MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: March 12, 2020

RE: Traffic Control Gate Update and Discussion

HISTORY:

At the last meeting, the Board approved moving forward with electric versus solar for the gates and choosing one of three gate bids, if acceptable and within budget. Staff was also gathering additional information regarding the cost estimate to run electric.

DISCUSSION:

Gates

Staff received a bid from Rocky Mountain Access Controls (Exhibit A). The total price of their proposal is $51,999. However, there are items missing from their bid such as the Police and Fire systems that we specifically asked them to include. In addition, they are excluding any traffic control during installation, any permits and a performance bond from the contract. They also will only warranty the work for one year; the contract asks for two years. Based on their exclusions in the Contract and their estimate, staff recommends eliminating Rocky Mountain Access Controls.

Wizard Works submitted a bid for $88,921.17 (Exhibit B). Their bid includes several items that would need to be removed or changed. However, staff received this bid on Saturday and therefore did not have time to go through it with them to make revisions. In addition, they offer only a 1-year warranty versus the 2-year warranty requested by the Town bid documents. In addition, several items that are the same or comparable to the other bids received, seem to be priced higher. Wizard Works proposal, as is, exceeds the budget.

The final bid was received from DGO. Their total bid amount is $53,363.10 (Exhibit C). Staff believes the DGO bid includes all the required items and is the most reasonable.

A couple changes to note:

1) Cameras were removed from the current project scope. This was done based on a discussion with the Sheriff's department in which they stated unless the images captured were of high quality, they would not be able to prosecute. They stated that in their experience, the quality of the images is not usually sufficient.
2) 4 keypads for police access were added in place of the SOS systems. While the Traffic Committee recommended not installing keypads, Captain Daniel Joyce from the Sheriff's department stated, "The Sheriff's Office would prefer keypad entry". The access code will only be given to the Sheriff's department.

If the Town accepts the Terracare bid for the road work and the DGO bid for the gates, below is the total project cost estimate.

Terracare road work estimate	$83,545.90	Exhibit D
DGO gates estimate	$52,418.10	Exhibit C (Decreased by $945 for 200 RFID stickers to be paid for by the residents that want to purchase additional stickers)
Electric estimate	$18,000.00	Exhibit E
TOTAL	**$153,964.00**	

Electric

To begin the process with IREA for the electric, the Town will need to submit a work request and will then be given a Contract Authorization form to be completed. Once the Contract Authorization form is submitted an engineer will be assigned to the project and will schedule a site meeting. IREA has indicated that the time frame from the filing of the work request to completion of construction is being quoted at approximately 10 to 14 weeks.

Insurance

Our insurance company, CIRSA, has confirmed the gates will be covered under miscellaneous property. They were unable to give us a definite quote until they have more specific information. However, using a value of $85,000 and March 1 as the starting date, the ballpark prorated premium for 2020 would be approximately $112.41 (which would mean approximately $135 per year for the two gates).

Approval

Before beginning the process with IREA, staff will need signed agreements for the road work and gates. Staff is seeking approval to move forward to get contracts in place with Terracare and DGO then once those are in place, submit a work request with IREA. The electric work should be able to be run concurrently with the road and gate construction. Staff will keep the project moving forward, providing the Board with updates and approvals if costs increase or any unforeseen changes occur.

EXHIBITS:

Exhibit A:	Rocky Mountain Access Controls Estimate
Exhibit B:	Wizard Works Estimate
Exhibit C:	DGO Estimate
Exhibit D:	Terracare Estimate
Exhibit E:	Memo from SEH

Exhibit A

303-339-6746
FAX: 303-339-6996

PROPOSAL

February 26, 2020

Estimate No: 11920

Ref: Town of Foxfield-S Richfield Street and E Fremont Avenue Traffic Gates

We propose to supply and install four (4) ***Barrier Arm operator systems*** contingent on 120Vac power being supplied to each island and agreed upon conditions of performance:

- Qty 4 HySecurity StrongArmPark DC 14 continuous duty barrier arm with 14' aluminum arm kits, SMART touch controller, LED light kit and bumper kit, 120vac with built in UPS (battery backup); (1)entry/(1)exit barriers at two unique locations
- Qty 4 TRES-900 transponder reader
- Qty 560 Windshield transponder tags
- Qty 2 DoorKing 1838-081 Access Controller mounted in NEMA 4 enclosure; programming via RS232 connected locally To laptop
- Qty2 DoorKing 1801-008 batteries
- Qty 2 Keyswitch override to lock arms in open position
- Qty 4 Saw cut vehicle sensing loops with sealant (closing loop)
- Qty 4 HY-5B loop detectors with adjustable sensitivity
- Qty 4 4" bollards with covers
- Qty 2 Knox key switch for emergency access
- Qty 1 Labor to install the above listed system and training

Total Price (supply and install): $51,999.00

Description: Entry open activation is by windshield transponders. Exit activation is by windshield transponders. Close activation is by a vehicular loop. Fire Department emergency access is by Knox key switch.

