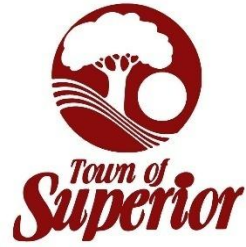


Request for Bids



To be provided to the

Town of Superior

For the construction of

South Pool Renovation

April 1, 2026

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Part 1 – Request for Bids

Work: South Pool Renovation

Work No.: PW-2026-05

Submittal Date and Location:

Date of Request: April 1, 2026

Due Date for Bids: April 29 by 2:00 P.M.

Submit one copy of the Bid to:
Jordan Hayes
South Pool Renovation
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

Mandatory Pre-Bid Meeting:

Date & Time: Thursday, April 9, 2026 10:00 A.M.

Location: South Pool
3300 Huron Peak Ave
Superior, CO 80027

Bidders are required to attend the pre-bid meeting. If pre-bid meeting is required, Bids will not be accepted from bidders that do not attend.

The Town of Superior requests Bids for:

A complete renovation of South Pool (3300 Huron Peak Ave) – a 150,000-gallon outdoor community pool. The project will include an all new pool, splash pad, and run-out slide, as well as a renovation of the bathhouse.

*** Please note that Superior’s North Pool Renovation Project (PW-2026-06) is simultaneously out for bid and bidders are welcome to bid on either or both pools.

Any questions concerning this Request for Bids shall be directed **in writing only** to the Project Manager, Jordan Hayes, e-mail: jordanh@superiorcolorado.gov by 10:00 A.M. on April 14, 2026.

Jordan Hayes,
Project Manager

Part 2 - Instructions to Bidders

- 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, via submission of a physical or "hard copy" at the address identified for Bid submission on the preceding page, or either of the two foregoing methods. If the Bid is submitted electronically, it shall be submitted through Rocky Mountain E-Purchasing System or emailed to: [email address]_____. 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. Bidders are encouraged to include qualified superintendent(s) with experience on similar pool project(s) and qualified pool vendors/subcontractors.
 - 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.
- 2.10 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 Contract will be awarded to the responsible and responsive Bidder which is the lowest costs and in compliance with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. 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. § 8-19-101, 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 (*choose one*) requires or does not require 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. Bids with the

required bid bond shall be filed at office of the Town Engineer, 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. No Bid may be withdrawn for a period of 60 days after the deadline for Bids.

Bid Form

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.

Bidder acknowledges receipt of the following Addenda:

_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Email Address: _____

Address: _____

Telephone Number: _____

Bid Summary

South Pool Total Base Price:

\$ _____

(in words)

North Pool Total Base Price (if bidding both):

\$ _____

(in words)

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

Bid Schedule and Project Timeline

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

Work: South Pool Renovation

Bid: Pursuant to the Request For Bids for the above-named work and being familiar with all contractual requirements outlined in the Contract Documents, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the work in accordance with the Contract Documents. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time for completion of the work and to pay all taxes and patent costs, and perform the work in accordance with the time for completion set forth in the Contract Documents, for and in consideration of the following unit and lump sum prices:

[Insert Bid Schedule Form]

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

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:

1. Name of Bidder. _____

2. Permanent address and phone number of Bidder. _____

3. Date the company was organized. _____

4. If a corporation, where incorporated. _____

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

6. 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.

7. 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).

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

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

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

11. List your firm's major 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: _____

(Seal)

Notary Public

Construction Contract
South Pool Renovation PW-2026-05)

This Construction Contract (the "Contract") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town issued a Request for Bids for the construction of the Project, dated _____ ("Request for Bids"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued Addendum(s) _____, all of which are also incorporated by this reference as if fully set forth here.

Whereas, Contractor responded to the Request for Bids and submitted its Bid for the Project on _____, which Bid is incorporated by this reference as if fully set forth here.

