder. _____

Permanent address and phone number of Bidder. _____

Date the company was organized. _____

If a corporation, where incorporated. _____

Number of years engaged in contracting business under present firm or trade name. ____

Certified copy of financial statement prepared during current fiscal year as prepared for a bank or bonding company, if required by the Request for Bids. Bidders may choose to submit a redacted and non-redacted version of the financial statement with the redacted version containing redactions of any information that is not subject to disclosure under the Colorado Open Records Act ("Records Act"), such as trade secrets, privileged information and confidential commercial, financial, geological or geophysical data exempt from public disclosure under C.R.S. § 24-72-204(3)(a)(IV). If public disclosure is required pursuant to Records Act the redacted version of the financial statement will be used to satisfy any Records Act requests. Bidders that do not provide a redacted version will have their non-redacted version used to satisfy any Records Act requests.

List of current jobs now under contract, indicating client name, email address and telephone number, size of job, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary).

List of projects of this size and complexity completed within the last 3 years along with contract amount, client's name, email address and address.

Has your firm ever failed to complete any work awarded to you? If so, when, where, and why?

Has your firm ever defaulted on a contract? If so, when, where, and why?

List your firm's primary equipment available for this contract.

Bidder:

By:

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____

(S e a l)

Notary Public

SECTION II

GENERAL SCOPE OF SERVICES

The Town of Superior is seeking proposals from qualified professional playground firms to design, provide and install a playground at Pirate Park. Applicant will submit a total fee proposal for performing the entire project as a lump sum and subdivide the work based on the scope of service below. Reimbursable items for expenses and hourly rates that occur outside of the described work must be submitted on a separate page in the proposal package.

Overview

The site location is Pirate Park, 1466 Vinca Pl, Superior, CO 80027. The current playground footprint is approximately 2,200 square feet; firms must confirm exact measurements. The preference is to keep the footprint of the existing playground the same; however, the Town is willing to consider all options. The timeline for completion Spring of 2027.

Bidders are highly encouraged to visit the site prior to bidding. Access to the site with large equipment should be a consideration when evaluating the project.

The Town has budgeted **\$340,000** for the park to include **all** costs for the project including design, community engagement (and any resulting re-design), purchase, freight, demo of existing, and installation of new equipment. More than one design for the park may be submitted as alternates to allow for more options. As the park is currently named *Pirate Park*, it is allowable to submit an on-theme design to fit the name, in addition to other designs if desired. A pirate theme is not a requirement. The Town intends to select the one proposer with the best overall design concept for the park. Residents has expressed an interest in incorporating more shade, seating, and if possible, swings.

Please note: Community Engagement will likely be held at 1 or 2 public events in August/September of 2026. Proposers should include in their bids the cost to make design changes to their original proposed design to reflect community and staff input, while not exceeding the budget of \$340,000.

At the sole discretion of the Town, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. During the proposal evaluation, the Town of Superior reserves the right to request additional written information to assist in the evaluation of these proposals.

Contractor's Duties

During the term of the Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall design, provide and install a playground at Pirate Park. This design and install shall include playground equipment, poured-in-place safety surfacing (including any required drainage system for said surfacing, or changes to the concrete curb/sidewalk surrounding the playground areas).
 - Note that surrounding sidewalk should be repaired where needed.
- Contractor shall present design option(s) at community meeting for feedback.
- Contractor shall remove old playground amenities and surfacing (pea gravel).

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall demolish and dispose of or evaluate and remove for salvage for the Town, if appropriate, old playground equipment. This includes old safety surfacing and edging material.
- Contractor shall install and provide all equipment and surfacing (including subsurface drainage if required) per manufacturer specifications and in accordance with all national playground safety guidelines and the performance of any required excavation, grading, and includes any required fill.
- Design of playground equipment. Contractors must have the capability to recommend and design appropriate play systems/structures to meet the need for the site. Preference is to provide for a broad range of age groups, with an emphasis on providing shade where possible.
- Provide drawings (plan and elevation) of all pertinent aspects of the play equipment.
- All designs shall show ADA accessible routes and percentage of ADA accessible components.
- Final drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones.
- Provide Playground Equipment – Costs identified shall be all-inclusive and include manufacturer names, style names, warranty periods and an overview of maintenance required to fulfill warranty requirements.
- Safety surface shall be poured-in-place.

Special Conditions

- All playground equipment supplied shall meet all applicable provisions of:
 - The current “Handbook for Public Playground Safety” published by the Consumer Product Safety Commission (CPSC).

- ASTM F 1487-01 “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use” published by the American Society for Testing and Materials (ASTM).
- Play structures must be age appropriate with the proper signage. All products must bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
- Americans with Disabilities Act Guidelines (ADAAG).
- Playground Surfacing Material – Must meet all guidelines stated in the Handbook for Public Playground Safety and current ASTM – F1292 standard consumer safety specifications for impact attenuation of surface systems under and around playground equipment.
- Compliance with such requirements shall represent the minimum standard required. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations and any industry standards, and to pay the costs and expenses thereof.
- Contractor shall coordinate with Town Staff for finalizing plans and schedules. Contractor may be required to meet with Town Staff at the site to review any existing amenities or site constraints, and receive direction regarding site specific requirements.
- Selected Contractor shall obtain applicable local licensing.
- Acceptable materials are poured-in-place rubber. EWF should be limited to areas where required.
- Minimum of 1 advisory committee meeting, 1 public open house, and up to 2 Town Council meetings. The selected firm will provide a person or persons with experience in public input meetings to work in conjunction with Town Staff for the playground at Pirate Park.
- Present final Town Staff Approved color renderings/ concept plans/presentation documents, incorporate changes as directed by Town Staff and present to Town Staff for approval prior to public meetings.
- Prepare conceptual plans (24X36 Bonded Color Rendering and reproducible digital copies) for review and presentation to the Parks and Recreation Advisory Committee (PARC), Town Board and open house to gather feedback for design finalization.
- Alternate Proposals. The Town considers an alternate proposal as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second and even third proposal in this case, submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach,

or other provision or requirements set forth in the solicitation. The Town will consider all alternate proposals submitted during the initial evaluation process.

