

REQUEST FOR BIDS



To be provided to the
TOWN OF SUPERIOR
For the construction of
PICKLEBALL COURTS

April 6, 2020

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CONTRACT DOCUMENTS**

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PART 1 – REQUEST FOR BIDS

WORK: PICKLEBALL COURTS

WORK NO.: PROS 2020-07

SUBMITTAL DATE AND LOCATION:

Date of Request: April 6, 2020

Due Date for Bids: May 1, 2020 by 10:00 A.M.

Submit one copy of the Bid **electronically** to:
Allison James
allisonj@superiorcolorado.gov
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

PRE-BID MEETING:

Date & Time: No mandatory pre-bid meeting is required for this project. Interested parties are encouraged to visit the construction site.

Location: 1830 Honey Creek Lane, Superior, Colorado

The Town of Superior requests Bids for:

Providing services, materials and labor to construct Pickleball Courts located at 1830 Honey Creek Lane in Superior, Colorado

Any questions and delivery of proposals concerning this Request for Bids shall be directed **IN EMAIL ONLY** to the Parks, Recreation and Open Space Management Analyst II, E-MAIL: allisonj@superiorcolorado.gov. Questions regarding this solicitation are due April 21, 2020 at 10:00 A.M.

Allison James
Management Analyst II

PUBLICATION: April 6, 2020

PUBLISHED IN: Rocky Mountain E-Purchasing System and superiorcolorado.gov website

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, 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 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 will be returned to the Bidder unopened, if possible.
- 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.
- 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 any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 2.9 The following information shall be submitted with the Bid:
 - 2.9.1. The names and resumes of staff personnel who will be assigned to the work.

- 2.9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review 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.
- 2.9.4 A list of the Bidder's previous experience on construction of similar projects.
- 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 lowest responsible and responsive Bidder complying 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 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 moneys 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 in a separate sealed envelope. 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. Copies of the Contract Documents are available 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 attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 2.21. Each Bid shall include a statement of standard warranty of the manufacturer.
- 2.22. The Town requires a Bid Bond in the form of a corporate surety bond in the amount of five percent of the total Bid amount before the Town can accept and consider any 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, such bid bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the bid bond 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.

A. 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 make delivery, or render service, within 10 days of receipt of the Notice to Proceed. 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: _____

Address: _____

Telephone Number: _____

BID SUMMARY

Total Base Price:

\$ _____

(in words)

Total Bid Alternate 1

Shelters: \$ _____

(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

B. BID SCHEDULE

To: Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

Work: Pickleball Courts

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, 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 contractual work. 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 of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

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

ITEM	CONTRACT ITEM	UNIT	QUANTITY	COST
201	CLEARING AND GRUBBING	LS	1	\$
203	UNCLASSIFIED EXCAVATION	CY	1,750	\$
207	TOPSOIL (COMPLETE IN PLACE)	CY	150	\$
212	SOIL PREPARATION	AC	0.30	\$
212	SEEDING (ROCK CREEK NATIVE)	AC	0.30	\$
213	MULCHING (HYDRAULIC)	AC	0.30	\$
304	CRUSHER FINES (6-INCH)	SY	65.00	\$
304	AGGREGATE BASE COURSE (CLASS 6)	CY	484	\$

607	CHAIN LINK FENCE (10-FOOT)(COATED)	LF	394	\$
607	CHAIN LINK FENCE (4-FOOT)(COATED)	LF	58	\$
607	COURT NETTING	LF	88	\$
608	CONCRETE (5-INCH) (POST-TENSION)	SF	13,056	\$
622	SANITARY FACILITY	LS	1	\$
625	CONSTRUCTION SURVEYING	LS	1	\$
626	MOBILIZATION	LS	1	\$
627	ACRYLIC SURFACING	LS	1	\$
SUBTOTAL OF BASE BID ITEMS				\$
BID ALTERNATE 1				
304	AGGREGATE BASE COURSE (CLASS 6)	CY	22	\$
608	CONCRETE SIDEWALK (6-INCH)	SY	44	\$
622	SHADE SHELTER	EA	2	\$
622	BENCHES	EA	2	\$
SUBTOTAL OF ALTERNATE 1				\$
SUBTOTAL OF CONSTRUCTION ITEMS				\$
TOTAL ESTIMATED COST				\$

C. BIDDER'S QUALIFICATION STATEMENT

A Statement showing the qualifications of Bidder shall be 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 opened 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 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 bank or bonding company.