Whereas, the Town has determined that Contractor submitted the responsible and responsive Bid which is the lowest cost and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contract Documents. The "Contract Documents" for this Project consist of the following: Bid Form (Including Bid Summary), Bid Schedule, Bidder's Qualification Statement, Construction Contract, Certificate of Insurance, Notice Of Award, Notice To Proceed (if required by the Request for Bids), Bid Bond (if required by the Request for Bids), Payment And Performance Bond (if required by the Request for Bids), Certificate Of Final Payment (if required by the Request for Bids), Certificate of Final Acceptance Form (if required by the Request for Bids), General Provisions, Special Provisions, Technical Specifications, Construction Drawings, Addenda, if any, issued to the Bid Documents Request for Bids, and Documentation submitted by Contractor prior to Notice of Award. Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. 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.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with and reasonably inferable from this Contract and the Contract Documents incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for the Project, (the "Project") as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents.

3. Bonds. Contractor is or is not required to furnish a payment and performance bond for this Project. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond (if required) and certificate of insurance required by the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed either within ___ days of date of the Notice to Proceed, or on or before _____ (insert date). Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within ___ days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within _____ days of the date of Substantial Completion.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$_____. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents. The Contract Price includes a base amount of \$_____ and a contingency of _____. Payment to Contractor of any portion of the contingency amount requires the Town's express, written approval. The contingency amount paid to Contractor, if any, shall not result in or serve as the basis for any increase to the Contract Price. In no event shall any portion of the contingency amount be used to cover costs arising from the failure, negligence, mistake or misconduct of Contractor or any of Contractor's subcontractors or suppliers or anyone for whom any of them may be liable. The Contract Price shall include all fees, costs and expenses incurred by Contractor.

6. 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"), Contractor shall employ Colorado labor to perform at least 80% of the Work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a 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, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with 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 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 monies may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

7. Miscellaneous.

a. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

c. *Integration.* This Contract, the Contract Documents, and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

e. *Notice.* Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Contract.

f. *Severability.* If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Contract may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do 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 and its officers, attorneys or employees.

j. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

l. *Accessibility.* Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

In witness whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

Town of Superior, Colorado

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

Contractor

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

Notice of Award

Date: _____

Contractor Name

Address

Email Address

RE: _____

Dear _____:

Thank you for submitting a Bid for the _____ project.

Your firm submitted the most qualified, responsible and responsive Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the above-referenced project.

Enclosed please find an electronic copy of the Construction Contract for execution via DocuSign. Please review and sign within 10 days of receipt of this letter and forward to me your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. (If you cannot complete via DocuSign, please timely advise the Town so that you and the Town have sufficient time to coordinate and complete your signing within 10 days of receipt of this letter). 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 required documents to the Town at the same time, in the same communication or envelope.

Upon receipt of the signed Contract, the Town will execute same and a fully executed electronic copy will be provided to you unless you request otherwise.

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

Sincerely,

_____, Project Manager

Notice to Proceed

Date: _____

Contractor: _____

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Superior concerning the following Work: _____ (Work No.: _____).

Please note that in accordance with the Construction Contract, the Work identified in this Notice to Proceed must commence within 10 days of the date of this Notice, and all Work must be substantially completed within _____ days of the date of this Notice, which shall be the ___ day of _____, 20__, and finally completed within _____ days of the date required for substantial completion, which shall be no later than the ___ day of _____, 20_.

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

Sincerely,

_____, Project Manager

Date

Bid Bond

Request for Bids / Project No. / Name: _____

Know all men by these presents

that _____, as principal (“Principal”), and _____ a corporation in the State of _____ (“Surety”), duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Town of Superior, Colorado, hereinafter called “Owner”, as Obligee, in the penal sum of _____, for the payment of which sum in lawful money of the United States, well and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a Bid to Owner for certain Work or services in connection with the above-described Request for Bids / Project generally described as follows: _____

Now, therefore, (a) if said Bid is rejected, or (b) if said Bid is accepted and the Principal is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and gives such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and provides to Owner a Certificate of Insurance as required by the Contract Documents, and in all other respects performs the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the Principal to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the Principal pays to Owner the difference not to exceed the penal sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety hereunder shall be in no way impaired or affected by any alteration or irregularities in the Bid or in the bidding procedure or by any extension of time within which Owner may accept such Bid, and does hereby waive notice of same.

Dated this _____ day of __, 20__.