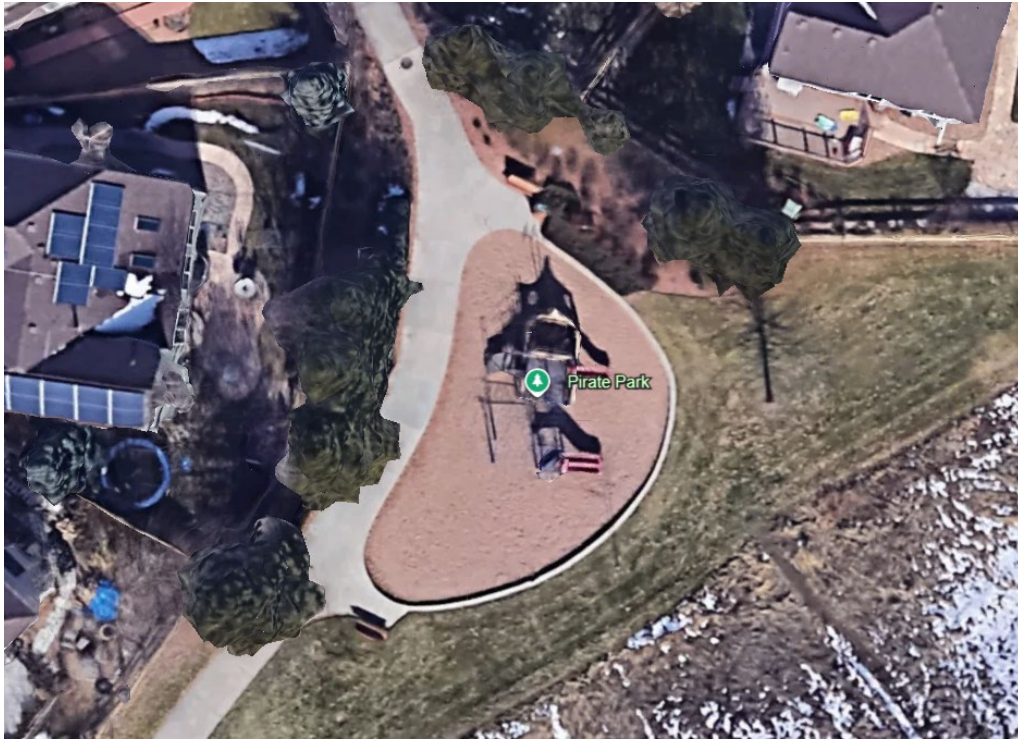
Timeline

The successful proposer must be capable of completing the work within the specified timeframe:

June 25 2026	RFP Issued
July 10, 2026	Deadline for Questions (10 a.m.)
July 21, 2026	Proposals Due (10 a.m.)
August 10, 2026	Council Meeting Award and Feedback
August/September 2026	PARC Meeting/Neighborhood Engagement
Sept – October 2026	Finalize Design and Construction Docs
October 2026	Town Council Design Update
Early Spring 2027	Construction

**The Town reserves the right to change and/or delay scheduled dates.*

Attachment 1 - Playground Images





Attachment 2 - Sample Design/Build Contract

THIS CONTRACT is made and entered into on this _____ day of _____, 2025 between the Town of Superior, Colorado (the "Town"), a Colorado municipal corporation, and _____, an independent contractor with a principal place of business at _____ ("Design/Builder") (each a "Party" and collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Contract hereby agree as follows:

1. Contract Documents. The following documents are attached to this Contract and are incorporated as part of this Contract (the "Contract Documents"):
 - A. This Contract;
 - B. Request for Proposals;
 - C. Instructions to Bidders;
 - D. Proposal Form, Proposal Summary, and Bid Schedule;
 - E. Notice of Award;
 - F. Notice to Proceed;
 - G. Performance Bond;
 - H. Payment Bond;
 - I. Any documentation submitted by Design/Builder prior to the Notice of Award;
 - J. Any modification, including change orders, approved after execution of this Contract;
 - K. Warranty bond or other security submitted at probationary acceptance; and
 - L. Design drawings, specifications, and plans prepared after execution of this Contract.
2. Definitions. For purposes of this Contract, the following terms shall have the following meanings:
 - A. Day. The word "day" means "calendar day" unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.
 - B. Project Manager. The Project Manager shall be the Town Engineer or designee, who shall have all of the rights and authorities assigned to the Town in the Contract Documents.