7. List of current jobs new under contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary). _____

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

9. Have you ever failed to complete any work awarded to you? If so, when, where, and why? _____

10. Have you ever defaulted on a contract? If so, when, where, and why? _____

11. List your 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 _____, 2020, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

D. EMPLOYMENT

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

E. CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

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

1. **Scope of Work.** Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

2. **Bonds.** Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. **Commencement and Completion of Work.** Contractor shall commence the Work within 10 days of date of the Notice to Proceed and complete work within 30 days. Substantial Completion of the Work shall be accomplished by the ___ day of _____, 2020, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within _____ days of the date of Substantial Completion.

4. **Compensation/Contract Price.** The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, 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.

5. **Illegal Aliens.**

A. **Certification.** By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

B. **Prohibited Acts.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under this Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Contract; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Contract.

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

E. Affidavits. If Contractor does not have employees, Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

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 Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state 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 moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

7. 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.

8. 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.

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

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

11. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Project Manager
Town of Superior
124 East Coal Creek Drive
Superior, Colorado 80027

Contractor: _____

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Clint Folsom, Mayor

ATTEST:

Phyllis L. Hardin, 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

F. CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Superior shall rely on the information provided.

This information is provided for the Town of Superior, Work No. _____.

By: _____

Title: _____

Agency: _____

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

G. NOTICE OF AWARD

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

Thank you for submitting a Bid for the _____.

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

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

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

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

Sincerely,

_____, Project Manager

H. NOTICE TO PROCEED

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

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

Please note that in accordance with the Construction Contract, Work must commence within ten days of the date of this Notice, and all Work must be substantially completed within twenty (20) days of the date of this Notice, which shall be the ___ day of _____, 20__, and finally completed within thirty (30) days of the date of this Notice, which shall be the ___ day of _____, 20_.

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

Sincerely,

_____, Project Manager

Date

I. BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Town of Superior, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ dollars (\$_____), 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 generally described as follows: _____

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be 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 shall give 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 shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform 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 shall pay to OWNER the difference not to exceed the penalty 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)
By: _____
Title: _____

(PRINCIPAL)
By: _____
Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

J. 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 _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall 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.

K. CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20__,
between the undersigned Contractor and the Town of Superior, for: _____
at Superior, Colorado

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 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

L. CERTIFICATE OF FINAL ACCEPTANCE

TO: _____ Date: _____
Project No.: _____
Project 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. 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.

TOWN OF SUPERIOR

By: _____
Title: _____

M. 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. General Provisions
- F. Special Provisions;
- G. Technical Specifications;
- H. Construction Drawings;
- I. Certificate of Insurance Verification;
- J. Notice of Award;
- K. Notice to Proceed;
- L. Bid Bond;
- M. Payment and Performance Bond;
- N. Certificate of Final Payment;
- O. Final Acceptance Form;
- P. Documentation submitted by Contractor prior to Notice of Award; and
- Q. Addenda A

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Contract authorizing an addition, deletion or revision in 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 including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work shall be thirty (30) days as defined in Section 1.07.

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 in 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 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:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Superior Board of Trustees shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar 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	SEP	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 two days when the snowfall exceeds the average snowfall for that day by 100%, those two days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are five 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.

B. 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 progress of the Work.

C. 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.

2.05 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. 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. Contractor shall be responsible for completion of all Work in a timely and workman like 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 on site at all times when Contractor or any subcontractor is performing Work.

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.

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.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. 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 all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 CLEANUP:

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

B. If Contractor fails to perform the cleanup required by this Section, 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 said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Superior Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. 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 the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any 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 access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 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.

4.02 DEFAULT:

The Town may terminate this Contract upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

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:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two 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. Should Contractor fail to perform any such work within the warranty period 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 work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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 Agreement, 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).

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from 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. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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 \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, 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. The policy shall contain a severability of interests provision, and shall

include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. 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.

C. 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.

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 two years after the date of Final Completion.

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. 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, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall 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.

7.02 FINAL PAYMENT:

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

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience 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 Final 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:

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. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date 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. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

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 Board of Trustees. 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 Board of Trustees.