(Surety) (Principal)
By: _____ By: _____
Title: _____ Title: _____

(Acknowledgments and Power of Attorney to be attached)
Corporate seal must be affixed if Principal is a corporation.

Payment and 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 the Town of Superior, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the penal sum of \$ _____ 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 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 or warranty period, and 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 the Principal's 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 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 it shall 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 the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

In witness whereof, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

Principal

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.

Certificate of Final Payment

With reference to Solicitation Number _____ for which the undersigned Contractor and the Town of Superior (“Owner”), entered into a contract:

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned’s Work under the Contract.

In consideration of _____ dollars (\$_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to defend, indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20__.

Contractor

Certificate of Final Acceptance

To: _____ Date: _____
Work No.: _____
Work Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory as of the date of this Certificate of Final Acceptance. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and Contract Documents.

In accordance with the Contract, all warranty periods shall begin as of the date of this letter.

Notwithstanding the above, Contractor shall not be relieved from any obligations under the Contract Documents by this final inspection and Certificate of Final Acceptance, and the Town of Superior expressly reserves and does not by issuance of this Certificate of Payment intend to waive any claims for defective, deficient, or otherwise nonconforming Work that are hereafter discovered.

Town of Superior

By: _____

Title: _____

General Provisions

Part 1. Definitions

1.01 Contract Documents:

- A. Bid Form (Including Bid Summary)
- B. Bid Schedule
- C. Bidder's Qualification Statement
- D. Construction Contract
- E. Certificate of Insurance
- F. Notice Of Award
- G. Notice To Proceed (if required by the Request for Bids ["Request for Bids"])
- H. Bid Bond (if required by the Request for Bids)
- I. Payment And Performance Bond (if required by the Request for Bids)
- J. Certificate Of Final Payment (if required by the Request for Bids)
- K. Final Acceptance Form (if required by the Request for Bids)

- L. General Provisions
- M. Special Provisions
- N. Technical Specifications
- O. Construction Drawings
- P. Addenda, if any, issued to the Request for Bids

- Q. Documentation submitted by Contractor prior to Notice of Award.

1.02 Change Order:

A written order issued by the Town after execution of the Contract authorizing a revision to the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 Town:

The Town of Superior, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents.

1.05 Contract Price:

The amount set forth in Section 5 of the Construction Contract.

1.06 Contract Time:

The time for completion of the Work as set forth in Section 4 of the Construction Contract.

1.07 Day:

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.

1.08 Final Completion:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 Project Manager:

The Town's duly authorized representative in connection with the Work.

1.10 Subcontractor:

Any person, firm or corporation with a direct contract with Contractor who acts for or on behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 Substantial Completion:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 Work:

All services, labor, materials, and equipment necessary to complete all of the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

Part 2. Time

2.01 Time of the Essence:

All times stated in the Contract Documents are of the essence.

2.02 Final Acceptance:

Upon Final Completion, the Project Manager will issue Final Acceptance.

2.03 Changes in the Work:

A. The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, at any time and without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time if warranted and supported by the terms of the Contract Documents.

B. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that Contractor should receive extra compensation for, Contractor shall, within 7 days after the Town's order or instruction, submit a written request for an increase in the Contract Price to the Project Manager. If a request is not made within this time period, Contractor shall waive any right to additional compensation related to the extra or changed work.

C. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that will affect the critical path schedule of performance of the Work and require Contractor to spend more time on the Project than was earlier anticipated, Contractor shall submit a written request to the Project Manager requesting an extension of the Contract Time within 7 days after the Town's order or instruction; otherwise it shall be waived. Such requests shall be evaluated as set forth in Section 2.05.B.

D. All changes shall be authorized by a written Change Order signed by the Town and subject to applicable requirements of the Town's Purchasing Policy. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time if warranted and supported by the terms of the Contract Documents. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written and executed 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 as documented in an executed Change Order before the work set forth in or covered by the Change Order is commenced. If a Change Order results in an increase in the Contract Price and if approval of the Superior Town Council is required by the Town's Purchasing Policy, then such Change Order shall be subject to and shall only become effective upon approval by Town Council. If such approval of Town Council is required by the Town's Purchasing Policy but is not obtained, the Town shall have no payment obligation regardless of whether the Work has been performed.