Notes and Exclusions: Telephone, ethernet or cellular communication to access controllers is excluded. Traffic control and flagging is excluded. Ongoing programming of time zones and devices at access controllers is excluded. Cameras and NVR are excluded. Road, island, asphalt and concrete work is excluded. Permits and performance bonds are excluded. All private locates are excluded. Proposal for installation is valid for 30 days. Supply and install of all conduits and cabling between supply, gates and controls for electrical power and communication is excluded. Supply and install of all requisite earth ground components and surge suppression is excluded. Any additional access controls by others.

Warranty: Rocky Mountain Access Controls, Inc., and its sub-contractors warranties that the workmanship, techniques, and procedures used in its installations shall be of professional quality, in accordance with factory recommendations, and shall be free from defect for a period of one (1) year from date of substantial completion. This warranty to cover anchors, fasteners and other incidental supplies used to install product. Rocky Mountain Access Controls, Inc. shall administer manufacturer's warranties on products, equipment and associated controls sold by Rocky Mountain Access Controls, Inc. according to respective factory terms and conditions. Warranty excludes service, repair, or replacement of equipment, which is damaged, or operating improperly due to severe weather, other acts of nature, vandalism, abuse, or misuse.

Upon entering into an agreement, either a purchase order must be issued by the Customer, or a contract supplied by Rocky Mountain Access Controls, Inc. is signed and returned authorizing us to proceed with any work.
Rocky Mountain Access Controls, Inc.

Cary Ruark
www.rmacontrols.com
cruark@rmacontrols.com
Cell 303-808-4801

Rocky Mountain Access Controls, Inc.

303-339-6746
FAX: 303-339-6996

Exhibit B

The Magic of Technology
WIZARDWORKS
Security Systems, Inc.

Estimate

wizardworkssecurity.com
303-798-5337

1960 N Rocky View Rd.
Castle Rock, Co. 80108

wizard-works@att.net

	Date	Estimate #
Ship To	3/7/2020	20-1162

Foxfield HOA
Atn: Karen Proctor
7376 S Quintero Cir
Parker, CO 80016

Foxfield HOA

Terms 40/30/30

Project

Item	Description	Qty	Rate	Total
	-=- Barrier Arm Gates -=-			
HY-DCPRK-...	HySecurity StrongArmPark DC 10 - Parking Barrier Arm gate operator for arms up to 14'. 110VAC	4	4,080.00	16,320.00T
HY -MX418...	Strong Arm Park 10' Arm with LED and rubber edge	4	522.00	2,088.00T
HY-MX0031...	Breakaway bracket hardware kit	4	22.00	88.00T
HY-MX0036...	Hy Security Breakaway Bracket for DC Park Gate Operator	4	252.00	1,008.00T
IRB-325	EMX IRB-325 Photo Beams with Hoods - 325 compliant	4	315.00	1,260.00T
IRB-PST	Mounting post for Photo Eye - 3" x 42" - Black with cap.	4	175.00	700.00T
OPT-OVS01...	Optex Vehicle Presence Sensor	6	480.00	2,880.00T
OPT-OVSM...	Optex Mini Post for OVS-01GT	6	200.00	1,200.00T
OPT-PS	Optex Power Supply for OVS-01GT	6	40.00	240.00T
BEA-LZR-H...	BEA LZR-H100 is a laser-based time-of-flight sensor designed for gate and barrier applications	2	1,390.00	2,780.00T
OPT-OVSM...	Optex Mini Post for OVS-01GT	2	200.00	400.00T
OPT-PS	Optex Power Supply for OVS-01GT	2	40.00	80.00T
LABOR-BL2...	Installation of Barrier Arm Gate Operator. Includes mounting Operator, installing gate, hooking up control wires. Does not include Electrical Work or permits.	4	2,460.00	9,840.00T
	Sub Total - Gate operators and accessories			38,884.00
	-=- FD Equipment -=-			
DK-1815-050	DoorKing Wiegand Keypad Surface Mount	4	558.00	2,232.00T
GNS	Gooseneck Stand - Single head	4	186.00	744.00T
KNOX 3502	KNOX Key Switch with back plate.	2	190.00	380.00T
LABOR{218}	Labor to install Access Equipment	2	1,875.00	3,750.00T
	Sub Total - FD Equipment			7,106.00
	-=- AVI System -=-			
900.2	TRES 900 UHF Long Range Reader - 18 to25 ft. - Output: Wiegand, Serial, or TCP/IP - Read/Write Any EPC Gen2 tag	4	2,400.00	9,600.00T
P-308S	3" x 8' WI Line Post, cap - Black coated	2	93.00	186.00T
12-6-1	Power Supply - 12/24VDC, 6 AMP, 1 Output. FACP interface	2	375.00	750.00T
ENC-BB202...	Bud Industries VC-9921 electronics cabinet, 19.72" x 23.62" x 17.72"	2	336.00	672.00T
900-WS421C...	Windshield Sticker - Covert CLR - min order is 100	1,000	11.39286	11,392.86T