- C. Work Area. The Work Area shall be the location of the Work as depicted on the design drawings prepared by Design/Builder and submitted to the Town pursuant to this Contract. The parties understand that as design work proceeds, the boundaries of the Work Area may change.
 - D. Subcontractor. A subcontractor is a person with whom Design/Builder has a direct contract for work at the Work Area.
 - E. Substantial Completion. The date as certified by the Project Manager when the Work or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with approval of final payment.
3. Description of Work. Design/Builder shall perform the design and construction of the Pirate Park Playground in accordance with the Contract Documents, the Superior Municipal Code, and all federal and state regulations (the "Work"). The design portion of the Work shall be known as the Design Work, and the construction portion of the Work shall be known as the Construction Work.
4. Contract Price.
- A. The Town agrees to pay Design/Builder for completion of the Work subject to all of the terms and conditions of the Contract Documents, an amount not to exceed _____ (\$_____) (the "Contract Price"), as such amount may be amended by written change order.
 - B. This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Design/Builder acknowledges that neither the Town nor any employee or agent thereof has the authority to expend or contract for the expenditure of any monies in excess of those appropriated by the Superior Town Council for payment under this Contract.
 - C. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the amount set forth in Section 4.A. hereof, but Design/Builder shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Superior Town Council.
5. Commencement and Completion of Work.
- A. Commencement. Design/Builder shall begin the Design Work within ten (10) days of the date of the Notice to Proceed. Design Work for each Work element to be constructed shall be completed to the ninety percent (90%) design stage, as determined by the Town, and then submitted to the Town for approval. No Construction Work shall commence until the Town has approved the Design Work for such Work element, and issued a signed written Release For Construction ("RFC"). Design/Builder shall commence Construction Work on the approved Work element within ten (10) days of the date of the RFC.

- B. Substantial Completion. The Work shall be substantially completed within [REDACTED] ([REDACTED]) days of the date of the Notice to Proceed, which shall be the [REDACTED] day of [REDACTED], 20[REDACTED].
- C. Inspection Upon Substantial Completion. When the Construction Work is substantially completed, the Project Manager and Design/Builder shall make a joint inspection thereof and shall prepare and sign a list of items remaining to be completed or which require correction. Said items shall be completed or corrected prior to the date specified in this Contract for completion of the Work. Upon completion of the items, Design/Builder shall provide a letter of certification on a form approved by the Project Manager.
- D. Final Completion. The Work shall be finally completed within [REDACTED] ([REDACTED]) days of the date of the Notice to Proceed, which shall be the [REDACTED] day of [REDACTED], 20[REDACTED].
6. Probationary Acceptance. Upon Final Completion and the receipt of an acceptable warranty bond, the Town will issue probationary acceptance.
7. Changes in the Work. The Town reserves the right to order changes to the Work in the nature of additions, deletions, or modifications, without invalidating this Contract, and to make corresponding adjustments in the Contract Price and the time for completion. All changes shall be authorized by a written change order signed by the Project Manager. The change order shall include appropriate changes in the Contract Documents and the time for completion. The Work shall be changed and the Contract Price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work involved in the change is commenced. If a change order results in an increase in the Contract Price, Design/Builder may be required to present the change order to the Superior Town Council for approval.
8. Delays.
- A. If Design/Builder is delayed in the progress of the Work by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, or other unavoidable casualties beyond Design/Builder's control, the time for Substantial Completion and for Final Completion may be extended for a reasonable period of time.
- B. Any request for extension of time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the cause of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.
- C. Design/Builder shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.
9. No Damages for Delay. In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional monetary payment for delays in

performance which are not the result of acts or omissions within the control of the Town or persons acting on behalf of the Town.

10. Probationary Acceptance. Upon Final Completion and the receipt of an acceptable warranty bond or other security, the Town will issue probationary acceptance.
11. Progress Payments.
 - A. The Town shall make periodic progress payments to Design/Builder within thirty (30) days of the Project Manager's approval of the Work completed. A progress payment shall be made only after Design/Builder has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Design/Builder shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Design/Builder. If Design/Builder fails to complete any required Work within the time period agreed between Design/Builder and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.
 - B. Upon completion of the Design Work, the progress payments shall equal the full amount due to Design/Builder for the Design Work.
 - C. For the Construction Work, progress payments shall not exceed ninety percent (90%) of the amount due to Design/Builder for the Construction Work until fifty percent (50%) of the Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Work Area and suitably stored. After fifty percent (50%) of the total Work is completed, the retainage may be reduced to five percent (5%), based on the assessment of the Project Manager.
12. Final Payment. The Town shall make final payment in accordance with C.R.S. § 38-26-107 upon receipt of as-built drawings.
13. Design. Design/Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design/Builder, or procured from qualified, independent licensed design/builders, the necessary professional design services, including architectural, engineering and other professional design services, for the preparation of the required drawings, specifications, and other design submittals to permit Design/Builder to complete the Work consistent with the Contract Documents.
14. Completion and Supervision of Work. Design/Builder shall be responsible for the completion of all Work in a timely and workmanlike manner and in accordance with the terms, conditions, exhibits, and specifications in the Contract Documents, including the techniques, sequences, procedures and means, and for coordination of all Work. Design/Builder shall be responsible for Work management and the coordination of all Work. Design/Builder shall supervise and direct the Work and give it all the attention necessary for such proper supervision and direction. Design/Builder shall provide a

supervisor at the Work Area at all times Design/Builder or any subcontractor is providing labor at the Work Area.

15. Furnishing of Labor and Materials.

- A. Design/Builder shall provide and pay for all labor, materials, and equipment, including tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work in accordance with the Contract Documents.
- B. In all purchases for supplies, materials and provisions to be incorporated or otherwise utilized by Design/Builder in the Work, Design/Builder shall prefer supplies, materials and provisions produced, manufactured or grown in Colorado if such preference is not for articles of inferior quality to those offered by competitors outside of Colorado.
- C. While engaged in the performance of the Work herein contracted, Design/Builder shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

16. Taxes; Licenses and Permits. Design/Builder shall pay all taxes imposed by law in connection with the Work, except sales tax (Sales Tax Exemption #98-02649-0000), and shall procure all licenses and permits necessary for proper completion of the Work.

17. Compliance with Laws and Regulations. Design/Builder shall comply with all laws, ordinances, rules, regulations, codes, and orders of all public authorities relating to the performance of the Work. If any provision of the Contract Documents is at variance therewith, Design/Builder shall promptly notify the Project Manager.

18. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 *et seq.* (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section "Colorado labor" means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year.

19. Employees and Safety.

- A. Design/Builder shall maintain at all times strict discipline among its employees, and Design/Builder shall not employ for the Work any person unfit or without sufficient skill to perform the job for which he or she was employed.
 - B. Design/Builder shall be fully responsible for the acts, negligence, and omissions of all Design/Builder's employees.
 - C. Design/Builder shall provide for and oversee all safety orders, precautions, and programs necessary for the safe performance of the Work. Design/Builder shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all materials incorporated in the Work, and all property and improvements at the Work Area and adjacent thereto.
20. Samples and Shop Drawings. Upon request, Design/Builder shall furnish samples and shop drawings to the Project Manager, who shall review the drawings for conformance with the Contract Documents. The Work shall comply with approved samples and drawings.
21. Cleanup.
- A. Design/Builder shall keep the Work Area and adjoining ways free of waste material and rubbish caused by its employees or subcontractors, and shall remove all waste material and rubbish as well as tools, equipment, machinery, and surplus materials on a daily basis during construction. Design/Builder shall also conduct general cleanup operations, including the cleaning of paved streets and walks, steps, and all adjacent properties.
 - B. If Design/Builder fails to perform the cleanup work specified herein, after written notice is delivered to Design/Builder, the Town may do, or cause to have done, that cleanup work. Within five (5) days after receipt of a statement for said cleanup work, Design/Builder shall pay to the Town the costs incurred by the Town in doing or causing to have done that cleanup work, or the Town shall withhold said amount from any final payment due to Design/Builder.
22. Royalties and License Fees. Design/Builder shall pay all royalties and license fees necessary for the Work, and shall defend all actions for infringements of copyright or patent rights, and shall save the Town harmless therefrom.
23. Inspection. Design/Builder shall inspect all Contract Documents, tests and reports, if any, including, as applicable, soils tests, engineering tests, etc., and shall conduct a site or field review prior to bidding on the Work. Design/Builder assumes the risk of all conditions which are disclosed, or which are reasonably suggested, by any such tests or reports, or which are or would be disclosed by a field or site review. Design/Builder shall have the affirmative duty to advise the Town of any concerns regarding site conditions prior to executing this Contract.

24. Standards of Performance.

- A. Design/Builder shall perform to the level of competency presently maintained by other practicing professionals in the same type of work for professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Contract. Design/Builder shall undertake all activities under this Contract in compliance with all standards of ethics and responsibility applicable to Design/Builder's profession. This Section is not intended to reduce any standard otherwise imposed by law.
- B. During the term of this Contract, Design/Builder shall make various recommendations to the Town as to courses of conduct or ways and manners in which to proceed on a particular task. While Design/Builder may advise the Town on the probability of a favorable outcome, there is no guarantee offered by Design/Builder of a particular result in any proceeding.

25. Corrective Work. When any Work does not conform to the Contract Documents, Design/Builder shall make the necessary corrections so that such Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of this Contract.

26. Other Contracts. The Town reserves the right to let other contracts in connection with the Work. Design/Builder shall cooperate with all other contractors so that their work shall not be impeded by its Work, and Design/Builder shall give other contractors access to the Work Area necessary to perform their contracts.

27. Subcontractors.

- A. Design/Builder shall be fully responsible for the acts, negligence, and omissions of all of its subcontractors and their employees.
- B. Design/Builder shall furnish to the Project Manager at the time this Contract is executed, a list of names of subcontractors to whom Design/Builder proposes to award the principal portions of the Work to be subcontracted by Design/Builder.
- C. Design/Builder agrees not to employ a subcontractor to whose employment the Town reasonably objects, nor shall Design/Builder be required to hire a subcontractor to whose employment Design/Builder reasonably objects.
- D. All contracts between Design/Builder and any subcontractor shall conform to and incorporate the relevant provisions of the Contract Documents.
- E. Design/Builder shall ensure that all subcontractors shall include the Town and Design/Builder as additional insureds on their liability insurance policies, and that all subcontractors indemnify the Town and Design/Builder to the same extent as provided herein.

28. Warranties.

- A. Warranty of Fitness of Equipment and Materials. Design/Builder represents and warrants to the Town that all equipment and materials used in the Work, made a part of the structures thereon, or placed permanently in connection therewith, shall be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood that all equipment and material not in conformity with the Contract Documents are defective.
- B. General Warranty. Design/Builder guarantees and warrants the Work for a period of two (2) years from the date of probationary acceptance of the Work by the Project Manager. In addition, Design/Builder warrants the synthetic turf for a period of eight (8) years from the date of probationary acceptance of the Work by the Project Manager. Under this warranty Design/Builder agrees, at Design/Builder's expense, to repair or replace at the discretion of the Project Manager any portion of the Work which fails, which is defective, which is unsound, which is unsatisfactory because of materials or workmanship, or which is not in conformity with the Contract Documents. Should Design/Builder fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

29. Insurance.

- A. Design/Builder shall procure and maintain, and shall cause any subcontractor of Design/Builder to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (1) Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- (2) Commercial general liability insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual

and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

- (3) Professional liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (4) Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Design/Builder. Design/Builder shall be solely responsible for any deductible losses under any policy.