E. Subject to the requirements and limitations of this Section 2.03, any Change Order approved by Town Council, as applicable, and signed by the Town shall be considered a part of the Contract and subject to every term and requirement of the Contract Documents. It is the duty of Contractor to notify the Surety that issued the bonds required by the Contract Documents of any changes affecting the scope of Contractor's Work or change in the Contract Price, and, if requested by the Town, to increase the amount of the bonds accordingly.

2.04 Differing Site Conditions:

Contractor shall within 7 days of discovery, and before the conditions are disturbed, provide written notice to the Project Manager of any subsurface or latent physical conditions at the Project site that materially differ from those indicated in the Contract Documents, or unknown physical conditions at the Project site of an unusual nature that materially differ from those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and that could not have been determined or anticipated at the required pre-Bid site investigation, in the exercise of reasonable diligence.

Should Contractor wish to request a change to the Contract Price or Contract Time arising from differing site conditions described in this Section 2.04, Contractor shall submit a written claim within 7 days after the conditions first become apparent; otherwise it shall be waived. In such claim, Contractor shall specifically identify the conditions and how they differ from the Contract Documents or those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and Contractor shall identify the amount of the requested adjustments to the Contract Price or Contract Time. Contractor shall have the burden to prove that the actual conditions subsurface or latent conditions materially differ from those shown in the Contract Documents and/or that the differing site conditions could not have been discovered at the pre-Bid site investigation. The Town shall evaluate such claim and if the Town approves the claim, the Parties shall negotiate a Change Order pertaining to same.

No request by Contractor for an equitable adjustment to this Contract for differing site conditions shall be allowed if made after final payment under this Contract.

2.05 Delays:

A. A suit or other legal action, including administrative agency actions or citations, against the Town that causes a delay in the Work, other than a suit or legal action against

Contractor, will entitle Contractor to an equivalent extension of time unless the period of such delay exceeds six (6) months. When such period is exceeded, the Town will, upon a request by Contractor in writing, elect either to terminate this Contract for the Town's convenience as provided for in Section 4.05 or to grant a further extension of time, in the Town's sole and absolute discretion.

B. If Contractor is delayed in the critical path progress of the Work by acts of God, fires, wars, epidemics, pandemics other than COVID-19, or other unavoidable casualties beyond Contractor's control or anticipation, then, upon Contractor's written request to the Town within 7 days of Contractor first becoming aware of the condition causing the delay, then the Contract Time shall be extended for a reasonable period of time equivalent to the delay.

C. If Contractor believes that an extension of the Contract Time should be granted due to critical path delays to the progress of the Work caused by unanticipated adverse weather conditions, it may request a contract extension in writing from the Town within 7 days of Contractor first becoming aware of the unanticipated adverse weather conditions causing the delays. For purposes of this provision, "weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are 4 anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time equivalent to the duration of the critical path delay caused by that unanticipated weather condition.

D. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the critical path progress of the Work. Contractor shall use its best efforts to mitigate or minimize the length of any critical path delay to the progress of the Work, and shall have the burden to provide the events which caused the delays and that Contractor timely provided notice of those delays to the Town.

E. Contractor 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.

F. Contractor shall not be entitled to any extension of time caused by events within the control of Contractor, nor for delays which Contractor could have foreseen and avoided, prevented, or significantly mitigated, nor for any delays caused in whole or in part by Contractor or its subcontractors or suppliers or anyone for whom any of them may be liable.

2.06 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 compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

Part 3. Contractor's Responsibilities

3.01 Completion/Supervision of Work:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing in the jurisdiction where the Project is located. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations including, without limitation, the Occupational Safety and Health Act ("Osha"), 29 U.S.C. § 651, et seq. standards. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor or superintendent on site at all times when Contractor or any subcontractor is performing Work. Contractor shall designate the supervisor or superintendent, who shall be authorized to act on behalf of Contractor in all matters related to the Contract and shall notify the Town of the supervisor or superintendent's name and contact information, including mobile phone and email address, within 5 days of execution of the Contract.