Total

Signature

DATE _____

The Magic of Technology
WIZARD WORKS
Security Systems, Inc.

1960 N Rocky View Rd.
Castle Rock, Co. 80108

wizard-works@att.net

Estimate

wizardworkssecurity.com
303-798-5337

	Date	Estimate #
Ship To	3/7/2020	20-1162

Foxfield HOA
Atn: Karen Proctor
7376 S Quintero Cir
Parker, CO 80016

Foxfield HOA

Terms 40/30/30

Project

Item	Description	Qty	Rate	Total
DK-1838-081	DoorKing 1838 Access Control Unit with 3000 code capacity - Includes Enclosure and power supply	2	2,202.00	4,404.00T
DKS-1800-080	DoorKing Cellular Control Box - Voice & Data - Requires monthly plan	2	598.00	1,196.00T
DKS-1812-C...	DoorKing Cellular Voice & Data Package - Annual Subscription	24	47.94	1,150.56T
DK-RAS	DoorKing Remote Account Software for Access Systems - Included with 1838	1	0.00	0.00T
DK-RSW	DKS Remote Software setup and installation.	1	300.00	300.00T
NANO ACP...	Ubiquiti Networks® UniFi Enterprise WiFi System. The UniFi ac Pro Access Point, is an indoor/outdoor, high-performance, 802.11ac dual-band access point, capable of speeds up to 1750 Mbps with a range of up to 122 meters.	2	300.00	600.00T
UBT-US-8-1...	Ubiquity 8 Port Managed Gigabit POE+ Switch w/ SFP - 150W	2	199.00	398.00T
DK-1200-080	DoorKing Transformer Box - Keyed		195.00	195.00T
LABOR{218}	Labor to install Access Equipment	2	2,750.00	5,500.00T
	Sub Total - AVI System			36,344.42
GN-T433	Payment terms are 40% due with signed proposal, 30% due upon delivery of equipment and 30% due upon completion. Bonding is not to be required. Wizard Works does not accept retainage on payments as we provide Warranty with all equipment and installations.		0.00	0.00T
GN-PEQ	GENERAL NOTES 1) All conduit runs provided by others, Wizard Works to work with contractors to insure conduits are correctly placed. All lines to have pull strings. 2) All underground conduits to have factory sweeps installed. Heated bends are not to be used. 3) All conduits are to be stubbed no more than 2" from edge of conduit to building face. All conduits are to be straight and no less than 24" out of ground. 4) All conduits are to be sealed and kept clear of concrete, dirt,		0.00	0.00T

Total

Signature

DATE _____

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WIZARD WORKS
Security Systems, Inc.

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wizard-works@att.net

Estimate

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Terms **40/30/30**

Project

Item	Description	Qty	Rate	Total
	water, rocks and other foreign objects. 5) All concrete work is by others. Wizard Works is to work with contractor to make sure concrete is correct. 6) Fire Department may require additional equipment for the access system. These items will be added to the final invoice if required. 7) WWSSI to follow UL-325 and OSHA guidelines. 8) WWSSI to provide cert. of insurance: auto, liability, WC. Wizard Works will provide complete training to end user for the complete system. 9) Site to provide 110VAC service to access equipment as required. This design requires constant AC Power. 120VAC 15A required for each gate. Min. of 2 circuits per island. Gates do have battery back up. 10) Cost of permits to be added to final invoice if required. 11) Job schedule is to be provided with order. Changes to schedule by customer may cause delays in completion and additional cost. 12) Proposal good for 30 days 13) Warranty for equipment is limited to the warranty extended by the OEM or one year from date of installation. 14) Price is subject to information provided by the purchaser and dependent upon the accuracy of such information. 15) Balances that are unpaid after due date will have a 1.5% interest charge added to balance. In the event legal action is required to enforce the terms of this agreement, the prevailing party shall, in addition to damages or equitable relief, be awarded its reasonable attorney's fees and cost whether incurred before or after commencement of a civil action.			

