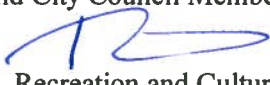



PARKS, RECREATION & CULTURAL SERVICES DEPARTMENT
MEMORANDUM # 2015 - 114

DATE: October 12, 2015
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David Willett, Acting City Manager 
Amanda Peterson, Director of Parks, Recreation and Cultural Services 
SUBJECT: CR-114 - Larson Park Renovation Design-Build Contract

RECOMMENDATION

Attached to this memorandum is CR-114, a resolution that, if approved, would:

1. Authorize the Mayor to execute a Design-Build contract between the City of Northglenn and Colorado Designsapes, Inc. for the **Larson Park Renovation Project** with a guaranteed maximum contract amount of **\$421,573**.

Staff recommends approval of the proposed Resolution as presented.

BACKGROUND

The Larson Park Renovation Project includes the design, labor, materials, equipment and construction services necessary for, and incidental to, the removal and replacement of the existing play equipment, relocation of the younger children's play equipment, addition of adult fitness equipment, a shaded pavilion, poured in place safety surfacing, and additional park amenities. The renovation will allow for highly desirable upgrades to Larson Park.

It is anticipated that Colorado Designsapes will begin efforts on design and community outreach immediately upon contract approval. The closure of the park and subsequent construction is anticipated to begin in the fall and be complete by the end of the year.

The use of a Design-Build contract was approved by Council Resolution 15-89 on July 13, 2015. As a project that includes both creative and technical elements, a Design-Build contract allows for the greatest flexibility in meeting the needs and desires of park users, while staying within a defined budget and providing a complete project. The Design-Build contract is written as a "not to exceed" cost proposal, which will allow the City to fully expend grant funds, without risk of exceeding the available budget. In addition, a "not to exceed" cost proposal will ensure that we are able to provide the best project possible with the funds available.

BUDGET/TIME IMPLICATIONS

Adams County Open Space discretionary funds were allocated for the Larson Park Renovation through the 2015 Capital Improvement Program with a budget of \$80,000. Funds in the amount of \$76,586 were secured through Adams County Open Space during the 2015 spring grant cycle. Additional funds were secured through Adams County's Community Development Block Grant program in the amount of \$264,987, allowing for a total budget of \$421,573.

The base pricing provided by Colorado Designsapes ranges from \$378,397 to \$389,547.85 for the three concepts submitted. As a design build project, the final design will be based on one of these concepts, but will vary based on public input and other design considerations. The final project will not exceed \$421,573, and will utilize the funds available in a manner that best meets the needs of the park and the community.

STAFF REFERENCE

Amanda Peterson, Director of Parks, Recreation & Cultural Services
Dana Kester, Parks Project Coordinator

apeterson@northglenn.org
dkester@northglenn.org

ATTACHMENTS

ATTACHMENT 1 CR-114
ATTACHMENT 2 Proposal

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-114
Series of 2015

Series of 2015

A RESOLUTION APPROVING A DESIGN-BUILD CONTRACT BETWEEN THE CITY OF NORTHGLENN AND COLORADO DESIGNSCAPES, INC. FOR THE LARSON PARK RENOVATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Design-Build Contract between the City of Northglenn and Colorado Designscares Inc., attached hereto, in an amount not to exceed \$421,573.00 for the Larson Park Renovation Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

Contract #2015-132

DESIGN-BUILD CONTRACT

Between

The City of Northglenn, Colorado

And

Colorado Designscapes, Inc.

Date: _____, 20__

TABLE OF ARTICLES

- 1 THE DESIGN-BUILD DOCUMENTS
- 2 WORK OF THE DESIGN-BUILD CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTES
- 7 MISCELLANEOUS PROVISIONS
- 8 ENUMERATION OF THE DESIGN BUILD DOCUMENTS

TABLE OF EXHIBITS

- A TERMS AND CONDITIONS
- B DETERMINATION OF THE COST OF THE WORK
- C INSURANCE AND BONDS
- D FORM OF PROPOSAL
- E SCOPE OF WORK
- F BOND AND INSURANCE REQUIREMENTS

DESIGN/BUILD TERMS AND CONDITIONS

DESIGN/BUILD CONTRACT, dated as of _____, 20___, by and between the City of Northglenn, Colorado, a Colorado home rule municipality (the "City") and Colorado Designscapes, Inc. (the "Design-Builder").

RECITALS

- A. The City has the authority to enter into this agreement pursuant to Section 7.3 of the Northglenn Charter, and, as required by Section 7.3 of the Charter, this agreement has received approval from the City Council and all necessary budgetary appropriations have been made;
- B. The City now desires to enter into a single construction contract providing for the design and construction of Larson Park Renovation, Northglenn, CO 80233 ("the Project").
- C. Design-Builder desires to provide the design and construction services for the Project required by City.

NOW, THEREFORE, in consideration of the sums to be paid to Design-Builder by the City, the foregoing premises and the covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE 1: THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Design-Build Contract between City and Design-Builder (hereinafter, the "Design-Build Contract") and its attached Exhibits: Supplementary and other Conditions; Addenda issued prior to execution of the Design-Build Contract; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the City, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the City, if any; other documents listed in this Design-Build Contract; and Modifications issued after execution of this Design-Build Contract. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and City, (2) between the City and a Contractor or Subcontractor, or (3) between any persons or entities other than the City and Design-Builder, including but not limited to any consultant retained by the City to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2)

a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the City.

ARTICLE 2: THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Design-Build Contract unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the City. The date of commencement shall be reflected on the Notice to Proceed

§ 3.1.1 If, prior to the commencement of Work, the City requires time to file mortgages, documents related to mechanic's liens and other security interests, the City's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of Notice to Proceed, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

Liquidated damages will occur beginning the first day after completion date, and the Design-Builder will begin incurring liquidated damages at the rate of \$2,000.00 per day.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than ninety (90) days from the date of Notice to Proceed.

ARTICLE 4: CONTRACT SUM

§ 4.1 The City shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum in accordance with Section 4.2 below;

Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;

Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

§ 4.2 STIPULATED SUM

§ 4.2.1 The Stipulated Sum shall be a Guaranteed Maximum Price of four hundred and twenty one thousand five hundred and seventy three Dollars (\$ 421,573.00), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the City:

N/A

§ 4.2.3 Unit prices, if any, are as follows:

Exhibit E - Amount of Compensation, dated September 10, 2015.

§ 4.2.4 Allowances, if any, are as follows:

N/A

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

N/A

§4.2.6 The Stipulated Sum with Guaranteed Maximum Price includes all costs and fees for design and construction, and is guaranteed by the Design-Builder not to exceed four hundred and twenty one thousand five hundred and seventy three Dollars (\$421,573.00). Such maximum sum is referred to in the Design-Build Documents as the Stipulated Sum with Guaranteed Maximum Price to be. Costs that would cause the Stipulated Sum with Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the City. To the extent that individual tasks are specifically identified within the Design Build Documents as having a not to exceed amount on a per task basis. The amount of the task shall not exceed the not to exceed amount for the task, and any excess shall be paid by the Design-builder without reimbursement by the City. 100% of the savings will be given back to the City of Northglenn.

ARTICLE 5: PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the City by the Design-Builder, the City shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the 28th day of the month, the City shall make payment to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the City after the application date fixed above, payment shall be made by the City not later than 30 days after the City receives the Application for Payment.

§ 5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the City to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder; less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule of values, unless objected to by the City, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the City shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Design-Build Contract. Such examinations, audits and verifications, if required by the City, will be performed by the City's accountants acting in the sole interest of the City.

§ 5.1.7 Except with the City's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment that have not been delivered and stored at the site.

§ 5.2 PROGRESS PAYMENTS - STIPULATED SUM WITH GUARANTEED MAXIMUM PRICE

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the City of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
3. Subtract the aggregate of previous payments made by the City; and
4. Subtract amounts, if any, for which the City has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances: N/A

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the City shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section A.9.8.6 of Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

§ 5.3 FINAL PAYMENT

§ 5.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Design-Builder no later than thirty (30) days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6: DISPUTES

§ 6.1 If the parties do not resolve their dispute through informal negotiations of the sort outlined in A.2.5.1, A.4, A.7.1, and A.7.2 of Exhibit A, Terms and Conditions, the parties shall resort to litigation only by filing an action in the Adams County District Court.

ARTICLE 7: MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals, and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in Colorado and are listed as follows:

Recreation Plus, Equipment
PKM Design Group, Design
C&C Construction, Plumbing

§ 7.2 Consultants, if any, engaged directly by the City, their professions and responsibilities are listed below:

N/A

§ 7.3 Separate contractors, if any, engaged directly by the City, their trades and responsibilities are listed below:

N/A

§ 7.4 The City's Designated Representative is:

City of Northglenn

Amanda Peterson
Project Manager
11701 Community Center Drive
Northglenn, CO 80233

§ 7.4.1 The City's Designated Representative identified above shall be authorized to act on the City's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:

Travis Sommervold
Colorado Designscapes Inc.
15440 E. Fremont Dr.
Centennial, CO 80112

§7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design Builder's behalf with respect to the Project.

§7.6 Neither the City's nor the Design-Builder's Designated Representative shall be changed without ten (10) days' written notice to the other party.

§ 7.7 Other provisions:

§ 7.7.1 Where reference is made in this Design-Build Contract to a provision of another Design Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design Build Documents.

§ 7.7.2 Payments due and unpaid under the Design Build Contract shall bear interest from the date payment is due at the rate stated below:

N/A

ARTICLE 8: ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Design-Build Contract, are enumerated as follows:

§ 8.1.1 The Design-Build Contract is this executed Design-Build Contract.

§ 8.1.2 The Supplementary and other Conditions of the Design-Build Contract, if any, are as follows:

Exhibit A – Terms and Conditions

Exhibit B – Determination of the Cost of the Work

Exhibit C – Insurance and Bonds
Exhibit D – Form of Proposal
Exhibit E – Scope of Work dated
Exhibit F – Bond and Insurance Requirements

§ 8.1.3 The Project Criteria including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the City, consist of the following:

Exhibit E – dated September 10, 2015

§ 8.1.4 The Design-Builder's Proposal, dated September 10, 2015, consists of the following:

Exhibit D – dated September 10, 2015

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:

N/A

§ 8.1.6 The Addenda, if any, are as follows:

Addendum #1, issued August 27, 2015
Addendum #2, issued September 9, 2015
§ 8.1.7 Exhibit A, Terms and Conditions.

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:

IN WITNESS WHEREOF, this Design-Build Contract is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design-Builder and one to the City.

CITY OF NORTHGLENN

Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Colorado Designscapes, Inc.
Company Name

Philip E. Johnson
Signature

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing document was acknowledged before me this 28th day of September, 2015 by Jacqueline Wilson as Project Administrator of the Colorado Designscapes, Inc.

WITNESS my hand and official seal.

My Commission Expires: 1/23/2019

Jacqueline Wilson
Notary Public

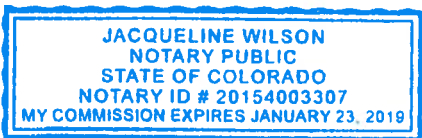


EXHIBIT A
to the
DESIGN-BUILD CONTRACT
Between
The City of Northglenn, Colorado
And

Colorado Designscales, Inc.