3.02 Duty to Inspect:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 Furnishing of Labor and Materials:

A. Contractor 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 as described in or reasonably inferable from the Contract Documents.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

3.04 Employees and Safety:

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of any applicable laws, ordinances, rules or regulations including, but not limited to, the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

B. Contractor shall maintain at all times strict discipline of its personnel, employees, and other persons carrying out the Work and Contractor shall not employ or furnish or permit the employment of any person unfit or without sufficient knowledge, skill, training and experience to perform properly the job for which the employee was hired in connection with the Work. The Town may require Contractor to remove from the Project any person the Town deems incompetent, careless or otherwise objectionable, in the Town's sole discretion, and Contractor shall promptly do so without any adjustment to the Contract Price or the Contract Time.

C. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees, subcontractors and their respective employees, and suppliers and their respective employees. Nothing in the Contract Documents, nor the Town's acceptance or lack of objection to a subcontractor or supplier shall be construed as creating any contractual relationship between the Town and any subcontractor, supplier or other person or entity having a direct contract with Contractor, a subcontractor, or supplier.

D. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of and reasonable protection, including the provision of all notices and compliance with all applicable laws bearing on the safety of persons or property, to prevent damage, injury or loss to: all personnel, employees, other persons carrying out the Work, and others whom the Work might affect; all materials and equipment in the custody, care or control of Contractor, whether such materials or equipment are stored on or off site, and whether or not incorporated into the Work; all Work performed under this Contract; and all property and improvements on the work site and any adjacent property. Contractor shall repair or replace any damage, injury, or loss to all public or private property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, any supplier, or any of their respective personnel or employees or anyone for whose acts any one of them may be liable.

3.05 Cleanup:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by the Contract Documents, including this Section 3.05, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold and offset said amount from any progress or final payment due to Contractor.

3.06 Payment of Royalties and License Fees:

Contractor shall pay all royalties and license fees necessary for the Work and shall include and shall be considered to have included in Contractor's Bid a sum sufficient to cover all fees, royalties, licenses and claims for any patent rights, copyrights, trademarks or any other intellectual property rights which may be connected with the Work. Contractors shall defend, indemnify and hold harmless the Town and its officers and agents from and against all fees, claims, demands, suits, or actions for or in connection with any infringement or alleged infringement of any intellectual property rights..

3.07 Taxes, Licenses and Permits:

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain from Town the State-issued tax-exempt number for exemption from the sales and use tax which Contractor shall use for purchases that are necessary for the Work.

3.08 Samples and Shop Drawings:

Contractor shall furnish, upon the request of the Project Manager or as required by the Contract Documents, submittals, samples and shop drawings to the Project Manager, who shall, in collaboration with the Engineer, as applicable, review them for general conformance with the Contract Documents. Approval by the Town and/or the Engineer of any submittals, samples or shop drawings furnished by Contractor shall not relieve Contractor of its obligation to complete the Work in accordance with the Contract Documents.

3.09 Compliance with Laws and Regulations:

Contractor shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, laws, ordinances, resolutions, codes, rules, regulations, standards, and orders or decrees regulating, relating to, or imposing liability, in effect or enacted during the course of performance of the Work.

3.10 Subcontractors:

A. Those portions of the Work that Contractor does not customarily perform with its own personnel or does not, for purposes of this Project, intend to perform with its own personnel, shall be performed under written subcontracts or other appropriate written agreements with Contractor. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate all relevant provisions of the Contract Documents.

3.11 Corrective Work:

When any Work does not conform to the Contract Documents, Contractor shall promptly and without cost to the Town make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager including, if necessary, the complete removal and

replacement of the non-conforming Work with conforming Work. If Contractor does not correct such non-conforming Work within the time approved by the Project Manager, the Town may, in the Town's discretion, have the non-conforming work corrected by others. All direct or indirect costs of or in connection with such correction, including the additional costs of any professional services, testing or inspection necessary for the full and proper correction of the non-conforming Work, shall be paid by Contractor and, if sufficient amounts remain within the Contract Price, the costs incurred by the Town withheld or offset from any progress or final payment to which Contractor would otherwise be entitled. The Town's review, approval, acceptance, failure to reject, or payment for any portion of the Work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 Other Contracts:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors engaged by the Town in connection with the Work full and unimpeded access to the work site as necessary to fully and timely perform their respective contracts.