Total

Signature

DATE _____

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Estimate

wizardworkssecurity.com
303-798-5337

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Terms 40/30/30

Project

Item	Description	Qty	Rate	Total
GN-JN	JOB NOTES: This proposal covers all items Wizard Works is to provide all work Wizard Works will be responsible for and all terms Wizard Works is agreeing to. Wizard Works will provide complete detailed drawings on all equipment layouts and elevations along with all equipment cut sheets upon acceptance of this proposal. This system is designed per the requesting RFP.		0.00	0.00T
	Foxfield Combined		8.00%	6,586.75

Total $88,921.17

Signature _____

DATE _____

Exhibit C

DGO ACCESS, LLC

LIC. # 243143

1401 Main Street
Unit B
Longmont, CO 80501

Estimate

Date	Estimate #
3/5/2020	10570

Name / Address
Town of Foxfield c/o Erica Olsen, SEH 2000 S Colorado Blvd. Suite 6000 Colorado Centre Tower 1

Ship To
Town of Foxfield c/o Erica Olsen, SEH 2000 S Colorado Blvd. Suite 6000 Colorado Centre Tower 1

Rep	JD

Item	Description	Qty	U/M	Rate	Total
	Furnish & Install Access Control with (4) RFID Readers, (4) Barrier Arms and (2) Cameras per Instructions * ALL SITEWORK IS EXCLUDED - BY OTHERS *				
	Cameras (DELETED)				
ADI # HX-O...	HIKVISION 2MP IP OUTDOOR VF DOME CAMERA Hikvision Usa Inc. > ADI #: HX-OD2722VZ Model #: DS-2CD2722FWD-IZS Outdoor Dome, 2MP/1080p, H264, 2.8-12mm Motorized Zoom/Focus Day/Night, 120dB WDR, Alarm I/O, Audio I/O, uSD, IR (20m), IP67, PoE/12VDC • 2.8-12mm Motorized Lens • 100 ft. IR Range, True Day/Night • Supports H.264+ • 120dB WDR • IP67/IK10 Rating • 12V/PoE • White or Black Finish	0		443.83	0.00T

Subtotal

Sales Tax (0.0%)

Total

Phone # **303-485-1700** **a.p@dgoaccess.net** **Fax #** **303-485-1702** **www.dgoaccess.net**

DGO ACCESS, LLC

LIC. # 243143

1401 Main Street
Unit B
Longmont, CO 80501

Estimate

Date	Estimate #
3/5/2020	10570

Name / Address
Town of Foxfield c/o Erica Olsen, SEH 2000 S Colorado Blvd. Suite 6000 Colorado Centre Tower 1

Ship To
Town of Foxfield c/o Erica Olsen, SEH 2000 S Colorado Blvd. Suite 6000 Colorado Centre Tower 1

Rep	JD

Item	Description	Qty	U/M	Rate	Total
ADI # HX-W...	BRACKET,WALL MOUNT,LONG,W/JUNCTION BOX Hikvision Usa Inc. >\ ADI #: HX-WML Model #: WML BRACKET,WALL MOUNT,LONG,W/JUNCTION BOX,	0		54.43	0.00T
ADI # HX-PC...	BRACKET, PENDANT CAP, 135MM Hikvision Usa Inc. >\ ADI #: HX-PC135 Model #: PC135 BRACKET, PENDANT CAP, 135MM	0		31.33	0.00T
	Power Connection				
Transformer ...	Transformer, 12vdc 1-9-2020	2		73.62	147.24
	Barrier Gates				
HY SECURI...	HY SECURITY DC10 Barrier Gate 9-26-2019	4		2,760.75	11,043.00T
HY SECURI...	Replacement Arm, PVC 10FT Item #: MX3472 Supplier: HySecurity Replacement Arm, PVC 10FT	4		352.35	1,409.40T

Subtotal

Sales Tax (0.0%)