Project: Larson Park Renovation

THE CITY of NORTHGLENN, COLORADO
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233

THE DESIGN-BUILDER:
Colorado Designscales, Inc.

TERMS AND CONDITIONS

TABLE OF ARTICLES

- A.1 GENERAL PROVISIONS
- A.2 CITY
- A.3 DESIGN-BUILDER
- A.4 DISPUTES AND UNFORESEEN CHANGES
- A.5 AWARD OF CONTRACTS
- A.6 CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS
- A.7 CHANGES IN THE WORK
- A.8 TIME
- A.9 PAYMENTS AND COMPLETION
- A.10 PROTECTION OF PERSONS AND PROPERTY
- A.11 INSURANCE AND BONDS
- A.12 UNCOVERING AND CORRECTION OF WORK
- A.13 MISCELLANEOUS PROVISIONS
- A.14 TERMINATION OR SUSPENSION OF THE DESIGN-BUILD CONTRACT

ARTICLE A.1: GENERAL PROVISIONS

§ A.1.1 BASIC DEFINITIONS

§A.1.1.1 THE DESIGN-BUILD DOCUMENTS

The Design-Build Documents are identified in Section 1.1 of the Design-Build Contract.

§ A.1.1.2 PROJECT CRITERIA

The Project Criteria are identified in Section 8.1.3 of the Design-Build Contract and may describe the character, scope, relationships, forms, size and appearance of the Project, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts.

§ A.1.1.3 ARCHITECT

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Design-Build Contract and having a direct contract with the Design-Builder to perform design services for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ A.1.1.4 CONTRACTOR

A Contractor is a person or entity, other than the Architect, that has a direct contract with the Design-Builder to perform all or a portion of the construction required in connection with the Work. The term "Contractor" is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor. The term "Contractor" does not include a separate contractor, as defined in Section A.6.1.2, or subcontractors of a separate contractor.

§ A.1.1.5 SUBCONTRACTOR

A Subcontractor is a person or entity who has a direct contract with a Contractor to perform a portion of the construction required in connection with the Work at the site. The term "Subcontractor" is referred to throughout the Design-Build Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

§ A.1.1.6 THE WORK

The term "Work" means the design, construction and services required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

§ A.1.1.7 THE PROJECT

The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and which may include design and construction by the City or by separate contractors.

§ A.1.2 COMPLIANCE WITH APPLICABLE LAWS

§ A.1.2.1 If the Design-Builder believes that implementation of any instruction received from the City would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Design-Builder shall notify the City in writing.

§ A.1.2.2 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information contained in the Project Criteria, but not that such information complies with applicable laws, regulations and codes, which shall be the obligation of the Design-Builder to determine. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Design-Builder shall furnish Work that complies with such laws, regulations and codes. In such case, the City shall issue a Change Order to the Design-Builder unless the Design-Builder recognized such non-compliance prior to execution of this Design-Build Contract and failed to notify the City.

§ A.1.3 CAPITALIZATION

§ A.1.3.1 Terms capitalized in these Terms and Conditions include those that are (1) specifically defined or (2) the titles of numbered articles and identified references to sections in the document.

§ A.1.4 INTERPRETATION

§ A.1.4.1 In the interest of brevity, the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ A.1.4.2 Unless otherwise stated in the Design-Build Documents, words that have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ A.1.5 EXECUTION OF THE DESIGN-BUILD DOCUMENTS

§ A.1.5.1 The Design-Build Documents shall be signed by the City and Design-Builder.

§ A.1.5.2 Execution of the Design-Build Contract by the Design-Builder is a representation that the Design-Builder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Design-Build Documents.

§ A.1.6 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

§ A.1.6.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design-Builder to the City become the property of the City.

§ A.1.6.2 RESERVED

ARTICLE A.2: THE CITY

§A.2.1 GENERAL

§ A.2.1.1 The City is the City of Northglenn, Colorado, a Colorado home rule municipality, and is referred to throughout the Design-Build Documents as the “City.” The term “City” means the City or the City’s authorized representative. The City shall designate in writing a representative who shall have express authority to bind the City with respect to all Project matters requiring the City’s approval or authorization. The City shall render decisions in a timely manner and in accordance with the Design-Builder’s schedule submitted to the City.

§ A.2.1.2 The City shall furnish to the Design-Builder, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the City’s interest therein.

§ A.2.2 INFORMATION AND SERVICES REQUIRED OF THE CITY

§ A.2.2.1 Information or services required of the City by the Design-Build Documents shall be furnished by the City with reasonable promptness. Any other information or services relevant to the Design-Builder’s performance of the Work under the City’s control shall be furnished by the City after receipt from the Design-Builder of a written request for such information or services.

§ A.2.2.2 RESERVED

§ A.2.2.3 The City shall provide, to the extent available to the City, and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ A.2.2.4 The City may obtain independent review of the Design-Builder’s design, construction and other documents by a separate architect, engineer, and contractor or cost estimator under contract to or employed by the City.

§ A.2.2.5 RESERVED

§ A.2.2.6 RESERVED

§ A.2.2.7 If the City observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the City shall give prompt written notice thereof to the Design-Builder.

§ A.2.2.8 The City has appropriated an amount of money equal to or in excess of the Contract Price to be performed under this Design-Build Contract. And the City is prohibited from issuing any Change Order or other form of order or directive requiring additional compensable work to be performed by Contractor, if such directive causes the aggregate amount under the Design-Build Documents to exceed the amount originally appropriated, unless Design-Builder is given written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.

§ A.2.2.9 The City shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, unless otherwise directed by the Design-Builder.

§ A.2.2.10 RESERVED

§ A.2.2.11 The City shall obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the City's program.

§ A.2.3 CITY REVIEW AND INSPECTION

§ A.2.3.1 The City shall review and approve or take other appropriate action upon the Design-Builder's submittals, including but not limited to design and construction documents, required by the Design-Build Documents. The City's action shall be taken with reasonable promptness.

§ A.2.3.2 Upon review of the design documents, construction documents, or other submittals required by the Design-Build Documents, the City shall take one of the following actions:

1. Determine that the documents or submittals are in conformance with the Design-Build Documents and approve them.
2. Determine that the documents or submittals are in conformance with the Design-Build Documents but request changes in the documents or submittals that shall be implemented by a Change in the Work.
3. Determine that the documents or submittals are not in conformity with the Design-Build Documents and reject them.
4. Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them by implementing a Change in the Work.
5. Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them and request changes in the documents or submittals that shall be implemented by a Change in the Work.

§ A.2.3.3 The Design-Builder shall submit to the City for the City's approval, pursuant to Section A.2.3.1, any proposed change or deviation to previously approved documents or submittals. The City shall review each proposed change or deviation to previously approved

documents or submittals that the Design-Builder submits to the City for the City's approval with reasonable promptness in accordance with Section A.2.3.1 and shall make one of the determinations described in Section A.2.3.2.

§ A.2.3.4 Notwithstanding the City's responsibility under Section A.2.3.2, the City's review and approval of the Design-Builder's documents or submittals shall not relieve the Design-Builder of responsibility for compliance with the Design-Build Documents unless (a) the Design-Builder has notified the City in writing of the deviation prior to approval by the City or, (b) the City has approved a Change in the Work reflecting any deviations from the requirements of the Design-Build Documents.

§ A.2.3.5 The City may visit the site to keep informed about the progress and quality of the portion of the Work completed. However, the City shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the City shall not be construed to create an obligation on the part of the City to make on-site inspections to check the quantity or quality of the Work. The City shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents, except as provided in Section A.3.3.7.

§ A.2.3.6 The City shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The City shall not have control over or charge of and will not be responsible for acts or omissions of the Design-Builder, Architect, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ A.2.3.7 The City may reject Work that does not conform to the Design-Build Documents. Whenever the City considers it necessary or advisable, the City shall have authority to require inspection or testing of the Work in accordance with Section A.13.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the City nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the City to the Design-Builder, the Architect, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ A.2.3.8 The City may appoint an on-site project representative to observe the Work and to have such other responsibilities as the City and the Design-Builder agree to in writing.

§ A.2.3.9 The City shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ A.2.4 CITY'S RIGHT TO STOP WORK

§ A.2.4.1 If the Design-Builder fails to correct Work that is not in accordance with the requirements of the Design-Build Documents as required by Section A.12.2 or persistently fails

to carry out Work in accordance with the Design-Build Documents, the City may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Design-Builder or any other person or entity.

§ A.2.5 CITY'S RIGHT TO CARRY OUT THE WORK

§ A.2.5.1 If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a seven (7) -day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may after such seven (7) -day period give the Design-Builder a second written notice to correct such deficiencies within a three (3) -day period. If the Design-Builder within such three (3) -day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the City.

ARTICLE A.3: DESIGN-BUILDER

§A.3.1 GENERAL

§ A.3.1.1 The Design-Builder is the person or entity identified as such in the Design-Build Contract and is referred to throughout the Design-Build Documents as "Design-Builder." The Design-Builder may be an architect or other design professional, a construction contractor, a real estate developer or any other person or entity legally permitted to do business as a design-builder in Colorado. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative. The Design-Builder's representative is authorized to act on the Design-Builder's behalf with respect to the Project.

§ A.3.1.2 The Design-Builder shall perform the Work in accordance with the Design-Build Documents.

§ A.3.2 DESIGN SERVICES AND RESPONSIBILITIES

§ A.3.2.1 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions. The City understands and agrees that the services performed by the Design-Builder's Architect and the Design-Builder's other design professionals and consultants are undertaken and performed in the sole interest of and for the exclusive benefit of the Design-Builder.

§ A.3.2.2 The agreements between the Design-Builder and Architect or other design professionals identified in the Design-Build Contract, and in any subsequent Modifications, shall

be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the City upon the City's written request.

§ A.3.2.3 The Design-Builder shall be responsible to the City for acts and omissions of the Design-Builder's employees, Architect, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Design-Builder's obligations under the Design-Build Documents.

§ A.3.2.4 The Design-Builder shall carefully study and compare the Design-Build Documents, materials and other information provided by the City pursuant to Section A.2.2, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the City any errors, inconsistencies or omissions discovered.

§ A.3.2.5 The Design-Builder shall provide to the City for City's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Design-Build Documents. Deviations, if any, from the Design-Build Documents shall be disclosed in writing.

§ A.3.2.6 Upon the City's written approval of the design documents submitted by the Design-Builder, the Design-Builder shall provide construction documents for review and written approval by the City. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Design-Build Documents shall be disclosed in writing. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

1. be consistent with the approved design documents;
2. provide information for the use of those in the building trades; and
3. include documents customarily required for regulatory agency approvals.

§ A.3.2.7 The Design-Builder shall meet with the City periodically to review progress of the design and construction documents.

§ A.3.2.8 Upon the City's written approval of construction documents, the Design-Builder, with the cooperation of the City, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ A.3.2.9 The Design-Builder shall obtain from each of the Design-Builder's professionals and furnish to the City certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Project Criteria set forth in

the Design-Build Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the City and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

§ A.3.2.10 If the City requests the Design-Builder, the Architect or the Design-Builder's other design professionals to execute certificates other than those required by Section A.3.2.9, the Design-Builder shall promptly seek execution of those certificates. Yet, neither the Design-Builder, the Architect, nor such other design professionals shall be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of their respective agreements with the City or Design-Builder.