D. Design/Builder shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

30. Indemnification.

- A. Design/builder agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Design/Builder, any subcontractor of Design/Builder, or any officer, employee, representative, or agent of Design/Builder or of any subcontractor of Design/Builder, or which arise out of any worker's compensation claim of any employee of Design/Builder or of any employee of any subcontractor of Design/Builder.
- B. Design/Builder, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against

any such liability, claims, damages, losses, expenses or demands at the sole expense of Design/Builder, or at the option of the Town, Design/Builder agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Design/Builder, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

- C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Design/Builder's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Design/Builder, any subcontractor of Design/Builder, or any officer, employee, representative, or agent of Design/Builder or of any subcontractor of Design/Builder. If Design/Builder is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Design/Builder's obligation to defend, indemnify and hold harmless the Town may be determined only after Design/Builder's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

31. Bonds.

- A. Payment and Performance Bonds. At the time of execution of this Contract, Design/Builder shall furnish to the Project Manager a Payment Bond and Performance Bond, each in the full amount of the Contract Price.
- B. Warranty Bond. At the time of probationary acceptance, Design/Builder shall provide to the Town a warranty bond in the amount of ten percent (10%) of the Contract Price, which warranty bond shall be held by the Town for two (2) years. Such warranty bond may be drawn upon by the Town in the event the Town is required to perform any work which is required of Design/Builder pursuant to the Contract Documents, but which is not performed by Design/Builder, or in the event the Town is required to correct any defective work during the warranty period.

32. Independent Contractor. Design/Builder, for all purposes arising out of this Contract, is an independent contractor and is not an employee of the Town. It is expressly understood and agreed that Design/Builder shall not be entitled to any benefits to which the Town's employees are entitled including, but not limited to, overtime, retirement benefits, worker's compensation, injury leave, or other leave benefits.

33. Liquidated Damages.

- A. Failure of Design/Builder to complete the Work within the time set forth herein will result in damages being sustained by the Town. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Therefore,

unless otherwise provided in the Contract Documents, for each consecutive day in excess of the time specified herein for the completion of any Work, as adjusted by the Town, Design/Builder shall pay to the Town, or have withheld from monies due it, the following amounts:

Contract Price Amount per day

\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

- B. Execution of this Contract shall constitute agreement by the Town and Design/Builder that the amount set forth in the schedule above is the minimum value of the costs and actual damages caused by failure of Design/Builder to complete the Work within the time specified herein. Such sum shall not be construed as a penalty, and such sum may be deducted from payments due Design/Builder if such delay occurs.
34. Confidentiality. Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies, and any other communication or form of knowledge given to or prepared or assembled by Design/Builder under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and shall not be made available to any individual person, company or organization by Design/Builder without the prior written approval of the Town. Notwithstanding the foregoing, Design/Builder shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Design/Builder shall notify the Town before responding.
35. Ownership of Material.
- A. The materials, items, and Work specified in the Contract Documents together with any and all related concepts, text, drawings, plans, blueprints, schematics, sketches, drafts, negatives, graphics, content, spread sheets, documentation, materials, items, or work now or later provided or developed by Design/Builder in any form or medium, including without limitation all improvements and/or modifications (collectively, the "Design Material"), shall be exclusively owned by the Town. Design/Builder expressly acknowledges and agrees that the Design Material constitutes a "work made for hire." To the extent, if at all, it shall be determined that the Design Material does not constitute a "work made for hire," Design/Builder hereby transfers, sells, and assigns to the Town all of its worldwide right, title, and interest in and to the Design Material, including without limitation, all rights of copyright, patent, trade secret, trademark, service mark, trade dress, artistic and moral rights, mask rights, character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever relating to the Design Material, together with any and all applications, registrations, renewal and extension rights,

and rights to sue for any past, present, or future infringement (collectively, the "Rights").

B. Design/Builder shall execute such documents and take such actions as may be requested by the Town which may, in the sole discretion of the Town, be required to perfect, protect, enforce, register, or transfer the Town's interest in the Design Material and the Rights. Design/Builder hereby irrevocably authorizes and empowers the Town to make, constitute, and appoint, in its sole discretion, any officer or agent of the Town as Design/Builder's true and lawful attorney-in-fact, with the power to endorse Design/Builder's name on, and file of record, all documents, instruments, and agreements of any kind whatsoever which the Town may, in its sole discretion, require for the Town or its transferees, successors, or assigns to perfect, protect, enforce, register, or transfer its interest in the Design Material and the Rights.

C. The Town may, with respect to all or any portion of the Design Material, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, use in a performance, or change the Design Material without providing notice to or receiving consent from Design/Builder. Design/Builder expressly waives any and all artistic and moral rights associated with the Design Material.

D. Design/Builder represents and warrants that: (a) it is the exclusive owner of the Design Material and the Rights, and no other person or organization participated in the creation of the Design Material; (b) the Design Material is original; (c) the Design Material has not been published; (d) the Design Material and the Rights are not subject to any liens, claims, charges, encumbrances, or restrictions of any kind whatsoever; (e) Design/Builder has the right and authority to enter into this Contract without receiving the consent or approval of any other person or organization, and this Contract shall be binding upon and fully enforceable against Design/Builder; (f) the Town's use of the Design Material and exercise of the Rights shall not infringe any copyright, trademark or service mark right, trade dress right, artistic and moral rights, mask right, trade secret right, character right, right of publicity, privacy right, or any other proprietary right of any other person or organization; and (g) no person or organization has any reversionary rights in the Design Material or the Rights.

36. Termination.

- A. Default. The Town may terminate this Contract on thirty (30) days written notice to Design/Builder in the event Design/Builder defaults in the timely performance of any provision hereof, or otherwise fails to perform the Work, or any part thereof, in accordance with the provisions of the Contract Documents. Termination of this Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies or actions lawfully available to the Town including, but not limited to, an action at law for damages against Design/Builder or any surety issuing a bond hereunder, or an action in equity for injunctive relief.