Total

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Item	Description	Qty	U/M	Rate	Total
Stainless An...	Simpson Strong-Tie 5/8 in. x 2-1/2 in. Stainless Steel Drop-In Anchor (25 per Pack)	4		419.1075	1,676.43T
Hy-Security ...	Hy-Security MX 4125 Strong arm dc 10 loop detector	8		174.15	1,393.20T
Loop prefor...	RL1840, loop, preformed, 3X6 w/40' lead (8x2=16)	8		102.60	820.80
AXS # IGAZ...	REFLECTIVE PHOTO EYE 50FT (4x1.5=6)	4		80.325	321.30T
	Access Control Software and Hardware, RFID Readers and Start Up Tags,				
AXS #CARM...	EXTERIOR STICKER TAG FOR METALLIC WINDSHIELD (no labor) (added 200)	760		4.725	3,591.00T
AXS #DOLC...	Long-range UHF Reader (4x4=16)	4		1,470.15	5,880.60T
Door King 18...	Multi-Door Access Controller - 3000 Codes(1838-081) (2x4=8)	2		1,203.73	2,407.46T
Door King 18...	RS232/422/485 converter (2x2=4)	1		138.51	138.51T
Door King Ac...	Door King Account Manager Software (2x1=2}	1		0.00	0.00
POST FOR ...	post for mounting cameras 3"x3" sq post 3' anchored in cement and 10' above grade (4x2=8)	4		357.75	1,431.00
IRB Mountin...	IRB Mounting post IRB325 (8x1.5=12)	8		39.2575	314.06
Wire 18/8 Sh...	Wire 18/8 Shielded	500		0.4995	249.75T

Subtotal

Sales Tax (0.0%)

Total

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Rep	JD

Item	Description	Qty	U/M	Rate	Total
WIRE CAT 5	WIRE CAT 5	120		0.10125	12.15T
	SCOPE OF WORK				
	1.0 ALL SITE PREPARATION BY OTHERS.. A. CONDUITS FOR LOOP DETECTORS UNDER CURB AT ROAD BASE HEIGHT REQUIRED AT EACH GATE OPENER. 3/4" B. CONDUIT FOR LOW VOLTAGE ELECTRICAL REQUIRED AT EACH GATE OPERATOR AND EACH POST FOR RFID HEAD ENDED AT CENTRAL LOCATION FOR CONTROLLER. 2.0 CONCRETE CURB AND GUTTER AND TOPPING BY OTHER. A. BASE FOR GATE OPERATOR IF TOPPING MUST BE REINFORCED TO A DEPTH SUFFICIENT FOR LOCAL CODE. B. PREFORMED LOOPS WILL BE LAID ON AND PINNED TO ROAD BASE BEFORE FINAL LIFT OR CONCRETE IS POURED. C. CAT 5E OR CAT 6 FOR CAMERAS MAY SHARE LOW VOLTAGE CONDUITS				

Subtotal

Sales Tax (0.0%)

Total

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Item	Description	Qty	U/M	Rate	Total
	TO PHOTO CELL AREA AND RFID CARD READERS. 3.0 DGO ACCESS TO PROVIDE A COMPLETE INTEGRATED PACKAGE OF SOFTWARE, HARDWARE AND CREDENTIALS FOR A COMPLETE WORKING SYSTEM PER PLANS AND SPECIFICATIONS.				
	LIFE SAFETY				
SOS Siren O...	SOS Siren Operated Sensor (deleted)	0		604.16	0.00T
Fire Strobe 2...	The main processor board comes mounted in a NEMA R/T J-box. Note grounding of the box as well the circuit board is called out in the installation instructions. he photoeye assembly, should be mounted on a 2" X 2" structural post to accommodate the height requirement of approximately 8' to 10'. The post should be strong enough to prevent accidental movement of the photoeye assembly after installation. (revised 2 deleted)	2		768.76	1,537.52T
Firestrobe PEA	Firestrobe PEA, assy., FSC-2000 P/eye (added 2)	2		204.25	408.50

Subtotal

Sales Tax (0.0%)

Total

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Rep	JD

Item	Description	Qty	U/M	Rate	Total
IDEAL Mfg. ...	MAINTENANCE AND SNOW REMOVAL ACCESS (STANDARD ON ALL GATES AS OF 1/1/2011)	2		0.00	0.00T
1.02 Comme...	Labor charges for work performed, Driver: , Date: .	200	hr	65.00	13,000.00
1.021 helper ...	helper on job, Driver , Date: .	200	hr	32.77	6,554.00
	Addition the Sheriff Department wants us to add key pads and delete SOS				
Goose Neck ...	Gooseneck Pedestal 42" Curb Mount	4		142.12	568.48T
ADV-05	5 code key pad	4		114.675	458.70T