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, 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. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

N. SPECIAL PROVISIONS

1. General.

A. All labor, services, material, and other work necessary for the construction of Pickleball Courts 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 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

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

3. Representatives. 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.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

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 be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

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

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

9. Progress Reports.

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:

- (1) The construction schedules;
- (2) A detailed estimate of partial payments for the Work;
- (3) The traffic control plan;
- (4) A detailed plan showing site access and staging areas; and
- (5) A subcontractor submittal, including names and contact phone numbers.

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 and provide summary minutes.

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 5 copies of a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work 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 driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.
- E. No road shall be closed at any time.
- F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.
- G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. 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 BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area. .

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.

**O. SPECIAL PROVISIONS
SUPERIOR PICKLEBALL COURTS**

The *2017 Standard Specifications for Road and Bridge Construction* controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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REVISION OF SECTION 101 DEFINITION AND TERMS

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Technical Specifications related to construction materials and methods for the work embraced under this Contract shall consist of the Colorado Department of Transportation, *Standard Specifications for Road and Bridge Construction*, dated 2017.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of the Contract. A summary of redefinitions follows:

Subsection 101.28 Department shall be replaced with the Town of Superior.

Subsection 101.29 Engineer shall be defined as the Town of Superior acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project.

The terms Project Engineer and Project Manager shall be interchangeable in this contract.

Subsection 101.39 Laboratory shall be defined as the testing laboratory of the Town of Superior or other laboratory designated by Town of Superior.

Subsection 101.58 Region Transportation Director shall be defined as the Town of Superior.

Subsection 101.76 State shall mean Town of Superior, Colorado (where applicable).

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is revised as follows:

Subsection 203.01 shall include the following:

The contract work to be performed under this section consists of furnishing all required labor, materials equipment, implements, parts and supplies necessary for, or appurtenant to the site preparation and grading for tennis courts in accordance with these specifications.

Subsection 203.04 shall include the following:

1. Subgrade Requirements

If the soils engineers' report shows favorable soils (non-expansive, stable) conditions, native materials can be used for the sub-base. Should unfavorable soils be shown, the contractor will defer to the engineers' recommendations for sub-grade preparation.

2. Subgrade Preparation

Subgrade shall be prepared with proper equipment, to plan elevations and slope, to +/- 0.1'. Required slope-for-drainage for play court construction is a minimum of 1" in 10' (0.833%) or no more than a maximum of 1%. Slope shall be in one plane, with no grade break located within the confines of the play court area. Compaction shall be 95% of modified proctor optimum moisture condition.

Subsection 303.12 shall include the following:

The accepted quantities of Unclassified Excavation will be measured and paid for by the volumes of excavated material removed.

PAY ITEM

PAY UNIT

Unclassified Excavation

Cubic Yard

REVISION OF SECTION 207 TOPSOIL

Section 207 of the Standard Specifications is revised as follows:

Subsection 207.01 shall include the following:

All disturbed areas to be landscaped are to be dressed with six (6) inches of topsoil. All topsoil shall be secured from the site and, if deemed necessary by the Project Engineer, amended as indicated below in #3 and in Section 212. It shall also include the placing of topsoil upon constructed cut and fill slopes after grading operations are completed and prior to seeding.

Subsection 207.03 shall include the following:

1. Topsoil Removal

After the construction area and its access have been delineated, the vegetation should be mowed to a maximum height of 4 inches over the area to be disturbed. If the amount of vegetation exceeds what can be incorporated into the soil without interfering with establishing a proper seedbed, then excess vegetation shall be removed.

Any subsoil removed should be placed separate from the topsoil. **Under no circumstances shall subsoil be mixed with topsoil, and subsoil shall not be placed on top of the topsoil.** The topsoil shall be protected from contamination by subsoil material, weeds, etc. and from compaction by construction equipment and vehicles.

2. Relieving Compaction

Areas that are compacted by heavy equipment shall be ripped or chiseled **prior to redistribution of topsoil.** Construction areas and other compacted areas will be chiseled to a minimum depth of 10 inches, with no more than a 10 inch interval between chiseled furrows. Two passes with a chiseler may be necessary, with the second pass chiseling between the first furrows, or perpendicular to original furrows.

3. Redistribution of Topsoil and Application of Amendments:

The salvaged topsoil should be redistributed uniformly over the disturbed areas, minimizing compaction by equipment. **Topsoil redistribution shall not occur under wet soil conditions.** If topsoil is contaminated, compacted or otherwise improperly handled, topsoil should be amended with compost at a rate of 3 cubic yards per 1000 square feet of disturbed area to provide a suitable seedbed at the contractor's expense. Compost shall consist of at least 40 % organic matter, with a pH not to exceed 8.0, and soluble salts not greater than 10 Mmhos/cm. The carbon to nitrogen ratio of the compost shall be between 10:1 and 20:1. Compost shall be incorporated evenly throughout topsoil.