§ A.3.2.11 The Design-Builder shall be responsible to provide surveys, unless required by the Design-Build Documents to be provided by the City, describing physical characteristics, legal limitations, and utility locations for the site of this Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ A.3.2.12 The Design-Builder shall secure, at its expense, all necessary building and other permits, licenses and inspections unless the cost of such fees is specifically excluded from the responsibility of the Design-Builder under the Design-Build Documents.

§ A.3.2.13 The Design-Builder shall furnish the services of geotechnical engineers or other consultants, unless required by the Design-Build Documents to be provided by the City, for subsoil, air and water conditions when such services are deemed reasonably necessary by either party to properly carry out the design services provided by the Design-Builder and the Design-Builder's Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ A.3.3 CONSTRUCTION

§ A.3.3.1 The Design-Builder shall perform no construction Work prior to the City's review and approval of the construction documents. The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require the City's review of submittals, such as Shop Drawings, Product Data and Samples, until the City has approved each submittal.

§ A.3.3.2 The construction Work shall be in accordance with approved submittals, except that the Design-Builder shall not be relieved of responsibility for deviations from requirements of the Design-Build Documents by the City's approval of design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals unless the Design-Builder has specifically informed the City in writing of such deviation at the time of submittal and (1) the City has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals by the City's approval thereof.

§ A.3.3.3 The Design-Builder shall direct specific attention, in writing or on resubmitted design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City on previous submittals. In the absence of such written notice, the City's approval of a resubmission shall not apply to such revisions.

§ A.3.3.4 When the Design-Build Documents require that a Contractor provide professional design services or certifications related to systems, materials or equipment, or when the Design-Builder in its discretion provides such design services or certifications through a Contractor, the Design-Builder shall cause professional design services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professionals, if prepared by others, shall bear such design professional's written approval. The City shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ A.3.3.5 The Design-Builder shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Design-Build Documents.

§ A.3.3.6 The Design-Builder shall keep the City informed of the progress and quality of the Work.

§ A.3.3.7 The Design-Builder shall be responsible for the supervision and direction of the Work, using the Design-Builder's best skill and attention. If the Design-Build Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Design-Builder shall evaluate the jobsite safety thereof and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Design-Builder determines that such means, methods, techniques, sequences or procedures may not be safe, the Design-Builder shall give timely written notice to the City and shall not proceed with that portion of the Work without further written instructions from the City.

§ A.3.3.8 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ A.3.4 LABOR AND MATERIALS

§ A.3.4.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ A.3.4.2 When a material is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the City and, if appropriate, in accordance with a Change Order.

§ A.3.4.3 The Design Builder shall enforce strict discipline and good order among the Design Builder's employees and other persons carrying out the Design-Build Contract. The Design-Builder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ A.3.5 WARRANTY

§ A.3.5.1 The Design-Builder warrants to the City that materials and equipment furnished under the Design-Build Documents will be of good quality and new unless otherwise required or permitted by the Design-Build Documents, that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the Work will conform to the requirements of the Design-Build Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ A.3.6 TAXES

§ A.3.6.1 The Design-Builder shall pay all sales, consumer, use and similar taxes for the Work provided by the Design-Builder that had been legally enacted on the date of the Design-Build Contract, whether or not yet effective or merely scheduled to go into effect.

§ A.3.7 PERMITS, FEES AND NOTICES

§ A.3.7.1 The Design-Builder shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work that are customarily secured after execution of the Design-Build Contract and that were legally required on the date the City accepted the Design-Builder's proposal.

§ A.3.7.2 The Design-Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ A.3.7.3 It is the Design-Builder's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.

§ A.3.7.4 If the Design-Builder performs Work contrary to applicable laws, ordinances, codes, rules and regulations, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ A.3.8 ALLOWANCES

§ A.3.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Design-Builder shall not be required to employ persons or entities to which the Design-Builder has reasonable objection.

§ A.3.8.2 Unless otherwise provided in the Design-Build Documents:

1. allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section A.3.8.2(1) and (2) changes in Design-Builder's costs under Section A.3.8.2(2).

§ A.3.8.3 Materials and equipment under an allowance shall be selected by the City in sufficient time to avoid delay in the Work.

§ A.3.9 DESIGN-BUILDER'S SCHEDULE

§ A.3.9.1 The Design-Builder, promptly after execution of the Design-Build Contract, shall prepare and submit for the City's information the Design-Builder's schedule for the Work. The schedule shall not exceed time limits and shall be in such detail as required under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project.

§ A.3.9.2 The Design-Builder shall prepare and keep current a schedule of submittals required by the Design-Build Documents.

§ A.3.9.3 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the City.

§ A.3.10 DOCUMENTS AND SAMPLES AT THE SITE

§ A.3.10.1 The Design-Builder shall maintain at the site for the City's access and convenience at least one record copy of the drawings, specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and at least one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the City upon completion of the Work.

§ A.3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ A.3.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Builder or a Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ A.3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Work.

§ A.3.11.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ A.3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Design-Build Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Design-Build Documents the way by which the Design-Builder proposes to conform to the Design-Build Documents.

§ A.3.11.5 The Design-Builder shall review for compliance with the Design-Build Documents and approve and submit to the City only those Shop Drawings, Product Data, Samples and similar submittals required by the Design-Build Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

§ A.3.11.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Builder represents that the Design-Builder has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Design-Build Documents.

§ A.3.12 USE OF SITE

§ A.3.12.1 The Design-Builder shall confine operations at the site to areas permitted by law, ordinances, permits and the Design-Build Documents, and shall not unreasonably encumber the

site with materials or equipment.

§ A.3.13 CUTTING AND PATCHING

§ A.3.13.1 The Design-Builder shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ A.3.13.2 The Design-Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or separate contractors by cutting, patching or otherwise altering such construction or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor. The Design-Builder shall not unreasonably withhold from the City or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ A.3.14 CLEANING UP

§ A.3.14.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Design-Build Contract. At completion of the Work, the Design-Builder shall remove from and about the Project waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials.

§ A.3.14.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the City may do so and the cost thereof shall be charged to the Design-Builder.

§ A.3.15 ACCESS TO WORK

§ A.3.15.1 The Design-Builder shall provide the City access to the Work in preparation and progress wherever located.

§ A.3.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ A.3.16.1 The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City harmless from loss on account thereof.

§ A.3.17 INDEMNIFICATION

§ A.3.17.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the City, City's consultants, officers, employees and agents and their insurers, from and against all liability, claims and demands on account of injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, including but not limited to attorneys' fees, which arises out of or is in a manner connected with this Contract, to the extent that such injury, loss, or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Design-Builder, the Design-Builder's employees,

consultants, subcontractors, or anyone else employed directly or indirectly by the Design-Builder or the Design-Builder's employees, consultants or subcontractors. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section A.3.17.

§ A.3.17.2 The Design-Builder, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, consultants, employees, agents and their insurers, from and against any such liability, claims or demands at the sole expense of the Contractor, at the option of the City, the Design-Builder agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims or demands. The Design-Builder, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

§ A.3.17.2 In claims against any person or entity indemnified under this Section A.3.17 by an employee of the Design-Builder, the Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by the Design-Builder, the Architect, Contractor or Subcontractor, for whose acts they may be liable, the indemnification obligation under Section A.3.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder, the Architect or a Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ A.3.17.4 The indemnification provision contained in this Section A.3.17 are 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.

ARTICLE A.4: DISPUTES AND UNFORESEEN CHANGES

§ A.4.1 DISPUTES AND UNFORESEEN CHANGES

§ A.4.1.1 Disputes shall be resolved by the parties informally and by resort to the various procedures outlined in Sections A.2.5.2, A.7.1, and A.7.2. Either party may result to litigation in Adams County District Court if satisfactory informal resolution of disputes is not possible.

§ A.4.1.2 Requests for Additional Cost. If the Design-Builder wishes to request an increase in the Contract Sum, the process outlined in Sections A.7.1 and A.7.2 shall be followed. Prior notice is not required for requests for additional costs relating to an emergency endangering life or property arising under Section A.10.6.

§ A.4.1.3 Requests for Additional Time. If the Design-Builder wishes to make a request for an increase in the Contract Time, the process outlined in Sections A.7.1 and A.7.2 shall be followed. The Design-Builder's Claim shall include an estimate of the time and its effect on the progress of the Work. In the case of a continuing delay, only one request is necessary.

§ A.4.1.4 Injury or Damage to Person or Property. If either party to the Design-Build Contract suffers injury or damage to person or property because of an act or omission of the other party or

of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ A.4.1.5 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the City or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ A.4.1.6 Claims for Consequential Damages. Design-Builder and City waive Claims against each other for consequential damages arising out of or relating to the Design-Build Contract. This mutual waiver includes:

1. damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article A.14. Nothing contained in this Section A.4.1.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ A.4.1.7 If the enactment or revision of codes, laws or regulations or official interpretations that govern the Project cause an increase or decrease of the Design-Builder's cost of, or time required for, performance of the Work, the Design-Builder may be entitled to an equitable adjustment in Contract Sum or Contract Time by following the procedures outlined in Sections A.7.1 and A.7.2.

ARTICLE A.5: AWARD OF CONTRACTS

§ A.5.1 Unless otherwise stated in the Design-Build Documents or the bidding or proposal requirements, the Design-Builder, as soon as practicable after award of the Design-Build Contract, shall furnish in writing to the City the names of additional persons or entities not originally included in the Design-Builder's proposal or in substitution of a person or entity (including those who are to furnish design services or materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The City will reply to the Design-Builder in writing within thirty (30) days stating whether or not the City has objection to any such proposed additional person or entity. Failure of the City to reply within the time allowed shall constitute notice of no objection.

§ A.5.2 The Design-Builder shall not contract with a proposed person or entity to whom or which the City has made timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable objection.

§ A.5.3 If the City has objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the City has no objection.

§ A.5.4 The Design-Builder shall not change a person or entity previously selected if the City, after being given notice of the Design-Builder's intent to make such a change, submits an objection to such substitute within thirty (30) days of being given notice thereof.

§ A.5.5 CONTINGENT ASSIGNMENT OF CONTRACTS

§ A.5.5.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the City provided that:

1. assignment is effective only after termination of the Design-Build Contract by the City for cause pursuant to Section A.14.2 and only for those agreements that the City accepts by notifying the contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Design-Build Contract.

§ A.5.5.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Contractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE A.6: CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

§ A.6.1 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ A.6.1.1 The City reserves the right to perform construction or operations related to the Project with the City's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. The Design-Builder shall cooperate with the City and separate contractors whose work might interfere with the Design-Builder's Work. If the Design-Builder claims that delay or additional cost is involved because of such action by the City, the Design-Builder shall make a request for a change as provided in Sections A.7.1 and A.7.2.

§ A.6.1.2 The term "separate contractor" shall mean any contractor retained by the City pursuant to Sections A.6.1.1. and A.6.1.3 The Design-Builder shall provide for coordination of the activities of the City's own forces and of each separate contractor with the work of the City, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so. The Design-

Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors, and the City until subsequently revised.