- B. Post-Design. The Town may terminate this Agreement after completion of the Design Work, but prior to commencement of the Construction Work, for any reason or no reason. Upon such termination, the Town shall pay Design/Builder amounts due and owing for the Design Work; provided that if Consultant has substantially or materially breached this Agreement, the City shall have all remedies or rights of set-off available at law and equity.
 - C. Convenience. The Town may terminate this Agreement for any reason or no reason at any time upon thirty (30) days written notice to Design/Builder.
 - D. Labor Disputes. Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the Work Area, Design/Builder shall continue to perform the Work required herein without interruption or delay. If Design/Builder fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Town may terminate this Contract upon forty-eight (48) hours written notice.
37. Time of the Essence. The Town and Design/Builder agree that time is of the essence in the performance of this Contract and that the Town will suffer financial loss if the Work is not completed within the time specified.
38. Workers Without Authorization.
- A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.
 - B. Prohibited Acts. Contractor shall not:
 - (1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or
 - (2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.
 - C. Verification.
 - (1) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under the Contract, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Contract; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Contract; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Contract..

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

E. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

39. Communications.

A. Project Manager. All communications to the Town regarding the Work or this Contract shall be directed to the attention of the Project Manager. The Town shall give all instructions to Design/Builder, or their designee.

B. Notices. Any notices required hereunder shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the Town: Jordan Hayes Project Manager
124 E Coal Creek Drive
Superior, CO 80027

To Design/Builder:

40. Governing Law and Venue. This Contract shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the Boulder County District Court.
41. Governmental Immunity Act. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town, its officers, employees, agents, representatives, or volunteers.
42. Binding Effect. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
43. Integration. This Contract represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.
44. Modification. This Contract may only be modified upon written agreement of the parties.
45. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

TOWN OF SUPERIOR

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

DESIGN/BUILDER

By: _____

COUNTY OF _____)

My commission expires: _____

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed if Contractor participates in the
Department of Labor' Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto, a Municipal Corporation hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind our-selves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work,

_____.
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying

the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Design/Builder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL

ATTEST:

By: _____

Title: _____

By:

Title: _____

Address:

—

(Corporate Seal)

SURETY

ATTEST: Surety: _____

By: _____

By:

Attorney-in-Fact: _____

Title:

Address:

—

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Design/Builder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By:

Title: _____

Title: _____

Address:

(Corporate Seal)

SURETY

ATTEST: Surety: _____

By: _____

By:

Attorney-in-Fact: _____

Title:

Address:

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

WARRANTY BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that we,
_____, as Principal, and
_____, a corporation organized under the laws of
the State of _____ and duly authorized to do business in the State of
_____ as Surety, are held and firmly bound unto
_____, as Obligee, in the penal sum of
_____ dollars
(_____), to which payment well and truly to be made we do bind
ourselves, our and each of our heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Town of Superior, for
_____ dated _____,
20____; and

WHEREAS, said Contract has been completed, and was approved on this _____ day of
_____, 20_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the
Principal shall fully perform its guarantee that the work will be free of any defective
materials of workmanship which became apparent during the period of two (2) years
following completion of the Contract then this obligation shall be void, otherwise to
remain in full force and effect, provided however, any additional warranty or guarantee,
whether expressed or implied, is extended by the Principal or Manufacturer only, and
the Surety assumes no liability for such a guarantee.

Signed and sealed this _____ day of _____, 20_____.

(Seal)

Principal

By: _____

(Seal)

Name

(Seal)

Title

—

Surety

By:

Attorney-in-Fact

NOTICE OF AWARD

Date: _____

Design/Builder Name

Address

RE: _____

Dear _____:

Thank you for submitting a bid for the _____.

Your firm submitted the most qualified Proposal and you have been selected as the successful Design/Builder. Accordingly, this is your Notice of Award for the _____.

Enclosed please find an original and duplicate original Design/Build Contract. Please review and sign both, then, within ten (10) days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bonds, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

NOTICE TO PROCEED

Date: _____

Design/Builder Name

Address

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Design Build Contract between you and the Town of Superior concerning the _____.

Please note that in accordance with the Design/Build Contract, Design Work must commence within ten (10) days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, and finally completed within _____ (_____) days of the date of this Notice, which shall be the ____ day of _____, 20__.

If you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

Date

RELEASE FOR CONSTRUCTION

Date: _____

Design/Builder Name

Address

RE: _____

Dear _____:

This letter is your Release for Construction for the attached Work Element(s). Construction of the attached Work Element(s) shall begin within ten (10) days of the date cited below.

Please note that construction of the entire Work shall be Substantially Completed within _____ (_____) days from the date of the Notice to Proceed. Final Completion for the entire Work shall be within _____ (_____) days from the date of the Notice to Proceed.

If you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

Date

SPECIAL CONDITIONS

1. General.

- A. All Work necessary for the design and construction of Pirate Park Playground shall be provided by Design/Builder. Design/Builder's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating Work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion for the Town.
- B. Design/Builder shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.
- C. Design/Builder shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

- A. Design/Builder shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.
- B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Design/Builder shall have at the Work Area at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be Design/Builder's Engineer.

6. Inspections and Testing.

A. Design/Builder shall be responsible for performing materials testing. In addition to the materials testing performed by Design/Builder, the Town may conduct Quality Assurance testing at its own discretion.

B. Design/Builder shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Design/Builder fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Design/Builder for extra work due to Design/Builder's failure to coordinate inspections with the testing agency or the Town. All costs associated with Design/Builder's failure to coordinate inspections shall be borne by Design/Builder.

C. Design/Builder shall perform construction inspections. Design/Builder shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Design/Builder shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Design/Builder shall provide a written summary after each site visit.