**REVISION OF SECTION 212
SEEDING AND FERTILIZER**

Section 212 of the Standard Specifications is hereby revised for this project as follows:

Section 212.04 shall be modified to include the following:

1. Soil Preparation

Following redistribution of topsoil, as described in Section 207.03, the disturbed areas shall be chiseled again to a minimum depth of 10 inches, with no more than a 10 inch interval between chiseled furrows.

On disturbed areas, further seedbed preparation such as discing, harrowing and/or firming operations will be necessary to reduce soil clods that are greater than 4 inches in diameter, and to provide a seedbed that is firm and friable.

2. Seeding

The seed mix and planting rate specifications are shown in the plans. Seed shall be drilled with a drill that is capable of placing the specified seed at the specified rate, at a 1/2" - 3/4" depth. The drill should have an 8" or less drill row spacing and be equipped with packer wheels to firm the soil over the drill row. Dragging chains behind the drill to cover seed is not an acceptable substitute. Seeding should be completed between October 1 and March 31. Seeding outside this period must be approved by the Town of Superior Engineer in advance. In between these dates a cover crop may be used, until the appropriate time to seed specified mix.

3. Post-Seeding Weed Control

To prevent damage to young seedlings, no herbicides will be used. Reclaimed areas with slopes not exceeding 3:1 will be mowed to prevent flowering and weed seed development. Hand methods will be implemented on steep slopes. Mowing will be undertaken twice during the first growing season to prevent desiccation of the grass seedlings with a mowing height of 6 to 8 inches.

Section 212.07 Delete the third paragraph and replace with the following:

Soil conditioner and soil preparation shall be paid for as Soil Preparation. It will be measured by the actual number of acres in which preparation and conditioner is applied.

Section 212.08 shall be modified to include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Soil Preparation	Acre
Seeding (Rock Creek Native)	Acre

**REVISION OF SECTION 213
MULCHING**

Section 213 of the Standard Specifications is hereby revised for this project as follows:

Section 213.03 shall be modified to include the following:

After seeding has been completed, the application of mulch is recommended on the seeded areas to protect the seed and conserve soil moisture which will aid in seedling germination and establishment. The seeded area shall be mulched within 24 hours after seeding. The following types of mulch are recommended for 3:1 slopes or flatter.

Wood fiber hydromulch with guara gum tackifier: A standard rate of 3000 lbs. per acre of hydromulch and 80 lbs. per acre of guara gum tackifier will be appropriate for most projects unless otherwise specified on the project plans. The operator shall spray apply the slurry of wood fiber mulch according to the manufacture's specifications in a uniform manner over the designated seeded areas. **Seed shall not be incorporated and applied simultaneously with the hydromulch slurry.**

Subsection 313.05 shall include the following:

PAY ITEM

PAY UNIT

Mulching (Hydraulic)

Acre

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.01 shall include the following:

The contract work to be performed under this section consists of furnishing all required labor, materials equipment, implements, parts and supplies necessary for, or appurtenant to the site preparation and grading for tennis courts in accordance with these specifications.

Subsection 304.06 shall include the following:

Fine grading shall be accomplished using automatic, laser-guided equipment capable of achieving a tolerance of +/- 3/8".

Vapor barrier (15 mil) shall be placed under the entire area of the aggregate base course.

If the required compacted depth of the aggregate base course exceeds 6 inches, place course in two or more layers of approximately equal thickness. The minimum thickness of any one layer shall be three inches.

Subsection 304.08 shall include the following:

PAY ITEM

PAY UNIT

Aggregate Base Course
Crusher Fines (6-inch)

Cubic Yard
Square Yard

Vapor barrier will not be measured and paid for separately but shall be included in the work.

REVISION OF SECTION 607 FENCING

Replace **Section 607 Fencing** of the Standard Specifications with the following:

Materials:

1. Height

Height of fence shall be 10'-0" or 4'-0", where specified on the plans.