§ A.6.2 MUTUAL RESPONSIBILITY

§ A.6.2.1 The Design-Builder shall afford the City and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ A.6.2.2 If part of the Design-Builder's Work depends for proper execution or results upon design, construction or operations by the City or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the City apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ A.6.2.3 The City shall be reimbursed by the Design-Builder for costs incurred by the City that are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Design-Builder. The City may, upon agreement by the parties, be responsible to the Design-Builder for costs incurred by the Design-Builder because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ A.6.2.4 The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the City or separate contractors.

§ A.6.2.5 The City and each separate contractor shall have the same responsibilities for cutting and patching as are described in Section A.3.13.

§ A.6.3 CITY'S RIGHT TO CLEAN UP

§ A.6.3.1 If a dispute arises among the Design-Builder, separate contractors, and the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and the City shall, in its sole discretion, allocate the cost among those responsible.

ARTICLE A.7: CHANGES IN THE WORK

§ A.7.1 GENERAL

§ A.7.1.1 Changes in the Work may be accomplished after execution of the Design-Build Contract, and without invalidating the Design-Build Contract, by Change Order or Construction

Change Directive, subject to the limitations stated in this Article A.7 and elsewhere in the Design-Build Documents.

§ A.7.1.2 A Change Order shall be based upon agreement between the City and Design-Builder. A Construction Change Directive may be issued by the City with or without agreement by the Design-Builder.

§ A.7.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

§ A.7.2 CHANGE ORDERS

§ A.7.2.1 A Change Order is a written instrument signed by the City and Design-Builder stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment, if any, in the Contract Sum; and
3. the extent of the adjustment, if any, in the Contract Time.

§A.7.2.2 If the City requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for one half of any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

§ A.7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section A.7.3.3.

§ A.7.3 CONSTRUCTION CHANGE DIRECTIVES

§A.7.3.1 A Construction Change Directive is a written order signed by the City directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The City may by Construction Change Directive, without invalidating the Design-Build Contract, order changes in the Work within the general scope of the Design-Build Documents consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

§ A.7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ A.7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in the Design-Build Documents or subsequently agreed upon, or equitably adjusted as provided in Section A.4.1.5;
3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. as provided in Section A.7.3.6.

§ A.7.3.4 Upon receipt of a Construction Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the City of the Design-Builder's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ A.7.3.5 A Construction Change Directive signed by the Design-Builder indicates the agreement of the Design-Builder therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ A.7.3.6 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section A.7.3.3(3), the Design-Builder shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents costs for the purposes of this Section A.7.3.6 shall be limited to the following:

1. additional costs of professional services;
2. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
3. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
4. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
5. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

6. additional costs of supervision and field office personnel directly attributable to the change.

§ A.7.3.7 The amount of credit to be allowed by the Design-Builder to the City for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ A.7.3.8 Pending final determination of the total cost of a Construction Change Directive to the City, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the City shall make an interim determination for purposes of monthly payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order.

§ A.7.3.9 When the City and Design-Builder reach agreement concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ A.7.4 MINOR CHANGES IN THE WORK

§ A.7.4.1 The City shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. Such changes shall be effected by written order and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly.

ARTICLE A.8: TIME

§ A.8.1 DEFINITIONS

§ A.8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work.

§ A.8.1.2 The date of commencement of the Work shall be the date stated in the Design-Build Contract unless provision is made for the date to be fixed in a notice to proceed issued by the City.

§ A.8.1.3 The date of Substantial Completion is the date determined by the City in accordance with Section A.9.8.

§ A.8.1.4 The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ A.8.2 PROGRESS AND COMPLETION

§ A.8.2.1 Time limits stated in the Design-Build Documents are of the essence of the Design-Build Contract. By executing the Design-Build Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ A.8.2.2 The Design-Builder shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence construction operations on the site or elsewhere prior to the effective date of insurance required by Article A.1.1 to be furnished by the Design-Builder and City. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Design-Build Documents or a notice to proceed given by the City, the Design-Builder shall notify the City in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§A.8.2.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ A.8.3 DELAYS AND EXTENSIONS OF TIME

§ A.8.3.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the City or of a separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the City pending resolution of disputes pursuant to the Design-Build Documents, or by other causes that the City determines may justify delay, then the Contract Time may be extended by Change Order for such reasonable time as the City may determine.

§ A.8.3.2 Requests for changes relating to time shall be made in accordance with applicable provisions of Sections A.7.1 and A.7.2.

§ A.8.3.3 This Section A.8.3 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE A.9: PAYMENTS AND COMPLETION

§ A.9.1 CONTRACT SUM

§ A.9.1.1 The Contract Sum is stated in the Design-Build Documents and, including authorized adjustments, is the total amount payable by the City to the Design-Builder for performance of the Work under the Design-Build Documents.

§ A.9.2 SCHEDULE OF VALUES

§ A.9.2.1 Before the first Application for Payment, where the Contract Sum is based upon a Stipulated Sum or the Cost of the Work plus Contractor's Fee with a Guaranteed Maximum

Price, the Design-Builder shall submit to the City an initial schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. The schedule of values may be updated periodically to reflect changes in the allocation of the Contract Sum.

§ A.9.3 APPLICATIONS FOR PAYMENT

§ A.9.3.1 At least ten (10) days before the date established for each progress payment, the Design-Builder shall submit to the City an itemized Application for Payment for operations completed in accordance with the current schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Design-Builder's right to payment as the City may require, such as copies of requisitions from Contractors and material suppliers, and reflecting retainage if provided for in the Design-Build Documents.

§ A.9.3.1.1 As provided in Section A.7.3.8, such applications may include requests for payment on account of Changes in the Work that have been properly authorized by Construction Change Directives but are not yet included in Change Orders.

§ A.9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay to a Contractor or material supplier or other parties providing services for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ A.9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the City to establish the City's title to such materials and equipment or otherwise protect the City's interest and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ A.9.3.3 The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the City shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Design-Builder, Contractors, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ A.9.4 ACKNOWLEDGEMENT OF APPLICATION FOR PAYMENT

§ A.9.4.1 The City shall, within seven (7) days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a written acknowledgement of receipt of the Design-Builder's Application for Payment indicating the amount the City has determined to be properly due and, if applicable, the reasons for withholding payment in whole or in part.

§ A.9.5 DECISIONS TO WITHHOLD PAYMENT

§ A.9.5.1 The City may withhold a payment in whole or in part to the extent necessary to protect the City due to the City's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Design-Build Documents. The City may also withhold a payment because of subsequently discovered evidence, or may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the City from loss for which the Design-Builder is responsible, including loss resulting from acts and omissions, because of, but not limited to, the following:

1. defective Work not remedied;
2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Design-Builder;
3. failure of the Design-Builder to make payments properly to Contractors or for design services labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the City or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. failure to carry out the Work in accordance with the Design-Build Documents.

§ A.9.5.2 When the above reasons for withholding payment are removed to the City's satisfaction, payment will be made for amounts previously withheld.

§ A.9.6 PROGRESS PAYMENTS

§ A.9.6.1 After the City has issued a written acknowledgement of receipt of the Design-Builder's Application for Payment, the City shall make payment of the amount, in the manner and within the time provided, in the Design-Build Documents.

§ A.9.6.2 The Design-Builder shall promptly pay the Architect, each design professional and other consultants retained directly by the Design-Builder, upon receipt of payment from the City,

out of the amount paid to the Design-Builder on account of each such party's respective portion of the Work, the amount to which each such party is entitled.

§ A.9.6.3 The Design-Builder shall promptly pay each Contractor, upon receipt of payment from the City, out of the amount paid to the Design-Builder on account of such Contractor's portion of the Work, the amount to which said Contractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the Contractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Contractor, require each Contractor to make payments to Subcontractors in a similar manner.

§ A.9.6.4 The City shall have no obligation to pay or to see to the payment of money to an Architect, design professional, consultant, or Contractor, except as may otherwise be required by law.

§ A.9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections A.9.6.3 and A.9.6.4,

§ A.9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ A.9.6.7 Unless the Design-Builder provides the City with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by Contractors and suppliers shall be held by the Design-Builder for those Contractors or suppliers who performed Work or furnished materials, or both, under contract with the Design-Builder for which payment was made by the City.

§ A.9.7 FAILURE OF PAYMENT

§ A.9.7.1 If for reasons other than those enumerated in Section A.9.5.1, the City does not issue a payment within the time period required by Section 5.1.3 of the Design-Build Contract, then the Design-Builder may, upon seven (7) additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ A.9.8 SUBSTANTIAL COMPLETION

§ A.9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the City can occupy or use the Work or a portion thereof for its intended use.

§ A.9.8.2 When the Design-Builder considers that the Work, or a portion thereof that the City agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the City a comprehensive list of items to be completed or corrected prior to final

payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ A.9.8.3 Upon receipt of the Design-Builder's list, the City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the City's inspection discloses any item, whether or not included on the Design-Builder's list, that is not substantially complete, the Design-Builder shall complete or correct such item. In such case, the Design-Builder shall then submit a request for another inspection by the City to determine whether the Design-Builder's Work is substantially complete.

§ A.9.8.4 In the event of a dispute regarding whether the Design-Builder's Work is substantially complete, the dispute shall be resolved by informal negotiations of the parties or pursuant to the processes outlined in Sections A.7.1 and A.7.2.

§ A.9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder shall prepare for the City's signature an Acknowledgement of Substantial Completion which, when signed by the City, shall establish (1) the date of Substantial Completion of the Work, (2) responsibilities between the City and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and (3) the time within which the Design-Builder shall finish all items on the list accompanying the Acknowledgement. When the City's inspection discloses that the Work or a designated portion thereof is substantially complete, the City shall sign the Acknowledgement of Substantial Completion. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Acknowledgement of Substantial Completion.

§ A.9.8.6 Upon execution of the Acknowledgement of Substantial Completion and consent of surety, if any, the City shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ A.9.9 PARTIAL OCCUPANCY OR USE

§ A.9.9.1 The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to by the insurer, if so required by the insurer, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the City as provided under Section A.9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the City and Design-Builder.

§ A.9.9.2 Immediately prior to such partial occupancy or use, the City and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the condition of the Work.

§ A.9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ A.9.10 FINAL COMPLETION AND FINAL PAYMENT

§ A.9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City shall promptly make such inspection and, when the City finds the Work acceptable under the Design-Build Documents and fully performed, the City shall, subject to Section A.9.10.2, promptly make final payment to the Design-Builder.

§ A.9.10.2 Neither final payment nor any remaining retained percentage will become due until the Design-Builder submits to the City (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, and (5) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Design-Build Contract, to the extent and in such form as may be designated by the City. If a Contractor refuses to furnish a release or waiver required by the City, the Design-Builder may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Design-Builder shall refund to the City all money that the City may be liable to pay in connection with the discharge of such lien, including all costs and reasonable attorneys' fees.

§ A.9.10.3 If, after the City determines that the Design-Builder's Work or designated portion thereof is substantially completed, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of a Change Order or a Construction Change Directive affecting final completion, the City shall, upon application by the Design-Builder, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ A.9.10.4 The making of final payment shall constitute a waiver of Claims by the City except for those claims arising from the following or similar issues:

1. liens, Claims, security interests or encumbrances arising out of the Design-Build Documents and unsettled;
2. failure of the Work to comply with the requirements of the Design-Build Documents; or
3. terms of special warranties required by the Design-Build Documents.