3.13 Communication:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager. E-mail shall be an acceptable form of communication between Contractor and the Town for all communications other than "notices" as referenced in the Contract Documents which are required to be transmitted per Section 6(e) of the Contract.

Part 4. Suspension and Termination

4.01 Suspension for Contractor Default:

The Town may, in the Town's discretion, order Contractor in writing to suspend the Work or any part of the Work because Contractor has materially breached any terms or conditions of the Contract Documents. If Contractor later resumes work that the Town previously suspended pursuant to this Section 4.01, Contractor shall not be afforded any extension of the Contract Time and the Town shall not be liable to Contractor for any additional costs caused by the suspension or related to Contractor's resuming the suspended Work.

4.02 Suspension for the Town's Convenience:

The Town may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such period of time as the Town may determine, for the Town's convenience and in the Town's sole discretion. If the Town suspends the Work pursuant to this Section 4.02, the Contract Price and the Contract Time shall be equitably adjusted to account for any actual and substantiated critical path delays to the progress of the Work and actual and substantiated increase in costs for the performance of the Work. If the suspension applies to only a part of the Work, an extension of the Contract Time will be authorized based on the Project Manager's estimate of the delay to the entire Project caused by the partial suspension.

4.03 Labor Disputes:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other

form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.04 Termination for Contractor Default:

If Contractor defaults in the timely and proper performance of any of Contractor's obligations under the Contract Documents, without prejudice to any other rights or remedies, the Town may terminate this Contract or reassign all or any portion of the Work upon 30 days' written notice to Contractor. In the event of termination, the Town shall pay Contractor for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town attributable to Contractor's default.

4.05 Termination for Town's Convenience:

A. The Town may, at any time and without cause, terminate the Contract, in whole or in part, for the Town's convenience and without cause if such determination is in the Town's best interest, upon 30 days' written notice to Contractor. If the Town terminates the Contract for convenience, the following shall apply:

1. Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Work yet to be performed.

2. Upon receipt of a termination notice, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and preservation of the Work; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Work.

3. The Town shall pay Contractor for that portion of the Work properly executed prior to the date of termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Contractor upon outstanding commitments or subcontracts that Contractor is unable to cancel, provided Contractor has proven reasonable efforts to divert the commitments to other activities. Payment for amounts properly executed by Contractor prior to the termination notice, if any, shall be based on the applicable Bid prices for such Work for those portions of the Work actually completed and accepted by the Town, as well as a release of any retainage held by the Town as of that time. Within 60 days of the effective date of the termination, Contractor shall submit a claim to the Town for such amounts, along with all supporting backup documentation and cost records substantiating the amounts claimed. Contractor shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Contractor's or any of its suppliers or subcontractors fault or failure to mitigate as a result of any such termination by the Town for convenience.

B. In no event shall the total sums paid to Contractor pursuant to this Section 4.05, if any, exceed the Contract Price.

C. Settlement of and payment for the Work performed and costs of termination as outlined in this Section 4.05 shall not relieve Contractor or its Surety from responsibility or obligations with respect to the Work performed or concerning any claims arising out of the Work performed by Contractor on the Project or Bonds issued in connection with the Project.

Part 5. Warranties:

5.01 Warranty of Fitness of Equipment and Materials:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 General Warranty:

Unless expressly indicated otherwise in the Construction Contract, Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of 2 years from the date of Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract Documents. Should Contractor fail to perform any such corrective work required by this Section 5.02 within a reasonable period of time after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required corrective 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 nonconforming Work or for Work negligently or defectively performed.

Part 6. Bonds, Insurance and Indemnification

6.01 Indemnification:

A. Contractor 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, 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 Contractor, or at the option of the Town, Contractor 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.