2. Fabric

Chain link fabric shall be 11 gauge galvanized core, finished to 8-gauge when coated. Zinc coating to be minimum of 0.15 oz. per square foot. Extruded polyvinyl chloride coating shall be minimum wall thickness of .015". The base metal shall have a minimum breaking strength of 850 pounds. Top and bottom selvage of the fabric shall be knuckled with one and three quarters inch (1 3/4") fabric mesh.

3. Pipe and Accessories

A. Method of Manufacturing

Pipe used for fence framework shall be 40-weight, cold rolled and radio frequency welded from steel conforming to ASTM A446 grade D. Exterior and interior surfaces shall receive a hot dip zinc coating of 1.0 oz. per square foot, followed by a chromate conversion coating per ASTM A525. The application of the coating will consist of 3.0 mils of cured thermosetting polyester powder coatings.

B. Posts

All line, corner, thermal and gate posts shall be 2 7/8" OD, 40-weight, with a wall thickness of 0.160". Posts spacing shall be 10' o.c. post to post and post steel shall have minimum yield strength of fifty thousand pounds per square inch (50,000 PSI).

D. Top, Mid-Rails or Bottom Rail

Top rail and bottom rails shall be 1 5/8" OD pipe with a wall thickness of .111" (11 GA) and minimum yield strength of fifty thousand pounds per square inch (50,000 PSI).

E. Accessories

- 1) Fabric Ties: 9 Ga. coated tie-wires.
- 2) Tension Bands: 2 7/8", Non-beveled type.
- 3) Brace Bands: 2 7/8", Non-beveled type.
- 5) Eye Tops: Pressed steel, 1 5/8" x 2 7/8"

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**REVISION OF SECTION 607
FENCING**

- 6) Dome Tops: 2 7/8" & 4" pressed steel.
- 7) Rail ends: 1 5/8" pressed steel.
- 8) Line Rail Clamps: 1 5/8" x 2 7/8" for middle rails.
- 9) Coating: All fittings to be polyester coated over galvanized finish.

F. Gates

Construct gate frames with 1 5/8" OD rail material with welded comers. Provide fabric filler same as used in fence and use 180 degree hinges with lockable latches.

G. Concrete

Concrete shall have twenty-eight (28) day, 4,000 psi compressive strength.

Construction Requirements:

1. Workmanship

The complete fence shall be plumb, both in line and transverse to the fence, straight and rigid with fabric tightly stretched and held firmly in place. Details of construction not specified shall be performed in keeping with standard good fencing practices. Bottom of chain link shall hang one inch (1.0"+/-) from tennis surf ace.

2. Posts

Post spacing to be no more than 10' on center. Foundations to be 12" diameter, extending 10" below bottom of perimeter beam.

3. Rails

Install rails as shown on drawings. Set rails as nearly parallel to the grade as possible and at the specified height.

4. Gates

Gates shall hang plumb and true, and swing easily either direction with no interference. Use lockable fork latches.

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**REVISION OF SECTION 607
FENCING**

5. Fabric

Fabric to be stretched taught to where there is no movement in the mesh when compressed. Top rail and bottom rail ties to be 12” on center. Posts ties are to be 12” on center.

Basis of Payment:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Chain Link Fence (10-foot) (Coated)	Linear Foot
Chain Link Fence (4-foot) (Coated)	Linear Foot

REVISION OF SECTION 608 SIDEWALKS AND BIKEWAYS

Add the following to **Section 608** for Concrete (5-Inch) (Post-Tension):

Description:

The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of a five-inch (5") thick post-tensioned concrete slab.

Work is to be performed by contractor with a minimum of six (6) similar, successfully completed projects within the past three (3) years. Contractor will be a member of the American Sports Builders Association, and will have a Certified Tennis Court Builder on staff. Contractor shall be a member of the Post-Tensioning Institute (PTI). Installing foreman shall be a certified by the Post-Tensioning Institute (PTI) as a Level 1 installer and all work to be supervised by a PTI Certified Level 2 Inspector.

To eliminate potential liabilities of construction, the contractor or subcontractor for the post-tension slab shall assure single-source responsibility by completing all work with his own forces, to include fine grading, construction, tendon fabrication and placing, concrete placement and tendon stressing. Contractor shall submit their final design and calculations for review two weeks prior to the start of construction of the slab.

Contractor shall guarantee that all materials and workmanship incorporated into the project will be of new quality and free from defects, and that all work will be installed as specified and drawn, and in conformance with the project documents. Any material or workmanship found to be defective or out of specification will be replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance.