§ A.9.10.5 Acceptance of final payment by the Design-Builder, a Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE A.10: PROTECTION OF PERSONS AND PROPERTY

§ A.10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ A.10.1.1 The Design-Builder shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Design-Build Contract.

§ A.10.2 SAFETY OF PERSONS AND PROPERTY

§ A.10.2.1 The Design-Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site or under the care, custody or control of the Design-Builder or the Design-Builder's Contractors or Subcontractors; and
3. other property at the site or adjacent thereto, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ A.10.2.2 The Design-Builder shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ A.10.2.3 The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Design-Build Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ A.10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ A.10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections A.10.2.1(2) and A.10.2.1(3) caused in whole or in part by the Design-Builder, the Architect, a Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections A.10.2.1(2) and A.10.2.1(3). The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section A.3.17.

§ A.10.2.6 The Design-Builder shall designate in writing to the City a responsible individual whose duty shall be the prevention of accidents.

§ A.10.2.7 The Design-Builder shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§A.10.3 HAZARDOUS MATERIALS

§ A.10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City.

§ A.10.3.2 The Design-Builder shall obtain the services of a licensed laboratory satisfactory to the City to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Design-Build Documents, the Design-Builder shall furnish in writing to the City the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The City shall promptly reply to the Design-Builder in writing stating whether or not the City objects to the persons or entities proposed by the Design-Builder. If the City has an objection to a person or entity proposed by the Design-Builder, the City shall propose another to whom the City has no reasonable objection. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the City and Design-Builder. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article A.7.

§ A.10.4 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the City shall indemnify the Design-Builder for one half of all cost and expense thereby incurred.

§ A.10.5 RESERVED

§ A.10.6 EMERGENCIES

§ A.10.6.1 In an emergency affecting safety of persons or property, the Design-Builder shall act to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Design-Builder on account of an emergency shall be determined by consultation with the City according to the process outlined in Sections A.7.1 and A.7.2.

ARTICLE A.11: INSURANCE AND BONDS

§ A.11.1 Except as may otherwise be set forth in the Design-Build Contract or elsewhere in the Design-Build Documents, the City and Design-Builder shall purchase and maintain the following types of insurance with limits of liability and deductible amounts and subject to such terms and conditions, as set forth in this Article A.1.1.

§A.11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

§ A.11.2.1 The Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in Colorado such insurance as will protect the Design-Builder from claims set forth below that may arise out of or result from the Design-Builder's operations under the Design-Build Contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder, by a Contractor, or by anyone directly or indirectly employed by the Design-Builder, the Design-Builder's Contractors or employees, or by anyone for whose acts the Design-Builder or the Design-Builder's Contractors or employees are liable. Specifically, the Design Builder shall obtain and maintain during the life of this Design-Build Contract insurance to cover:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Design-Builder's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Design-Builder's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

7. claims for bodily injury or property damage arising out of completed operations; and
8. claims involving contractual liability insurance applicable to the Design-Builder's obligations under Section A.3.17.

§ A.11.2.2 The insurance required by Section A.11.2.1 shall be written for not less than limits of liability specified in the Design-Build Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ A.11.2.3 Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the Work. These certificates and the insurance policies required by this Section A.11.2 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section A.9.10.2. Any information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be promptly furnished to the City by the Design-Builder. Design-Builder shall not be relieved of any liability, claims, demands or other obligation assumed pursuant to Section A.3.17 by reason of its failure to obtain and maintain during the life of this Contract, insurance in sufficient amounts, durations or types.

§ A.11.3 CITY'S LIABILITY INSURANCE

§ A.11.3.1 The City shall be responsible for purchasing and maintaining the City's usual liability insurance.

§ A.11.4 PROPERTY INSURANCE

§ A.11.4.1 Unless otherwise provided, the City shall be responsible for purchasing and maintaining the City's usual liability insurance.

A.11.5 PERFORMANCE BOND AND PAYMENT BOND

§ A.11.5.1 The City shall have the right to require the Design-Builder to furnish bonds covering faithful performance of the Design-Build Contract and payment of obligations arising thereunder, including payment to design professionals engaged by or on behalf of the Design-Builder, as stipulated in bidding requirements or specifically required in the Design-Build Contract or elsewhere in the Design-Build Documents on the date of execution of the Design-Build Contract.

ARTICLE A.12: UNCOVERING AND CORRECTION OF WORK

§ A.12.1 UNCOVERING OF WORK

§ A.12.1.1 If a portion of the Work is covered contrary to requirements specifically expressed in the Design-Build Documents; it must be uncovered for the City's examination and be replaced at the Design-Builder's expense without change in the Contract Time.

§ A.12.1.2 If a portion of the Work has been covered that the City has not specifically requested to examine prior to its being covered, the City may request to see such Work, and it shall be uncovered by the Design-Builder. If such Work is in accordance with the Design-Build Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense. If such Work is not in accordance with the Design-Build Documents, correction shall be at the Design-Builder's expense.

§ A.12.2 CORRECTION OF WORK

§ A.12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ A.12.2.1.1 The Design-Builder shall promptly correct Work rejected by the City or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, shall be at the Design-Builder's expense.

§ A.12.2.2 AFTER SUBSTANTIAL COMPLETION

§ A.12.2.2.1 In addition to the Design-Builder's obligations under Section A.3.5, if, within one (1) year after the date of Substantial Completion, or after the date for commencement of warranties established under Section A.9.8.5, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found to be not in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Design-Builder a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the City fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the City waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty, unless discovery of the condition was not possible or reasonable within the one-year period. If the Design-Builder fails to correct non-conforming Work promptly and to the City's satisfaction after receipt of notice from the City, the City may correct it in accordance with Section A.2.5.

§ A.12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ A.12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section A.12.2.

§ A.12.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the City.

§ A.12.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ A.12.2.5 Nothing contained in this Section A.12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder might have under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section A.12.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ A.12.3 ACCEPTANCE OF NONCONFORMING WORK

§ A.12.3.1 If the City prefers to accept Work not in accordance with the requirements of the Design-Build Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Sum will be equitably adjusted by Change Order. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE A.13: MISCELLANEOUS PROVISIONS

§ A.13.1 GOVERNING LAW

§ A.13.1.1 The Design-Build Contract shall be governed by the law of the state of Colorado.

§ A.13.2 SUCCESSORS AND ASSIGNS

§ A.13.2.1 The City and Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section A.13.2.2, neither party to the Design-Build Contract shall assign the Design-Build Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Design-Build Contract.

§ A.13.2.2 The City may, without consent of the Design-Builder, assign the Design-Build Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the City's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ A.13.3 WRITTEN NOTICE

§ A.13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if sent by registered or certified mail to the last business address known to the party giving notice.

§ A.13.4 RIGHTS AND REMEDIES

§ A.13.4.1 Duties and obligations imposed by the Design-Build Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ A.13.4.2 No action or failure to act by the City or Design-Builder shall constitute a waiver of a right or duty afforded them under the Design-Build Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ A.13.5 TESTS AND INSPECTIONS

§ A.13.5.1 Tests, inspections and approvals of portions of the Work required by the Design-Build Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give timely notice of when and where tests and inspections are to be made so that the City may be present for such procedures.

§ A.13.5.2 If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section A.13.5.1, the City shall in writing instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the City, and the Design-Builder shall give timely notice to the City of when and where tests and inspections are to be made so that the City may be present for such procedures. Except as provided in Section A.13.5.3, the City shall pay one half of such costs.

§ A.13.5.3 If such procedures for testing, inspection or approval under Sections A.13.5.1 and A.13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure, including those of repeated procedures, shall be the Design-Builder's expense.

§ A.13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the City.

§ A.13.5.5 If the City is to observe tests, inspections or approvals required by the Design-Build Documents, the City will do so promptly and, where practicable, at the normal place of testing.

§ A.13.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ A.13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ A.13.6.1 As between the City and Design-Builder:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. Between Substantial Completion and Final Application for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Application for Payment; and
3. After Final Application for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Design-Builder pursuant to any Warranty provided under Section A.3.5, the date of any correction of the Work or failure to correct the Work by the Design-Builder under Section A.12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Design-Builder or City, whichever occurs last.

§ A.13.7 ILLEGAL ALIENS

§ A.13.7.1 Certification. By entering into this Agreement, 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 Agreement 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.

§ A. 13.7.2 Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; 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 Agreement.

§ A. 13.7.3 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 Agreement through participation in the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
 - a. Notify the subcontractor and the City 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 Agreement; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; 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 Agreement.

§ A.13.7.4 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 Agreement.

§ A.13.7.5 If Contractor does not currently employ any employees, Contractor shall sign the "No Employee Affidavit" attached hereto.

§ A.13.7.6 If Contractor wishes to verify lawful presence of newly hired employees who

perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

ARTICLE A.14: TERMINATION OR SUSPENSION OF THE DESIGN-BUILD CONTRACT

§ A.14.1 TERMINATION BY THE DESIGN-BUILDER

§ A.14.1.1 The Design-Builder may terminate the Design-Build Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Design-Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. the City has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence of proper budget appropriations as required by Section A.2.2.8.

§ A.14.1.2 The Design-Builder may terminate the Design-Build Contract if, through no act or fault of the Design-Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the City, as described in Section A.14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ A.14.1.3 If one of the reasons described in Sections A.14.1.1 or A.14.1.2 exists, the Design-Builder may, upon thirty (30) days' written notice to the City, terminate the Design-Build Contract and recover from the City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ A.14.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Design-Builder or a Contractor or their agents or employees or any other persons performing portions of the Work under a director indirect contract with the Design-Builder because the City has persistently failed to fulfill the City's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon thirty (30) additional days' written notice to the City, terminate the Design-Build Contract and recover from the City as provided in Section A.14.1.3.

§ A.14.2 TERMINATION BY THE CITY FOR CAUSE

§ A.14.2.1 The City may terminate the Design-Build Contract if the Design-Builder:

1. fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Contractors for services, materials or labor in accordance with the respective agreements between the Design-Builder and the Architect and Contractors;
3. disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
4. is otherwise guilty of breach of a provision of the Design-Build Documents.

§ A.14.2.2 When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Design-Builder and the Design-Builder's surety, if any, seven (7) days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
2. accept assignment of contracts pursuant to Section A.5.5.l; and
3. finish the Work by whatever reasonable method the City may deem expedient. Upon request of the Design-Builder, the City shall furnish to the Design-Builder an accounting of the costs incurred by the City in finishing the Work.

§ A.14.2.3 When the City terminates the Design-Build Contract for one of the reasons stated in Section A.14.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ A.14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the City and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the City.

§ A.14.3 SUSPENSION BY THE CITY FOR CONVENIENCE

§ A.14.3.1 The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

§ A.14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section A.14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Design-Build Contract.

§ A.14.4 TERMINATION BY THE CITY FOR CONVENIENCE

§ A.14.4.1 The City may, at any time, terminate the Design-Build Contract for the City's convenience and without cause.

§ A.14.4.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Design-Builder shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

§ A.14.4.3 In the event of termination for the City's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the City's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Colorado Designscares, Incorporated
(Prospective Contractor)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name Larson Park Renovation Project

Bid Number _____

Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation 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.