Contractor, 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) and shall be read as broadly as permitted to satisfy that intent. Contractor'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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor'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). However, nothing in this Section 6.01 shall apply to or affect any Bonds issued in connection with the Project, contracts or insurance, or insurance policies that provide for the defense, indemnification or holding harmless of public entities, nor any other obligations, rights or remedies of either of the Parties to this Contract.

6.02 Notice of Claim:

If Contractor receives any claim from any third party, including but not limited to subcontractors, suppliers, personnel, employees, or private property owners, arising from or relating in any way to the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 Insurance:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents, including this Section 6.03, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below, unless otherwise specified in the Special Provisions, with forms and insurers acceptable to the Town. By requiring such minimum coverages, the Town shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks relative to the Work to be performed on this Project as required by the Contract Documents and, if Contractor deems it appropriate and/or prudent, maintain higher limits and/or broader coverages than those provided for herein.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to and provide coverage for all premises and operations,

explosions, collapse and underground hazards, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

B. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to the Contract Documents for the duration of the applicable statutes of limitation and statute of repose. All of Contractor's policies shall contain a severability of interests provision, and shall, where commercially available, include the Town and the Town's elected and appointed officers or officials, employees, agents, volunteers and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days' prior written notice 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. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

E. Contractor shall ensure that all of Contractor's and subcontractors' or suppliers' insurers are licensed or approved to do business within the State of Colorado. Unless otherwise specified, all policies must be written on a per occurrence basis.

F. Contractor and its insurers shall waive subrogation in favor of Additional Insured parties.

G. Failure of Contractor to comply with these insurance requirements during the term of the Contract may be considered a material breach and may be cause for immediate termination of the Contract, at the Town's option and in its sole discretion.

6.04 Performance and Payment Bond:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Acceptance of the Work.

Part 7. Payment

7.01 Progress Payments:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed and the applicable payment application. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, along with copies of invoices from subcontractors or suppliers substantiating the amounts billed, partial,

conditional lien and claim waivers executed by Contractor and by each subcontractor and supplier covered by the applicable payment application and, beginning with the second application for a progress payment, unconditional lien and claim waivers from Contractor and each subcontractor and supplier for all amounts paid by the Town on prior applications for payment.

B. Except as otherwise provided for in the Contract Documents and this Section 7.01, progress payments shall be in an amount equal to 95% of the Work actually completed. All amounts retained by the Town pursuant to this Section 7.01.B shall be retained by the Town until the Work is completed and finally accepted by the Town. Completed Work shall, pursuant to approval and acceptance by the Project Manager, include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor 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.

D. In addition to the 5% retainage provided for in Section 7.01.B and withholding for failure to timely complete the Work as provided for in Section 7.01.C, the Town may retain any disputed line item or portion thereof included in any application by Contractor for a progress payment for any of the following: any unsatisfactory performance of the Work; failure to repair or replace defective, non-conforming or rejected Work as directed by the Town; claims filed or reasonable evidence that claims may be filed against Contractor relating to the performance of the Work; Contractor's failure to make payments to subcontractors or suppliers as required by the Contract Documents; failure to comply with the Contract Documents or applicable law, including employment laws and licensing and permitting requirements; failure to maintain the Work and work site in a clean and orderly manner; failure to remedy damage to Town or private property damaged by Contractor or its subcontractors or suppliers during the performance of the Work; or a set off for amounts due to the Town by Contractor pursuant to the provisions of the Contract Documents, including amounts for liquidated damages. If the reasons for such withholding are cured by Contractor and no longer exist, the Town shall make payment to Contractor for the sums withheld, subject to the 5% retainage on all progress payments as provided for in Section 7.01.B.

E. Contractor warrants that it shall pay each subcontractor and supplier promptly, upon receipt of payment from the Town, the amount to which the subcontractor is entitled no later than 7 days after receipt of payment from the Town. Notwithstanding anything to the contrary, Contractor shall not be required to pay a subcontractor or supplier that has not performed in accordance with its subcontract or purchase order. Contractor shall, by appropriate agreement with each subcontractor or supplier, require each subcontractor or supplier to make payments to the subcontractor's or supplier's sub-subcontractors or vendors in similar manner. The Town may furnish to each subcontractor or supplier information regarding the percentages of completion or the amounts applied for by Contractor and paid by the Town.