Contractor to provide the following documentation:

- a) Concrete mix design.
- b) Cable elongation records following final stress operations.

Materials:

1. Fine Grading Materials

Fine grading material to be a free draining, loosely compactable material, such as Structural Fill or Crusher Fines.

**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

2. Tensioning Cables and Anchors

Post-tensioning strands and anchorages shall conform to the "PTI Guide specifications for Post-Tensioning Materials."

The tensioning strands shall consist of one-half inch (1/2") diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi (270 ksi). Strands shall conform to ASTM-A416. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of twelve inches (12") exposed strands is permitted at the dead-end anchor.

A maximum horizontal deviation of +/- 6" at each cable is allowed, and a maximum vertical deviation of +/- 1/2" is allowed.

3. Concrete Mix Design

The concrete shall have a compressive strength of not less than 4000 psi after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a five-inch (5") maximum slump. Mix design as follows: cement - type I/II, six sack unit weight - 142.3 lbs. per cubic foot, air entrainment - 6.0% (+/- 1%), water/cement ratio - 0.49/1

.090i

Construction Requirements:

1. Fine Grading

From a prepared subgrade, fine grading will be accomplished with the use of laser-guided machinery, capable of providing a true plane to a tolerance of +/- 3/8". Average depth of fine grade material to be approximately 0.1'.

2. Forming

Forms shall be accurately set to the lines and to plus or minus one-quarter inch (+ 1/4") of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

3. Tensioning Cables and Anchors

All cables shall be supported on chairs and loosely tied two inches (2") high at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. Strands shall be placed with no greater spacing than two foot six inches (2' 6") on center, +/- 12", for lengths over 100' and three foot four inches (3' 4") on center, +/- 12", for lengths under 100'. Tendon spacing is intended to achieve a minimum of 125 psi (P/A) compressive stress in the concrete slab.

The perimeter beam cross section is to be 12" x 12". Cable ends are to be anchored approximately 4" below surface of the slab. One continuous #4 grade 60 bar lies longitudinally around the court beam directly inside the cable anchor on the top of the cables. Overlapping should be @ a minimum of 30 bar diameters.

4. Concrete Placement

A full court shall be placed in one (1) continuous operation without intervening joints of any kind. The four and a half inch (4.5") thick slab will be placed either with a laser-screed device capable of providing a surface tolerance to within +/- 1/4" when measured under a 10' straightedge or by the use of a mechanical screed capable of spanning a minimum of 62' width. Contractor to provide sufficient manpower to ensure the uniform distribution of concrete ahead of the screed and will not allow substantial build-up of concrete on leading edge of screed.

Concrete to be placed in accordance with ACI specifications for Hot Weather and Cold Weather placement. Concrete reaching 90 minutes past batching time prior to placement will be rejected.

5. Finishing

Following dissipation of bleed water from surface of concrete, finishing operations can begin. Concrete to be finished by any means to provide for a planar surface, free from ridges and depressions. Concrete shall be textured with a light to medium broom finish. Edges shall be finished with 1/2" radius edger.

6. Tensioning Operations

After the forms are removed and the concrete has set to a minimum of 1,700 psi (typically 24 hours) a partial tensioning may be applied to restrict movement and cracking. Following one (1) week of curing, when concrete has attained a minimum strength of 2,700 psi, the final stress procedure may begin. Each tendon shall be tensioned to a maximum of eighty percent (80%) ultimate breaking strength, and anchored at a minimum of seventy percent (70%) ultimate breaking strength.

**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

Ultimate Breaking Strength	80%	70%
41,300 lbs	33,000 lbs	28,900 lbs

Cable elongation records shall be accurately kept by the contractor and provided to the owner.

Measured elongation shall be compared to calculated elongation to assure specified tension. Cable elongation to be within +/- 10% of calculated elongation.

Following confirmation of elongation, the cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.

7. Curing

Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by ponding or by curing compound (must be compatible with acrylic tennis surfacing material).

Basis of Payment:

<u>Pay Item</u>	<u>Pay Unit</u>	
Concrete (5-inch) (Post Tension)	Square	Foo

REVISION OF SECTION 627 ACRYLIC SURFACING

Replace **Section 627** of the Standard Specifications with the following:

Description:

1. Description of Work

The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the colored/textured surfacing of play courts (tennis and/or basketball) in accordance with these specifications.