Executed this 28th day of September, 2015, ~~2008~~.

Prospective Contractor Colorado Designscares, Inc.

By: Philip E. Steinhilber

Title: PHILIP E. STEINHILBER, PRESIDENT

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, Philip Steinhauer, am a sole proprietor doing business as Colorado Designscapes, Inc.. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

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

2. Check one.

I, Philip Steinhauer, am a United States citizen or legal permanent resident.

The City 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 or*
- 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 City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

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

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Philip E. Steinhauer
Signature

9/28/2015
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Philp Steinhauer, as a public contractor under contract with the City of Northglenn (the "City"), 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.

Philip E. Steinhauer
Contractor Signature

9/28/2015
Date

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of September, ~~2008~~ 2015 by Jacqueline Wilson as Project Administrator of Colorado Designscapes, Inc.

My commission expires:

(S E A L)

Jacqueline Wilson
Notary Public

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT B
to the
DESIGN-BUILD CONTRACT
Between
The City of Northglenn, Colorado
And
Colorado Designscales, Inc.

Project: Larson Park Renovation

THE CITY of NORTHGLENN, COLORADO
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233

THE DESIGN-BUILDER:
Colorado Designscales, Inc.

Determination of the Cost of the Work – Guaranteed Maximum Price

ARTICLE B.1: CONTROL ESTIMATE

§ B.1.1 Where the Contract Sum is the Cost of the Work, plus the Design-Builder's Fee without a Guaranteed Maximum Price pursuant to Section 4.3 of the Design-Build Contract, the Design-Builder shall prepare and submit to the City prior to the Design-Builder's first Application for Payment, in writing, a Control Estimate. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee. The Control Estimate shall be used to monitor actual costs.

§ B.1.2 The Control Estimate shall include:

1. the documents enumerated in Article 8 of the Design-Build Contract, including all Addenda thereto and the Terms and Conditions of the Contract;
2. a statement of the estimated Cost of the Work showing separately the compensation for design services, construction costs organized by trade categories or systems and the Design-Builders Fee; and
3. contingencies for further development of design and construction.

§ B.1.3 The Design-Builder shall meet with the City to review the Control Estimate, in the event that the City discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the City, the City shall acknowledge its acceptance in writing. The City's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ B.1.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the City with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the City, in writing, no later than the Design-Builder's first Application for Payment and shall be revised monthly or at other intervals as mutually agreed.

ARTICLE B.2: COSTS TO BE REIMBURSED

§ B.2.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the City. The Cost of the Work shall include only the items set forth in this Article B.2.

§ B.2.2 LABOR COSTS

§ B.2.2.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the City's approval, at off-site locations.

§ B.2.2.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site with the City's approval.

§ B.2.2.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ B.2.2.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3.

§ B.2.3 CONTRACT COSTS

§ B.2.3.1 Payments made by the Design-Builder to Contractors in accordance with the requirements of their contracts.

§ B.2.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ B.2.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ B.2.4.2 Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the City's property at the completion of the Work or, at the City's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the City as a deduction from the Cost of the Work.

§ B.2.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ B.2.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design-Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design-Builder. The basis for the cost of items previously used by the Design-Builder shall mean the fair market value.

§ B.2.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval.

§ B.2.5.3 Costs of removal of debris from the site.

§ B.2.5.4 Cost of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ B.2.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

§ B.2.6 DESIGN AND OTHER CONSULTING SERVICES

§ B.2.6.1 Compensation, including fees and reimbursable expenses, paid by the Design-Builder for design and other consulting services required by the Design-Build Documents.

§ B.2.7 MISCELLANEOUS COSTS

§ B.2.7.1 That portion of insurance and bond premiums that can be directly attributed to this Design-Build Contract.

§ B.2.7.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ B.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ B.2.7.4 Fees of laboratories for tests required by the Design-Build Documents except those related to defective or non-conforming Work for which reimbursement is excluded by Section A.13.5.3 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents and that do not fall within the scope of Section A.13.5.3.

§ B.2.7.5 Royalties and license fees paid for the use of a particular design process or product required by the Design-Build Documents, the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents, and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the City's consent. However such costs of legal defenses judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties fees and costs are excluded by the last sentence of Section A.3.16.1 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents then they shall not be included in the Cost of the Work

§ B.2.7.6 Data processing costs related to the Work

§ B.2.8 OTHER COSTS AND EMERGENCIES

§ B.2.8.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

§ B.2.8.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A.10.6 of Exhibit A, Terms and Conditions.

§ B.2.8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, provided that such damaged or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Contractors, Subcontractors or suppliers.

ARTICLE B.3: COSTS NOT TO BE REIMBURSED

§ B.3.1 The Cost of the Work shall not include:

§ B.3.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office except as specifically provided in Sections B.2.2.2 and B.2.2.3.

§ B.3.1.2 Expenses of the Design-Builder's principal office and offices other than the site office.

§ B.3.1.3 Overhead and general expenses except as may be expressly included in Article B 2 of this Exhibit

§ B.3.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

§ B.3.1.5 Rental costs of machinery and equipment, except as specifically provided in Section B.2.5.2.

§ B.3.1.6 Except as provided in Section B.2.8.3 of this Design-Build Contract, costs due to the negligence or failure of the Design-Builder to fulfill a specific responsibility of the Design-Builder, Contractors, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them maybe liable.

§ B.3.1.7 Any cost not specifically and expressly described in Article B.2, Costs to be Reimbursed.

§ B.3.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price, if any, to be exceeded.

ARTICLE B.4: DISCOUNTS, REBATES AND REFUNDS

§ B.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the City if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the City, or (2) the City has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Design-Builder shall make provisions so that they can be secured.

§ B.4.2 Amounts that accrue to the City in accordance with the provisions of Section B.4.1 shall be credited to the City as a deduction from the Cost of Work.

ARTICLE B.5: CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

§ B.5.1 Those portions of the Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed by others under contracts or by other appropriate agreements with the Design-Builder. The City may designate specific persons or entities from whom the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the City. The City shall then determine which bids will be accepted. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ B.5.2 Contracts or other agreements shall conform to the applicable payment provisions of this Design-Build Contract, and shall not be awarded on the basis of cost plus a fee without the City's prior consent.

ARTICLE B.6: ACCOUNTING RECORDS

§ B.6.1 The Design-Builder or any affiliated person or entity that performs a portion of the Work shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Design-Build Contract, and the accounting and control systems shall be satisfactory to the City. The City and the City's accountants shall be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records, books, correspondence, instructions, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Design-Build Contract, and the Design-Builder shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

§ B.6.2 When the Design-Builder believes that all the Work required by the Design-Build Contract has been fully performed, the Design-Builder shall deliver to the City's accountant a final accounting of the Cost of the Work.

§ B.6.3 The City's accountants will review and report in writing on the Design-Builder's final

accounting within thirty (30) days after delivery of the final accounting. Based upon such Cost of the Work as the City's accountants report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section A.9.10 of the Design-Build Contract have been met, the City will, within twenty-one (21) days after receipt of the written report of the City's accountants, notify the Design-Builder in writing of the City's intention to make final payment or to withhold final payment.

§ B.6.4 If the City's accountants report the Cost of the Work as substantiated by the Design-Builder's final accounting to be less than claimed by the Design-Builder, the Design-Builder shall be entitled to initiate resolution of the dispute pursuant to Article 6 of the Design-Build Contract and Article A.4 of Exhibit A, Terms and Conditions, for the disputed amount. If the Design-Builder fails to initiate resolution of the dispute within sixty (60) days, the substantiated amount reported by the City's accountants shall become binding on the Design-Builder.

§ B.6.5 If, subsequent to final payment and at the City's request, the Design-Builder incurs costs in connection with the correction of defective or non-conforming work as described in Article B.2, Costs to be Reimbursed, and not excluded by Article B.3. Costs Not to be Reimbursed, the City shall reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Design-Builder has participated in savings as provided in Section 4.4.3.1 of the Design-Build Contract, the amount of such savings shall be recalculated and appropriate credit given to the City in determining the net amount to be paid by the City to the Design-Builder.

EXHIBIT C
to the
DESIGN-BUILD CONTRACT
Between
The City of Northglenn, Colorado
And
Colorado Designscales, Inc.

Project: Larson Park Renovation
City of Northglenn

THE CITY of NORTHGLENN, COLORADO
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233

THE DESIGN-BUILDER:
Colorado Designscales, Inc.

Insurance and Bonds

ARTICLE C.1

The City and Design-Builder shall provide policies of liability insurance as required by the Design-Build Documents, or as follows:

Per Exhibit F

ARTICLE C.2

The Design-Builder shall provide surety bonds as follows:

Payment, Performance, Maintenance and Warranty Bond per Exhibit F

§ C.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

EXHIBIT D- FORM OF PROPOSAL

REQUEST FOR PROPOSAL

FINAL PROPOSAL PACKAGE

PROJECT NAME: LARSON PARK RENOVATION PROJECT
RFP NUMBER: RFP 2015-021

Proposals Due
Date: September 10, 2015
Time: 2:00 PM



PREPARED BY CITY OF NORTHGLENN PARKS, RECREATION & CULTURAL SERVICES
DEPARTMENT
11701 Community Center Drive
Northglenn, CO 80233

LARSON PARK RENOVATION PROJECT

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PROPOSAL NO RFP 2015-021

ISSUE DATE August 10, 2015

**REQUEST FOR PROPOSAL (RFP)
COVER SHEET**

PROPOSAL TITLE: Larson Park Renovation Project

SUBMISSION DEADLINE: 2:00 PM on September 10, 2015

LOCATION: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233
rfp@northglenn.org
www.govbids.com

CONTACT: Dana Kester

EMAIL: dkester@northglenn.org

PHONE: 303-917-1153

MANDATORY

PREBID CONFERENCE: Yes

DATE & TIME: August 17, 2015 at 11:00 AM

LOCATION: Larson Park, East 108th Ave & Larson Dr, Northglenn, CO 80233

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company Colorado Designscapes Inc. Fax Number 303-531-7670
 Address 1540 E. Fremont Dr. City, State Zip Centennial, CO 80112
 Contact Person Travis Sommervold Title Asst. Manager
 Email Tsommervold@designscapes.org Phone 303-721-9003
 Signature [Handwritten Signature]
 Print name Travis Sommervold

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** RFP 2015-021

2. **PROPOSAL TITLE:** Larson Park Renovation Project

3. **PURPOSE OF SOLICITATION:**

The City of Northglenn Parks, Recreation & Cultural Services Department is interested in selecting a Design-Build Team (DBT) to design, furnish, and install new playground equipment, adult fitness equipment, and other park amenities and site improvements for the Larson Park Renovation Project through the Request for Proposal (RFP) process. The intent is to design and construct two separate playground structures (including relocation of one playground area on site), one outdoor fitness zone, as well as to add additional park amenities at Larson Park. The design of the new playground equipment should be geared towards a variety of users and abilities.