D. Design/Builder shall be responsible for scheduling the final inspection with the Town.

7. Work Schedule. Design/Builder shall, within ten (10) days of the date of the Notice to Proceed, but before any Work is started, prepare and submit to the Town for approval a practicable progress schedule showing the order in which Design/Builder proposes to perform the Work, the dates on which Design Work will begin and Construction Work will begin at the various locations, and the contemplated dates for completing the same including the dates when Town information and approvals are required. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Design/Builder shall enter on the chart the actual progress at the end of each two (2) week interval as directed by the Town and shall deliver to the Town three (3) copies thereof on a biweekly basis.

8. Construction Schedule.

- A. Before Work is commenced and materials ordered, Design/Builder shall meet and consult with the Town regarding materials, equipment, and all arrangements for prosecuting the Work. At the time of the Pre-construction Conference, Design/Builder shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town.

- B. Design/Builder shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.
- C. All construction activities shall be coordinated with the Project Manager.

9. Saturday, Sunday, Holiday and Night Work.

- A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.
- B. If Design/Builder believes it necessary to work on Saturdays, Sundays, holidays, or at night, Design/Builder shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Design/Builder fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.
- C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Design/Builder's risk in terms of extra costs, extra work, or unforeseen conditions.

10. Progress Reports.

- A. Progress and Schedule Revision: Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each two (2) week period, or at such other times as the Project Manager may request. Design/Builder shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.
- B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Design/Builder shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Design/Builder fails to update and submit the progress/manpower schedule and reports as specified.

11. Pre-construction Conference.

- A. Design/Builder shall coordinate the Pre-construction Conference. Design/Builder's designated supervisor(s) assigned to the Work shall attend this meeting.
- B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Design/Builder's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Design/Builder shall, at a minimum, provide the following to the Town at the Pre-construction Conference:
 - (1) The design and construction schedules;
 - (2) A detailed estimate of partial payments for the Work;
 - (3) The traffic control plan;
 - (4) A detailed plan showing site access and staging areas; and
 - (5) A subcontractor submittal, including names and contact phone numbers.

12. Drawings, Plans and Surveys.

- A. Drawings for this Work shall be prepared by Design/Builder and submitted to the Town for approval prior to the Pre-construction Conference. Drawings shall be titled by the project name, shall include necessary survey information, design layout (plan and profile), and shall be at a scale of 1"=20' or 1"=40'. Drawings shall be submitted on "D" size paper (24" x 36"). Design/Builder shall provide a complete set of Mylar reproducible construction drawings for the Town's use. A reproducible set of half size drawings shall also be submitted.
- B. All drawings shall be submitted with a licensed engineer's design and certification for approval by the Town.
- C. Plans shall be reproducible and in a PDF version format on CD-ROM.
- D. Design/Builder shall prepare modifications of the original contract drawings to reflect significant changes made after the contract award and during construction ("as-built plans"). Design/Builder shall provide reproducible as-built plans at a scale acceptable to the Town and in a PDF version format on CD-ROM.
- F. All surveys for the Work shall tie into existing Town control diagram points.
- G. Plans shall include all items necessary for the Work, including:
 - (1) Reproducible construction plans at a scale acceptable to the Town and in AutoCAD V.2000 or a later version format on CD ROM.
 - (2) Working drawings, details and specifications to include general and special conditions.

(3) Two (2) sets of half-size plans (11" x 17").

(4) Construction cost estimate.

H. The Town will provide topographic maps; provided, however, that final design must be based on survey data obtained in the field, not on elevation data provided by the Town. Information provided by the Town is only for conceptual or preliminary design. Design/Builder shall provide surveys and maps which include verification of all Town rights-of-way and easements.

I. Design/Builder shall prepare original contract drawings modified to reflect significant changes (as-builts), which shall be stamped by a Professional Engineer.

13. Procedures for Submittal.

A. Preliminary Design Submittals: A Town submittal for the design of any Work element shall include two (2) copies and be accompanied by a letter of transmittal listing the information submitted. The Town will retain one (1) copy, and within fourteen (14) calendar days after receipt of said submittal, the Town will return one (1) copy to Design/Builder with any comments noted thereon. The following Work elements require submittal to the Town and must be approved prior to construction and in the order indicated:

(1) Grading plan including, but not limited to, site layout and any required drainage features such as stormwater detention, piping and ditches. To be submitted at the thirty percent (30%) and ninety percent (90%) design stages.

(2) Foundation plan including, but not limited to, any utilities below finished grade and how utilities will be routed. To be submitted at the ninety percent (90%) design stage.

(3) Building plan including, but not limited to, building structure, plumbing, electrical, and roof. To be submitted at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) design stages.

(4) Building interior plan including, but not limited to, heating, plumbing fixtures, and interior colors. To be submitted at the ninety percent (90%) design stage.

(5) Landscaping plan including, but not limited to, trees, mulch, and irrigation. To be submitted at the thirty percent (30%) and ninety percent (90%) design stages.

B. Pre-Construction Submittal: Prior to construction of a Work element, Design/Builder shall review, mark with its approval, and submit at the ninety percent (90%) design stage for approval by the Town, design drawings, specifications, shop drawings, and material submittals as required by the Town.

The submittal shall include five (5) copies and be accompanied by a letter of transmittal listing the information submitted.