7.02 Final Payment:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to, and subject to the provisions and limitations of, C.R.S. § 38-26-107.

7.03 Liquidated Damages:

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

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. If Contractor does not, after Substantial Completion, achieve Final Completion of the Work as required by and within the time specified in the Construction Contract, Contractor shall be assessed the amounts specified in Section 7.03.A for each day thereafter that the Project does not achieve Final Completion, which amounts constitute a reasonable estimate of the actual damages such delay would cause the Town.

C. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date and Final Completion date, as applicable, shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time, nor for any attorneys' fees or costs that are otherwise allowable under the Contract Documents or applicable law. Liquidated damages may be deducted from any payment due Contractor or the retainage held by the Town. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of the Town's written demand for such reimbursement.

7.04 Oral Agreements Prohibited:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Superior Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Superior Town Council.

7.05 Items Not Included in Bid:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 Changes in Quantity:

- A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed and accepted by the Town, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Bid Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 Bid Price Adjustments:

- A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.
- B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds 10% of the original Contract Price.

7.08 Eliminated Items:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 Materials Stored but not Incorporated:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Bid Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 Cost Records:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

Part 8. Miscellaneous

8.01 Publications:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 Confidentiality:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 Independent Contractor:

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

8.04 Conflicts:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Technical Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

8.05 Dispute Resolution:

A. Contractor shall faithfully continue performance under this Contract during the pendency of any dispute or litigation arising under or relating to this Contract and the Work in accordance with the terms and conditions of the Contract Documents. Contractor's failure to faithfully continue performance due to a dispute or litigation shall, in the Town's discretion, be construed as a material breach of this Contract and justify termination for Contractor's default or such other action as the Town, in the Town's discretion, may deem appropriate or warranted.

B. If the Town is reasonably required to engage an attorney to assist in connection with any claim or dispute with Contractor relating to or arising out of the Contract or the Work including, without limitation, in connection with any litigation proceedings, and the Town prevails in such proceeding, Contractor shall reimburse the Town for its reasonable attorneys' fees, costs, and other expenses incurred by the Town in connection with such proceedings.

Special Provisions

1. General.

A. All labor, services, material, and other work necessary for the construction of the South Pool Renovation shall be provided by Contractor. Contractor'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.

B. Contractor 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. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

A. Contractor shall ensure that the Work is in compliance with the Mile High Flood District Manual, Colorado Department of Transportation (CDOT) Specifications, American Association of State Highway and Transportation Officials (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 Mile High Flood District 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. Contractor shall have at the work site 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.

6. Inspections and Testing.

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

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor 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

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor 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, Contractor 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 Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor'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. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

- i. The construction schedules;
- ii. A detailed estimate of partial payments for the Work;
- iii. The traffic control plan;
- iv. A detailed plan showing site access and staging areas; and
- v. A subcontractor submittal, including names and contact phone numbers.

11. Fees and Permits.

A. Prior to commencing any Work, Contractor 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.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting(s) with these entities and provide summary minutes to attendees and Project Manager.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall

resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

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

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

15. Construction Staging Areas. All construction staging areas shall be located within the work site. 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 Contractor for cleaning of construction staging areas.

16. 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 Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor 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.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor 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. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor 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.

B. At the Pre-construction Conference, Contractor shall submit 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 and adjacent to the work site.

C. Contractor 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 residential 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 Project Manager.

E. No road shall be closed at any time unless agreed to and approved in writing by the Town.

F. Contractor shall advise the Boulder County Sheriff's Office, school districts, waste collection services, and proximate homeowners of any approved lane closures, including dates and times. Contractor shall copy the Town on all such communications or in the case of oral communications, immediately and no later than in the same day, advise the Town in writing of such communications.

G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor 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. Contractor, 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. Contractor 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.
22. Disposal Site
- A. Contractor 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 Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.
- B. Contractor'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 Contractor to additional compensation.
23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor'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.
24. Existing Improvements and Restoration.
- A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. 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. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.
25. Erosion Control. Contractor 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 each erosion/sediment control measure 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.
26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

Technical Specifications

Construction Drawings