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

<u>August 10, 2015</u>	<u>RFP Issue Date</u>
<u>August 17, 2015</u>	<u>Mandatory Pre-Proposal Conference</u>
<u>August 24, 2015</u>	<u>Question/Information Period Ends</u>
<u>August 27, 2015</u>	<u>Addendum Issuance</u>
<u>September 10, 2015</u>	<u>Proposal Submission Deadline</u>
<u>September</u>	<u>Notice of Award</u>
<u>October</u>	<u>Notice to Proceed</u>
<u>October-December</u>	<u>Anticipated Construction</u>
<u>December</u>	<u>Substantial Completion</u>

5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

7. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form and must be received in the Offices of the City Clerk prior to the closing date and time.

9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In

addition, all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds, if applicable, prior to the 90 days.

10. **LATE PROPOSALS:** Any proposal received after the final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
11. **SIGNATURES OF VENDORS:** Each vendor shall sign his proposal using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
12. **OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and, as such will be kept confidential to the extent provided by law.
13. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered as the City is exempt from payment of such taxes.
14. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.
15. **ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
16. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
17. **DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as

aforesaid.

- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.

PROPOSAL FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

PROPOSAL: Pursuant to the "advertisement for proposal" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of Colorado Designscapes Inc. (hereinafter called **BIDDER**) organized and existing under the laws of the State of Colorado doing business as a corporation *. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

Larson Park Renovation Project

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint bidder each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

#1, #2

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:


- 1. Recreation Plus-Equipment Email: _____
- 2. Plm Design - Design Email: _____
- 3. C3C Const. - Plumbing Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

- 1. Gary Wardle - Brighton Phone: _____
Email: Gwardle@brightonco.gov
- 2. Brad Meyering - Castle Pines Phone: _____
Email: Brad.meyering@castlepinesgov.com
- 3. Charles Zachemsky - BVS D Phone: _____
Email: Charles.Zachemsky@BVS D.org

(Seal, if Proposal is by a Corporation)



Attest _____


Respectfully submitted,

Philip E. [Signature]
 Signature

15440 E. Fremont Dr.
 Address

President
 Title

9/10/2015
 Date

 License Number
 (If Applicable Signature)

303-721-9003
 Phone Number

EXHIBIT E – AMOUNT OF COMPENSATION

Colorado Designscapes Inc.
 (Vendor Name)

The proposal shall be a **Guaranteed Maximum Price** including a breakout of tasks. Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

Larson Park Renovation Project - **RFP 2015-021**

Item	Description	Total Cost
A	Planning Services – concept plans & final plans	\$22,000.00
B	Design Services – survey, construction drawings and specifications	\$10,000.00
C	Construction – mobilization/bonds/insurance, site prep and earthwork, equipment delivery and installation, and construction material and testing <i>Concept #1</i>	
	" " <i>Concept #2</i>	
	" " <i>Concept #3</i>	

Cost are to include all cost for material, markup, overhead and general expenses

TOTAL FOR ALL ITEMS TBD Based on chosen Concept

TOTAL IN WORDS " "



15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

To:	City Of Northglenn	Contact:	Dana Kester
Address:	P.O. Box 330061 Northglenn, CO 80233	Phone:	303.450.8835
Project Name:	Larson Park Renovation Project	Bid Number:	
Project Location:	Larson Park, East 108th Ave & Larson Drive, Northglenn, CO	Bid Date:	9/10/2015

Line #	Item #	Item Description	Estimated Quantity	Unit
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CONCEPT #1

001		MOBILIZATION	1.00	LS
002		DEMOLITION	1.00	LS
003		CONCRETE - EXPANDED WALKING TRAIL	6,074.00	SF
004		ASPHALT - PIT ROAD	2,840.00	SF
005		PLAYGROUND SURFACING (POURED-IN-PLACE SYSTEM & EWF)	6,993.00	SF
006		PLAYGROUND EQUIPMENT	1.00	LS
007		ADULT FITNESS ZONE EQUIPMENT	1.00	LS
008		ADULT FITNESS ZONE SURFACING	1,908.00	SF
009		BASKETBALL COURT (RESTRIPIPING, NEW BACKBOARDS/NETS)	1.00	LS
010		SITE FURNISHINGS	1.00	LS
011		SHELTER	1.00	LS
012		LANDSCAPING	1.00	LS
013		IRRIGATION ADJUSTMENTS	1.00	LS
014		DESIGN FEES	1.00	LS

Total Price for above CONCEPT #1 Items: \$389,547.85

CONCEPT #2

001		MOBILIZATION	1.00	LS
002		DEMOLITION	1.00	LS
003		CONCRETE - EXPANDED WALKING TRAIL	2,236.00	SF
004		POURED-IN-PLACE SYSTEM	6,209.00	SF
005		PLAYGROUND EQUIPMENT	1.00	LS
006		ADULT FITNESS ZONE EQUIPMENT	1.00	LS
007		ADULT FITNESS ZONE SURFACING	1,894.00	SF
008		BASKETBALL COURT (RESTRIPIPING, NEW BACKBOARD/NETS)	1.00	LS
009		SITE FURNISHINGS	1.00	LS
010		SHELTER	1.00	LS
011		LANDSCAPING	1.00	LS
012		IRRIGATION ADJUSTMENTS	1.00	LS
013		DESIGN FEES	1.00	LS

Total Price for above CONCEPT #2 Items: \$379,400.00

CONCEPT #3

001		MOBILIZATION	1.00	LS
002		DEMOLITION	1.00	LS
003		CONCRETE - EXPANDED WALKING TRAIL	1,135.00	SF
004		PLAYGROUND SURFACING (POURED-IN-PLACE & EWF)	4,052.00	SF
005		PLAYGROUND EQUIPMENT	1.00	LS
006		ADULT FITNESS ZONE EQUIPMENT	1.00	LS
007		ADULT FITNESS ZONE SURFACING	1,908.00	SF
008		BASKETBALL COURT (RESTRIPIPING, NEW BACKBOARDS/NETS)	1.00	LS

Line #	Item #	Item Description	Estimated Quantity	Unit
	009	SITE FURNISHINGS	1.00	LS
	010	SHELTER	1.00	LS
	011	LANDSCAPING	1.00	LS
	12	IRRIGATION ADJUSTMENTS	1.00	LS
	013	DESIGN FEES	1.00	LS
Total Price for above CONCEPT #3 Items:				\$378,397.00

Notes:

- A 10% contingency needs to be carried by the owner. Contingency is not included in these costs for unforeseen conditions.

Payment Terms:

Payment due within 30 days of date of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Colorado Designscapes, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kristen Whitehead 303.721.9003 kwhitehead@designscapes.org</p>
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FINAL PROSAL PACKAGE

**PROJECT NAME: LARSON PARK RENOVATION
PROJECT**

RFP NUMBER: 2015-021

DUE: SEP. 10, 2015

TIME: 2:00 PM



RECREATION PLUS, LTD.





September 10, 2015

Dana Kester
Parks Project Coordinator
City of Northglenn
Northglenn, CO 80233

RE: Project Name: Larson Park Renovation Project, RFP Number: RFP 2015-021

Dear Ms. Kester

Enclosed is our reply to the above referenced RFP. Colorado DesignsCAPES, Inc. is pleased to submit our proposal working with PKM Design Group, Inc. and Recreation Plus. We look forward to the possibility of providing our services as a capable Landscape Services Contractor.

In addition to the items in the RFP, we hope you will consider the following:

Colorado DesignsCAPES, Inc. has been under the continuous management of our founders for 22 years, and we have project managers and superintendents on staff that are available for landscape services.

Colorado DesignsCAPES, Inc. has two Licensed Landscape Architects and three landscape and irrigation designers on staff to provide the design-assist requirements. Colorado DesignsCAPES self performs landscape, irrigation, concrete, shelter/ site furnishing installation, striping, sandblasting, trucking and maintenance.

Our clientele include Denver Public Schools, City of Aurora and the City of Castle Pines, to mention a few. We offer extensive experience with municipalities and understand the challenges of working with the public, as well as providing a safe site and positive community relations. Colorado DesignsCAPES, Inc. will commit to being on-site to complete requested landscape services with an anticipated lead-time of a period of two weeks prior notice. Our proposal will remain valid until 120 days from date of Proposal submission.

Thank you for reviewing our qualifications. Please let us know we can provide any additional information. We look forward to your reply.

Sincerely,

A handwritten signature in black ink that reads "Philip E. Steinhauer". The signature is written in a cursive style with a long horizontal line extending to the right.

Philip E. Steinhauer
President, Colorado DesignsCAPES, Inc.
Encl: RFQ Response with Attachments



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Tab D : Introduction/ Executive Summary

1. Colorado Designscapes is pleased to work with a local design firm, PKM Design Group, Inc. and local playground representative, Recreation Plus to provide the best possible playground solution.

Colorado Designscapes, Inc. has been under the continuous management of our founder for 22 years, and we have project managers and superintendents on staff that are available to service your park renovations.

For over 18 years, PKM Design Group, Inc. has been a provider of landscape architectural services including park, trail and open space design, landscape, irrigation and urban design, and natural resource planning.

PARK PLANNING AND DESIGN PROJECTS

PKM Design Group, Inc.

Northwest Greenbelt Playground Renovation

Client: City of Englewood, Dave Lee, Open Space Manager, Englewood Parks and Recreation 303-762-2680

PKM Design Group, Inc. assisted the City of Englewood with grant funding, design, bidding assistance and construction administration for this playground renovation project. The site included 2 playgrounds, a 5 to 12 age area and a tot lot. Special emphasis was placed on ADA access and providing the maximum amount of play events within budget. PKM worked closely with Recreation Plus to provide a creative and successful play environment for the local neighborhood.



Hallack Park Improvements

Client: City and County of Denver, Kent Sondgerath, Project Manager, 720-913-0636

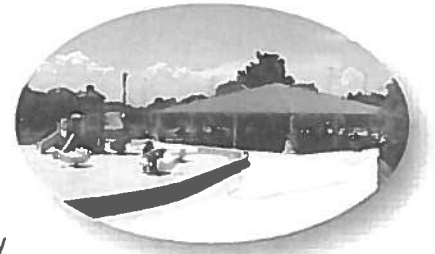
Project involved renovation of outdated play equipment and addition of separate tot lot area, picnic tables and benches. A bug theme was chosen through a public workshop process and carried throughout the play equipment and artwork throughout the site. Recreation Plus provided the play equipment.



Belleview Park

Client: City of Englewood, Dave Lee, Open Space Manager, Englewood Parks and Recreation 303-762-2680

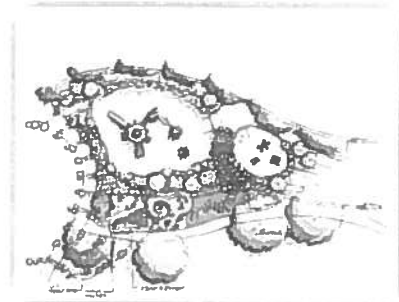
PKM Design Group, Inc. managed a team of consultants to renovate the park shelter, restroom, playgrounds and basketball court. PKM coordinated closely with Park staff to successfully incorporate all of their requirements including a 200-person capacity picnic shelter, while working with a constricted site and limited budget. In addition, PKM provided construction management on a fast-track schedule.



Eco Playground

Client: City and County of Denver Parks and Recreation, Mike Bouchard Project Manager 720-913-0613

Project included nature theme with a combination of custom tree house play structure, tot lot role playing elements and a natural play area comprised of salvaged materials such as tree trunks, boulders and fill from the demolition of this riverside site. In addition, PKM was responsible for design of an historic interpretive area with a deconstructed miners cabin, kitchen garden and wagon.