Subtotal	$53,363.10
Sales Tax (0.0%)	$0.00
Total	$53,363.10

Phone # **303-485-1700** **a.p@dgoaccess.net** **Fax #** **303-485-1702** **www.dgoaccess.net**

Exhibit D

Terracare Associates

PROJECT NAME: Fremont and Richfield Gates

Addendums 1, 2 & 3 Acknowledged **LOCATION OF PROJECT: Town of Foxfield**

Contractors Bid Tab

Prepared By: **Scott Siskind**
Date Prepared: **2/12/2020**

	Item	Unit	Quantity Fremont	Quantity Richfield	Quantity Total	Unit Cost	Extended Cost
201-00000	Clearing and Grubbing	LS	0.5	0.5	1	$2,815.20	$5,630.40
202-00220	Removal of Asphalt Mat	SY	23	0	23	$30.77	$707.71
203-00060	Embankment Material (CIP)	CY	100	72	172	$58.09	$9,991.48
208-00000	Erosion Control	L S	0.5	0.5	1	$1,333.20	$2,666.40
212-00005	Seeding (Native)	SY	167	61	228	$0.60	$136.80
216-00042	Soil Retention Blanket (Biodegradable Straw/Coconut)	SY	41	18.5	59.5	$2.94	$174.93
304-06007	Aggregate Base Course (Class 6)	CY	34	22	56	$76.80	$4,300.80
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	SY	12	0	12	$101.75	$1,221.00
506-00000	Riprap (9 Inch)	CY	2	1	3	$561.13	$1,683.39
603-10180	18 Inch Corrugated Steel Pipe	LF	60	42	102	$100.15	$10,215.30
603-10360	36 Inch Corrugated Steel Pipe	LF	75	0	75	$138.85	$10,413.75
609-20010	Curb Type 2 (Section B)	LF	33	0	33	$49.06	$1,618.98
610-00030	Median Cover Material (Concrete)	SF	37	0	37	$8.25	$305.25
612-00038	Delineator (Flexible) (Clamp Mounted)	EACH	8	9	17	$66.75	$1,134.75
613-07018	Pull Box (18"x12"x8")	EACH	1	1	2	$1,049.98	$2,099.96
613-00200	2" Non-Metallic Conduit (CIP)	LF	30	30	60	$9.65	$579.00
614-00037	Sign Panel (Special)	EACH	3	2	5	$260.00	$1,300.00
614-00218	Steel Sign Post (2.25x2.25 Inch Tubing)	EACH	6	4	10	$142.80	$1,428.00
630-00016	Traffic Control (Special) LS	L S	0.5	0.5	1	$3,473.45	$6,946.90
622-00270	Bollard	EACH	4	4	8	$582.00	$4,660.64
900-00007	Chain	EACH	1	1	2	$210.00	$420.00
622-00846	Gate System/ **Includes Sitework for Gates Only**	EACH	1.0	1.0	2	$6,645.23	$13,290.46
							$80,925.90

Insurance and Bonding	$2,200.00
Mobilization	$420.00
Total of Construction Bid Items	$80,925.90
Total Project Cost	$83,545.90

Additional items

1 Year Maintenance cost

NOTES: **Excluded all permits. Electrical power supply by others. All work related to the gates by others.**

02/12/20 13:02:57
K:\2020 BIDS\001- Foxfield Road & Gates\[Copy of Bid Tab.xlsx]Bid Tab

Exhibit E

Building a Better World
for All of Us®

MEMORANDUM

TO: Karen Proctor, Town of Foxfield

FROM: Erica Olsen, PE (Lic.CO))

DATE: March 6, 2020

RE: Electrical for Town Gates

To Whom it May Concern,

As requested by the Town of Foxfield, SEH has evaluated the impacts of obtaining an electrical connection for the proposed Town Gates at Richfield and Fremont.
SEH consulted with an electrical engineer and contacted IREA to verify the possibility and discuss costs and schedules. IREA did confirm that the nearest poles to the sites are their facilities.

The initial estimate for electrical design, wiring, conduit and connection from the drop to the sites, meter with breaker and connection drop by IREA, and 15% construction contingency is estimated to total approximately $18,000.

Electrical Design & Construction	$7,000.00
IREA Connection	$3,000.00
Meter w/ Breaker	$3,500.00
Wiring & Conduit	$2,000.00
Sub Total	$15,500.00
15% contingency	$2,325.00
Total Estimated Cost	$17,825.00

The first steps of this process is to fill out Contract Authorization forms and submit to IREA with $200 fee for each location. Upon receipt of these documents IREA will assign an internal engineer who will follow up with our team for a site meeting and design options.