- C. Each submittal shall show the name of the Work, Design/Builder's name, and the names of suppliers, manufacturers, and subcontractors, as applicable.
- D. Submittals shall be complete in all respects. If submittals show any deviations from the Contract Documents because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.
- E. In each submittal, Design/Builder represents that material, equipment, and other work shown thereon conform to the Contract Documents, except for any deviations set forth in the letter of transmittal.
- F. Within fourteen (14) calendar days after receipt of said submittals, the Town shall return two (2) of the copies to Design/Builder with any comments noted thereon. Distribution of the other three (3) copies will be as follows: One (1) copy to the Project Inspector and two (2) copies to be retained by the Town. If so noted by the Town, Design/Builder shall correct the submittals and resubmit them in the same manner as specified for the original submittal. Design/Builder, in the letter of transmittal accompanying a resubmitted submittal, shall direct specific attention to revisions other than the corrections requested by the Town on the previous submittal.
- G. Approval by the Town of a submittal is only approval of the overall design concept of the Work and general compliance with the Contract Documents, and shall not be construed as relieving Design/Builder of the full responsibility for: providing materials, equipment, and work required by the Contract Documents; the proper fitting and construction of the Work; the accuracy and completeness of the submittals, selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.
- H. No portion of the Work requiring a submittal shall be commenced until the submittal has been approved by the Town and returned to Design/Builder with a notation indicating that resubmittal is not required.
- I. If Design/Builder believes that any submittal or communication relative thereto calls for changes in the Work for which the Contract Price or time for completion should be changed, Design/Builder shall promptly notify the Town in writing of the estimate of the change in the Contract Price and the time for completion Design/Builder believes to be appropriate. No payment for changes in the Work will be made and no change in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written change order approved by the Town in advance of Design/Builder's proceeding with the changed Work.

14. Fees and Permits.

- A. Prior to commencing any Work, Design/Builder shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.
- B. All fees for permits issued by the Town shall be waived.

15. Existing Utilities.

- A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the Work Area. At least one meeting shall be held at the fifty percent (50%) design stage to include utility companies, districts, associations and agencies. Design/Builder shall conduct the meeting and provide summary minutes.
- B. Design/Builder shall determine the actual location of all existing utilities prior to starting any Work. Design/Builder shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Design/Builder shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Design/Builder shall obtain required locates and Design/Builder shall include the information on the plans. Design/Builder shall resolve any utility discrepancies. Design/Builder shall be liable for all damage done to existing utilities in the performance of the Work.
- C. If Design/Builder requests that utility companies relocate utilities for Design/Builder's convenience, such relocation shall be at Design/Builder's expense.
- D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Design/Builder.

16. Water and Electricity. Design/Builder shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Design/Builder shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Design/Builder shall remove the supply lines at its expense.

17. Dust Control. Design/Builder shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Design/Builder for dust control. Design/Builder shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within twenty-four (24) hours of notification by the Town that any adjacent streets require cleaning, Design/Builder shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

18. Construction Staging Areas. All construction staging areas shall be located within the Work Area. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Design/Builder for cleaning of construction staging areas.
19. Sanitary Facilities.
 - A. Sanitary convenience for the use of all persons employed on the Work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.
 - B. The sanitary conveniences specified above shall be the obligation and responsibility of Design/Builder. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the Work Area.
 - C. Design/Builder shall supply sufficient drinking water from approved sources to all of its employees.
 - D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.
20. Soils Investigations and Foundation Engineering. Design/Builder shall be responsible for all geotechnical investigations necessary to design and perform the Work.
21. Lines and Grades. Design/Builder shall lay out the Work and shall be responsible for all measurements in connection therewith. Design/Builder shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Design/Builder shall be responsible for the proper execution of the Work to such lines and grades.
22. Traffic Control
 - A. Design/Builder shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices or requirements of permits issued by the Town.
 - B. At the Pre-construction Conference, Design/Builder shall submit five (5) copies of a traffic control plan for review by the Town. The plan shall discuss the traffic

control measures proposed for the safety of vehicular and pedestrian traffic through the Work Area.

- C. Design/Builder shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.
- D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.
- E. No road shall be closed at any time.
- F. Design/Builder shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.
- G. It is anticipated that a large number of employees will use automobiles for transportation to and from the Work Area. It shall be Design/Builder's responsibility to: maintain, protect, and control traffic in the vicinity of and in the Work Area; restrict parking on streets near the Work Area; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

23. Archaeological and Historical Discoveries.

- A. Design/Builder shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the Work Area. Upon making such a discovery, Design/Builder shall do whatever is necessary to avoid disturbing the Work Area. This may require that Design/Builder's activities be redirected or stopped until the Town determines how to proceed.
- B. As a result of Design/Builder's efforts to preserve the potential discovery at the Work Area, if Design/Builder's activities are delayed for longer than eight (8) normal work hours, Design/Builder shall prepare accounting information to support an adjustment to the Contract Price.

24. Water Control.

- A. Design/Builder shall take such precautions as necessary to construct the Work in a dry condition, and Design/Builder shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.
- B. Design/Builder, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

- C. Design/Builder shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

25. Disposal Site

- A. Design/Builder shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Design/Builder to additional compensation. Design/Builder shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.
- B. Design/Builder's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Design/Builder to additional compensation.

26. Video Prior to Construction. Design/Builder shall provide the Town with a video of the entire Work Area prior to beginning construction, including all adjacent areas, at Design/Builder's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

27. Existing Improvements and Restoration.

- A. Design/Builder has field inspected the Work Area and fully understands that existing landscaping and improvements are present within the Work Area. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.
- B. Design/Builder shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Design/Builder's activities, except as otherwise provided in the Contract Documents.

28. Erosion Control. Design/Builder shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

29. Vandalism. Design/Builder shall take all necessary steps to protect the Work Area from vandalism. Design/Builder shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Design/Builder's own cost. The Contract Price shall not be increased to reimburse Design/Builder for such costs.

Figure 1 – Work Vicinity Map

Figure 2 – Preliminary Work Layout

Specifications