2. Quality Assurance

The work shall be done in a thorough, workmanlike manner. No Asphalt Emulsion/Resurfacer coatings of any type will be allowed as a substitute filler coat to the specified Acrylic Resurfacer. Contractor references for five similar, successfully executed projects will be required. All bidding Contractors shall be builder members of the American Sports Builders Association and will have a Certified Tennis Court Builder on staff. This will be strictly enforced.

3. Limitations

Application temperature shall be a minimum of 50°F in direct sunlight and be above 40F at nighttime. The surface temperature shall also not exceed 130°F. Do not apply when surface is wet or if rain is imminent or forecasted. Keep all coatings from freezing. Do not store in direct sunlight for an extended period. Container shall be closed when not in use.

4. Warranty

The contractors guaranty their respective work against defective materials or faulty workmanship for a period of one (1) year from the date of completion excluding all crack repairs and patching of low spots.

Materials:

1. RSS Acrylic Concrete Primer

Concrete Primer coat shall be mixed 2 parts clean potable water to one-part RSS Acrylic Latex (2:1)

2. RSS Rhino Patch Binder

Rhino Patch will be mixed as follows to fill bird baths and fill cracks:

2.5 gallons of Rhino Patch Latex,
2 gallons of Portland Cement 100
lbs. of Silica Sand.

**REVISION OF SECTION 627
ACRYLIC SURFACING**

3. RSS Acrylic Resurfacer

One Acrylic Resurfacer coat shall consist of the following mixture:

55 gals. RSS Acrylic Resurfacer
400-500 lbs. Silica Sand 30-60 mesh
15-23 gals. Water- fresh & potable

4. RSS Acrylic Color

The acrylic color applications for a slow tennis surface will consist of two (2) coats of the following mixture:

50 gals. RSS Acrylic Color Concentrate
400 lbs. Washed Silica Sand, 40-60 mesh slow speed of play formulation
20 gals. Water -fresh & potable

5. Playing Lines

Playing lines shall be (2") wide and painted on using RSS Textured White Line paint. Lines shall have (1) RSS Tape Sealer prime coat applied before line paint is used to ensure crisp edges.

6. Manufacturer

RSS Acrylic Coatings- 775 Canosa Court, Denver, CO 80204 (800) 738-8106 or approved equal.

Construction Requirements:

1. Surface Preparation

- A. Prior to the surfacing applications, the courts shall be thoroughly cleaned by pressure washing to remove all dirt and debris.
- B. Existing cracks (if applicable) will be cleaned of debris and filed full depth and level with the playing surface using Rhino Crack Filler. Cracks shall be ground smooth to court surface prior to application of RSS Acrylic Resurfacer coats.
- C. After a flood test and then a (1) hour wait in direct sunlight with temperatures seventy (70) degrees and rising, any areas of standing water remaining that cover a US Nickle shall be patched with Rhino Patch. Areas to receive patches shall be primed first with a mix of water and RSS Rhino Binder Latex mixed 2:1

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REVISION OF SECTION 627
ACRYLIC SURFACING

2. RSS Acrylic Concrete Primer

One squeegee applied coat of RSS Acrylic Concrete Primer shall be applied over all the courts to ensure adequate coverage of the concrete. A brush coat shall be applied to concrete outside the fence lines. Care should be taken not to leave any puddles of material.

3. RSS Acrylic Resurfacer

One (1) coat will be applied over the entire court. The mixture will be agitated in a one hundred (100) gallon paddled mortar mixer to provide a consistent and homogeneous solution. The acrylic resurfacer coat shall provide a uniform surface with no ridges.

4. RSS Acrylic Color

Two (2) coats of the mixture will be agitated in a one hundred (100) gallon paddled mortar mixer to provide a consistent and homogeneous solution. The mixture will be applied over the entire court surface using a rubber-tipped squeegee in two separate applications with sufficient drying time allowed between coats. The color is to be free of ridges and shall have a uniform appearance.

5. Playing Lines

One (1) coat of RSS White Textured Line paint shall be applied, two inches (2") wide and will be accurately located and marked by snapping a chalk lines and placing one-inch (1") masking tape guides using a line taper to USTA Specifications for doubles play. All lines will be primed first with (1) coat of RSS Tape Sealer to provide a uniform crisp line.

Method of Measurement:

Acrylic surfacing shall not be measured but shall be paid for at the contract lump sum unit price.