Once the Contract Authorization form is received with payment of the design fee, it is typically 2 to 3 weeks before the engineer is able to contact the applicant to then schedule the site meet. Start to finish (Opening the work request to when the construction is completed by IREA is currently being quoted at approximately 10 to 14 weeks, which of course, is subject to change depending upon the numerous unforeseen factors such as requirements for surveying or easements, weather, etc.)

This is not a final proposal of scope and cost. These costs are based on industry standards and estimates for the expected design. The costs would be further defined after the site meeting with IREA design engineers.

c: Scott Jardine, Gavin MacWilliam
p:\fj\f\foxfd\126350\cip projects\freemont gate\planning\seh memo - electrical connection.docx

Exhibit F

GATE Q & A's:

Permit Costs – submitted by and cost is covered by who?
CDOT-Access Permit: has been received and there was no cost (if any other CDOT permits are required there is no cost to a government agency)
South Metro- Vehicle Access Gate Permit: $262.54

Bond and Insurance – we as a Town are bonded and Insured but as an acting Prime Contractor is the scope the same? For example: Environmental Insurance for projects?
The Town is not acting as the Prime Contractor, we will simply be managing two contractors. Both Terracare and DGO are bonded and insured. Both will have separate contracts with the Town that will be reviewed and approved by the Town Attorney.

Electrical contractor bid – Needs some clarity - are IREA costs are only $8,500? and the Electrical Design and Construction $7,000 includes SEH design + sub-contractor for the electrical work from the circuit breaker to the gate? Also, these are industry standards and estimates. Have we received actual bids from an electrical contractor and if so, is an actual bid for the work from the circuit breaker to the gates included in these projections?
We need to have the initial meeting with IREA in the field and the options their engineer will present before refining these estimates. Based on the discussions we've had with our electrical engineer and IREA the costs should include everything from getting the power off the poles to turning on the gates. There is some grey area on where the work splits between IREA and our contractor but that's part of what we will define with the IREA meeting.

Contingency – Typically a General or Prime Contractor will add 10 – 20% to a project for unforeseen occurrences. This is added to the bottom line of the entire project. The General or Prime Contractor is the liaison between all sub-contractors - porta -potty, permits, signage, grading, electrical, IREA, asphalt, concrete, electrical, inspections, landscaping etc. as well as the account for all the sub-contractors so that you get one monthly bill (or whatever the agreement with the Prime is) and a "turn-key" product.
Since there are just multiple contractors, not a prime and subs, each contractor will be responsible for their own mobilization and administration costs.

Liquidated Damages – in the event that the project is delayed there is typically a monetary penalty for the General or Prime Contractor. Example to cover the costs of storage of materials, continued rental of traffic signs warning of construction etc. This is another expense to be added on as contingency if we are the acting Prime contractor.
There is a Liquidated Damages table in the Final Payment section of the specifications. This would still apply to each contractor individually.

DGO still has included in bid posts for mounting cameras $1431.00. Should that be deleted since we're not installing cameras?
The post are also for the RFID readers

There is nothing mentioned about maintenance or warranty?
They will warranty the work for 2 years as our documents require. They will put together a maintenance agreement if we want it however DGO told me that that it would honestly be a waste of money. The maintenance agreement does not cover collisions or acts of God, so he said that it is unlikely, especially during the 2-year warranty period, that we will need any maintenance. DGO said time and materials would likely be less costly.

Will they be providing training after installation?
Yes, we will receive extensive training. DGO also offers free technical support over the phone for the life of equipment

What are their payment terms?
Thirty percent at inception.
Thirty percent when material arrives.
Thirty percent at substantial completion.
Ten percent retainage held for 60 days after substantial completion.

What is the contractors policy on change orders?
Change orders must be approved in writing by both parties except where immediate action is required to mitigate damages caused by unforeseen events such as floods gas leaks, acts of god. At that point the site is to be made safe and an estimate will be given to resume under the existing contract with any changes required. In general, change orders for additional work requested on the Town's behalf will be supported by an estimate and approved by both parties. Material will be added at parts book price plus 10%

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into this ____ day of _____, 20__, by and between the TOWN OF FOXFIELD, P.O Box 461450, Foxfield, Colorado 80046, a Colorado municipal corporation (the "Town"), and _____, a _____ ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby 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 ten (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 ten (10) days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the ___ day of _____, 20__, 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 the Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with 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 the Contract, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Contract; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the contract; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Contract.