Basis of Payment:

Pay Item

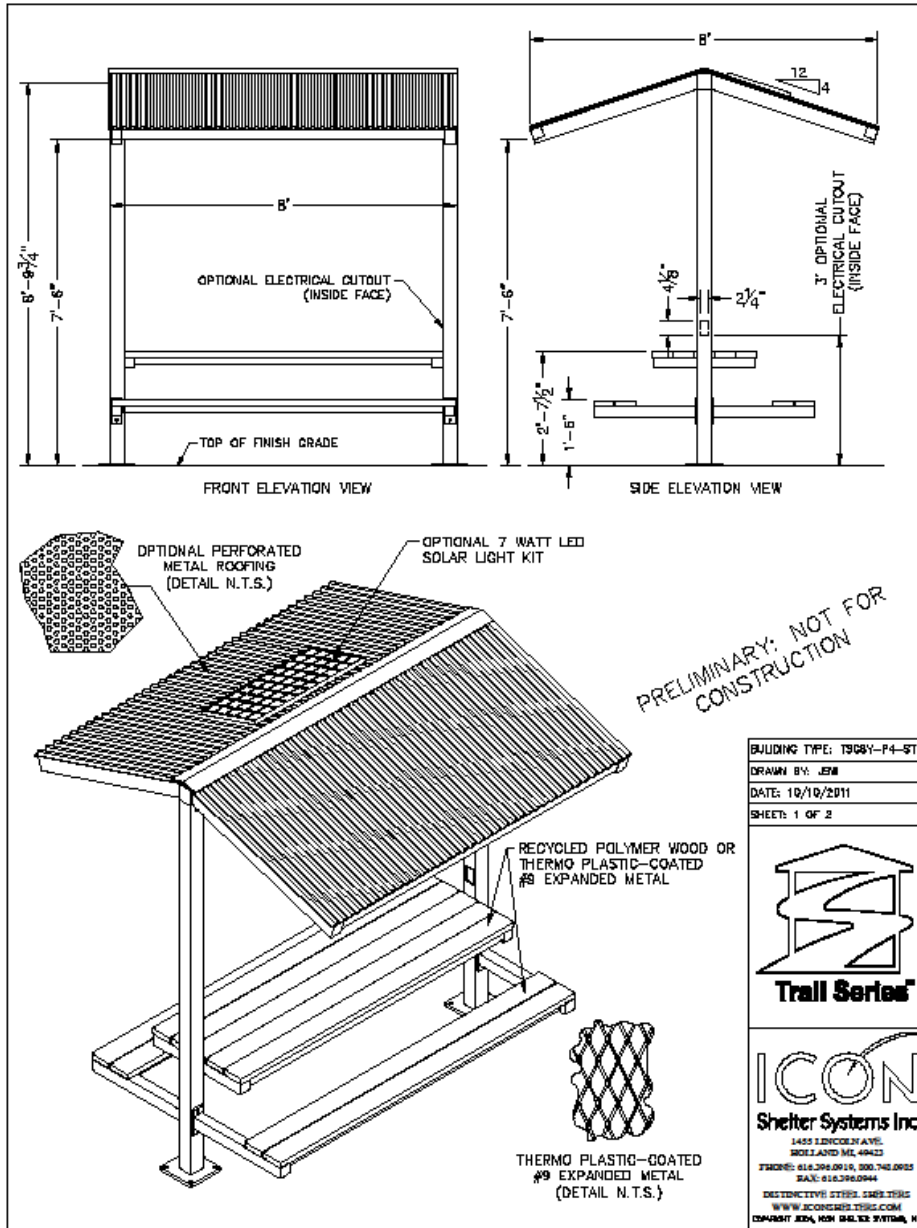
Pay Unit

Acrylic Surfacing

Lump Sum

622 ALTERNATE AMENITIES DESIGN SPECS

A. STRUCTURE (2) DETAILS TSG8Y-4-ST by ICON OR approved equal



COLOR EXAMPLE



B. BENCHES (2) DETAIL Envirodesign TB6B-01 Recycled Plastic Lumber 6ft Classic OR approved Equal

**Backed Park Bench without arms w/ Cedar Boards and Black Bases OR approved equal.
Note below example is with green base – base is to be BLACK with CEDAR BOARDS**



P. CONSTRUCTION DRAWINGS

ATTACHMENT 1