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

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

F. 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. 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 Arapahoe County, Colorado.

7. 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.

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

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

10. 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: _____
Town of Foxfield
P.O. Box 461450
Foxfield, Colorado 80046

Contractor: _____
_____
_____
_____

11. 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.

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

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town, its officers, and its 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 or employees.

15. 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.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FOXFIELD, COLORADO

_____
Lisa Jones, Mayor

ATTEST:

_____
Randi Gallivan, 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

NO EMPLOYEE AFFIDAVIT

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

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with 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;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence* <u>*and*</u> *identity.*

OR

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

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

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

_____ _____

Contractor Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____

Notary Public

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 Foxfield shall rely on the information provided.

This information is provided for the Town of Foxfield, 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

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 ten (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

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 Foxfield concerning the _____.

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

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

Sincerely,

_____
_____, Project Manager

_____
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, (hereinafter called Principal) as PRINCIPAL, and, (hereinafter called the SURETY) as SURETY, are held and firmly bound unto the Town of Foxfield, 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)	(PRINCIPAL)
By: _____	By: _____
Title: _____	Title: _____

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

PAYMENT AND PERFORMANCE BOND

Bond No._____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

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

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Foxfield, 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 Contractor'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 Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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

ATTEST:

By: _____

Title:_____

PRINCIPAL

By:_____

Title:_____

Address:_____

_____

(Corporate Seal)

SURETY

ATTEST:

By: _____

Attorney-in-Fact: _____

Surety:_____

By: _____

Title: _____

Address:_____

_____

(Surety Seal)

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

CERTIFICATE OF FINAL PAYMENT

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

CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

TO: _____ 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 FOXFIELD, COLORADO

By: _____

Title:_____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

A. Bid Form (Including Bid Summary);
B. Bid Schedule;
C. Bidder's Qualification Statement;
D. Construction Contract;
E. 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

1.02 CHANGE ORDER:

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

1.03 CITY:

The Town of Foxfield, 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 as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

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

1.09 PROJECT MANAGER:

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

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or 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 Town of Foxfield 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" shall be precipitation, temperature, or wind. An "adverse weather condition" is weather that on any calendar day varies from the average weather conditions for that day by more one hundred percent (100%) as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" shall

mean 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 (2) days when the snowfall exceeds the average snowfall for that day by one hundred percent (100%), those two days will have experienced an "adverse weather condition." However, there will have been no "unanticipated adverse weather conditions" in March, because there are four (4) anticipated adverse weather days in March, which should be accounted for in the Contractor's schedule. Contractor will not be entitled to a delay. If, however, there are five days in which the snowfall exceeds the average snowfall by one hundred percent (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 seven (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 shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor 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*., as amended.

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 fully 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 Foxfield 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.

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 forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) 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 (2) years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. 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:

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.

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.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. 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 twenty-four (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. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars ($100,000) each accident, five hundred thousand dollars ($500,000) disease – policy limit, and one hundred thousand dollars ($100,000) disease – each employee.

Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million ($1,000,000) each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.

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

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 (2) 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 fifteen (15) 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 ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

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 the 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 Board of Trustees. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the 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 one hundred five percent (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 one hundred twenty five percent (125%) or decreased below seventy five percent (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 ten percent (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 eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (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, date, 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).

SPECIAL PROVISIONS

1. General.

A. All labor, services, material, and other work necessary for the construction of **S. Richfield Street and E. Fremont Avenue Traffic Gates** 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 for the Town.

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

8. Construction Schedule.

A. Before Work is commenced and materials ordered, Contractor shall meet and consult with the Town regarding materials, equipment, and all arrangements for prosecuting the Work. At the time of the Pre-construction Conference, 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.

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.

9. Saturday, Sunday, Holiday and Night Work.

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

B. If 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 forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if 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.

10. Progress Reports.

A. Progress and Schedule Revision: Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each two (2) week period, or at such other times as the Project Manager may request. 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.

11. 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.

14. 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.

15. 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 forty-eight (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.

16. 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.

17. 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 twenty-four (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.

18. 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.

19. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of 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.

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

21. 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.

22. 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 or requirements of permits issued by the Town.

B. At the Pre-construction Conference, Contractor shall submit two (2) 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.

23. 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 eight (8) normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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. .

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

TECHNICAL SPECIFICATIONS

[Insert Technical Specifications]

CONSTRUCTION DRAWINGS

[Insert Construction Drawings