Centennial Park Improvements

Client: City of Englewood, Dave Lee, Open Space Manager, Englewood Parks and Recreation 303-762-2680

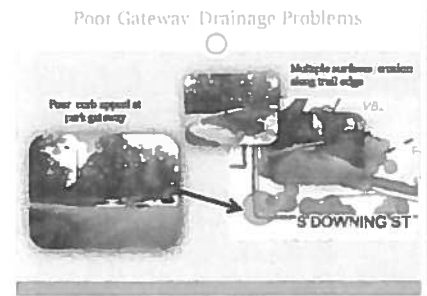
PKM Design Group, Inc. developed conceptual and construction plans for concrete park trail/sidewalk that included designs for fisherman access to lake with enhancement details, interpretive signs and utility relocations. Project also included landscape design for the restoration and enhancement of Centennial Pond trail and bank access area. PKM supervised and coordinated team for geotechnical, survey and structural bridge design for approximately one mile of trail design, specifications and cost estimates. Project submitted for grant funding.



Washington Park Running Trail

Client: City and County of Denver, Parks and Recreation

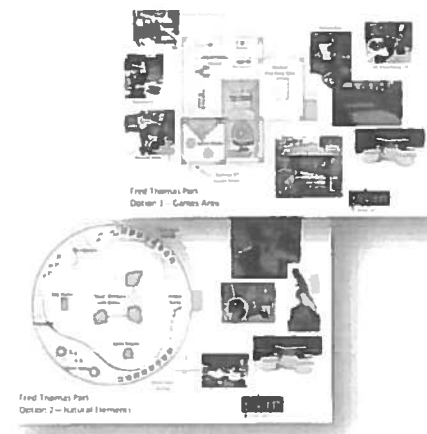
PKM Design Group, Inc. is preparing trail design plans for the Washington Park Running Trail including new alignments, restoration of existing trail and rehabilitation of areas where existing trail is being removed. Project includes gathering input from the public sector and special interest groups on conceptual alignments, park gateways and park maintenance issues. Details will be prepared for landscape, reseeding and irrigation design elements as determined through public involvement and CCD Parks and Forestry staff review.



Fred Thomas Park Play Area Concepts

Client: City and County of Denver, Parks and Recreation

PKM is preparing two options for a court conversion that includes rendered plans and cost estimates for improvements. A preferred option will be presented to the public for comment and final design. Final design will include features and products that provide alternatives to the current use.



Additional Past Experience:

City Park Pavilion Plaza/Ferrill Lake Improvements – City and County of Denver
 Metro State NCAA Women’s Softball Field Complex Master Plan and Final Design - Metro State Community College
 Daycare Playground Renovation - University of Colorado Health Sciences Center
 Landscape, Recreation and Playground Facilities - Buckley Air Force Base
 Maroon Valley Recreation Complex -White River National Forest
 Centennial Park Recreation Trail and Interpretive Signage – Englewood, Colorado
 Rocky Ridge Park – Aurora, Colorado
 E-470 Recreational Trail – E-470 Public Highway Authority
 Mission Viejo Park Softball Field Complex, Playground and Landscape – Aurora, Colorado

FIRM QUALIFICATIONS

Landscape Architect Consultant
PKM Design Group, Inc.



For over 18 years, **PKM Design Group, Inc.** is a provider of landscape architectural services including park, trail and open space design, landscape, irrigation and urban design, and natural resource planning. Past and present projects demonstrate the integration of landscape architecture, recreation design, community involvement and environmental quality factors include the following: Northwest Greenbelt Playground Renovation for the City of Englewood that involved taking the project from grant application through construction, Belleview Park , for the City of Englewood, which included a 200-person pavilion, restroom, two playgrounds and basketball court, Fred Thomas Playground Renovation that included a new vision for adult and teen “play” in the City of Denver and the Washington Park Running Trail Realignment which included urban trail design, site restoration and extensive public involvement Other representative projects include the 120th Avenue/Adams County Regional Park Improvement Project which included pedestrian trails, bridge architecture, overlooks and environmental education signage, the University of Colorado Health Sciences Center Daycare Playground Renovation, which involved complete reconstruction of the playground including tricycle track, shade structure and picnic facility.

PKM Design Group, Inc. will provide the necessary staff to complete the Larson Park project including a principal landscape architect, project landscape architect, certified arborist and irrigation designer. We will prepare all presentation graphics with a combination of AutoCAD, Adobe Photoshop and Illustrator. All construction documents will be prepared using AutoCAD and provided to the City in both electronic and hard copies, as requested.

RECREATION PLUS, LTD.



August 31, 2015

Recreation Plus, Ltd. has been in business for 28 years, we have represented Little Tikes Commercial and PW Athletics, Fibar, Urban Accessories and Superdeck Dock Systems for twenty five of those years, Wausau for seventeen of those years, and Icon Shelters seven years and Dynamo Industries for three year. We specialize in working with school districts, park departments, government agencies and HOA organizations. The manufacturers and Recreation Plus, Ltd. understand the needs of their clients, working together to provide a high quality product at an affordable price. The equipment is fun, engaging, and durable. The structure designs take into consideration graduated challenges to provide equipment for all ages and abilities. We pride ourselves in supplying exemplary customer service, and also can be a resource for you.

Recreation Plus, Ltd is one of the standard (if not the exclusive) playground providers for many of the front range school districts and parks departments such as: Aurora Public Schools, Douglas County Schools, Poudre Valley Schools and Thompson Valley Schools, Fort Collins Parks, South Suburban Parks, and Denver Parks. We also have provided a lot of equipment for Aurora Parks. In addition we work closely with HOA's, private developers and religious organizations.

Our installers have been in business since 1977 installing outdoor recreation equipment. The installation crew is NIPSI certified (National Playground Safety Institute) as well as being certified installers for Little Tikes. They are our front line on our quest for the highest level of quality customer service

Our manufacturers operate "state of the art" recently updated manufacturing facilities. They choose only the highest quality raw materials for their manufacturing.

In addition, Little Tikes products go through extensive performance testing before being released to the general public. Little Tikes and Dynamo certify that their structures meet all of the current playground safety standards CPSC (Consumer Product Safety Commission), ASTM (American Standards for Testing of Materials), ADA (Americans with Disabilities) and are IPEMA certified (International Playground Equipment Manufacturers Association).

In closing please be assured that Recreation Plus, Ltd. and the manufacturers that we bring to the project are committed to provide City of Northglenn with a safe and positive play equipment experience.



Tab D : Introduction/ Executive Summary

1. BRIEF DESCRIPTION OF THE FIRM

Since this is a design build type of project Colorado DesignsCAPES Inc. is looking to put together the best possible team to complete the project as quickly and professionally while maintaining the integrity of the project. This is why we have teamed with PKM Design Group, Inc. out of Centennial, CO, as well as Recreation Plus out of Golden, CO to establish the best pre-construction, construction, and quality control team we can think of on the front range.

Designscapes Colorado has worked on many projects with Recreation Plus. Some examples, but not limited to are: Homestead Playground in Greenwood Village, Rocky Mountain Prep Charter Academy Playground Renovations in Denver and Mainstreet School Playground for St. Vrain Valley School District.

Recreation Plus and PKM Design Group have worked on a few projects together in the Denver Metro Area. A couple of examples are: Northwest Greenbelt Park for the City of Englewood and Grant Frontier Park for the City of Denver.

2. LABOR RATES

- A. Project Manager : \$75/hour
- B. Primary party responsible for playground design \$60
- C. Primary party for construction of playground
 - 1. Foreman: \$55/hour
 - 2. Laborer: \$40/hour
- 1. Tom Brownfield – DesignsCAPES Division Manager
- 2. Doug Gibb – DesignsCAPES Project Manager
- 3. Henry Orosco – DesignsCAPES Site Foreman
- 4. Travis Sommervold – DesignsCAPES Estimator
- 5. Patricia Miers - PKM Design Group, Inc. Landscape Architect
- 6. Adam Barnard - PKM Design Group, Inc. Landscape Architect
- 7. Miriam Hootstein - Recreation Plus Playground Vendor

See attached resumes for Phil, Tom, Doug, Travis, PKM Design Group and Recreation Plus

PHIL STEINHAUER, PLA

CEO and Landscape Architect
Colorado DesignsCAPES, Inc.



EDUCATION AND ASSOCIATIONS

Bachelor of Science, Horticulture, 1984
Concentration in Landscape Design and Contracting.
Colorado State University
Fort Collins, Colorado

A.L.C.C., Associated Landscape Contractors of Colorado - Member

CERTIFICATIONS AND AWARDS

ALCC - Grand Award Winner for Excellence in Landscaping
Vice President of Cherry Creek Business Center Association
Rocky Mountain Region Liason for Sigma Alpha Epsilon Fraternity

EXPERIENCE

Responsible for the operation of DesignsCAPES Colorado, Inc's daily operations and management. Mr. Steinhauer's focus is in the development of the company's Residential Design and Construction Division which produces \$5M in revenue. As well as working on his own projects, he routinely mentors new employees and interns to mold their skills into exceptional landscape designers. His interests also include developing the company's sales and marketing interests.

PAST PROJECTS

Douglas Elementary School Master Plan

Participated as Lead Designer with Douglas Elementary School's Playground Committee to create and implement a Master Plan for the school's future playground.

Cherry Hills Private Residence Master Plan

Participated as Lead Designer with owner to create a 20 acre \$4M estate master plan and served as Project Manager during construction.

Private Residences

Participates as Lead Designer working closely with owners and architects to create "Outdoor Living Spaces" ranging from \$50K to \$4M. Also acts as Project Manager on all of his work to ensure quality control.

TOM BROWNFIELD

Commercial Project Manager/Division Manager
Colorado DesignsCAPES, Inc.



EDUCATION AND CERTIFICATIONS

Bachelor of Landscape Architecture, 1997
Iowa State University
Ames, Iowa

Licensed Landscape Architect, State of Colorado, License # 219
Licensed ROW Concrete Supervisor, City of Aurora
Licensed ROW Earthwork Supervisor, City of Aurora
Certified CPR and First Aid Training

EXPERIENCE

To date, Mr. Brownfield has 18 years of construction experience with DesignsCAPES including but not limited to: earthwork, utilities, mechanical, concrete, structures, landscape and irrigation. Also with his construction experience he brings the experience of a registered landscape architect to the construction side of each project, graduating from a nationally accredited program. This brings an extra value and insight to the management of his projects.

PAST PROJECTS

CITY OF CASTLE PINES PUBLIC WORK MAINTENANCE - 2012 - Current
Castle Rock, Colorado
Contract: \$1.2-Million

ELK RIDGE PARK, CASTLE PINES NORTH - 2011
Castle Pines, Colorado
Contract: \$4.1-Million

DENVER PUBLIC SCHOOLS LEARNING LANDSCAPES - 2007, 2009, 2010
Denver, Colorado
Combined Contract: \$5-Million

RED TAILED HAWK PARK 2009
City of Aurora, Colorado
Contract: \$1,226,000

UTAH PARK RENOVATIONS
Aurora, Colorado
Contract: \$975,000.00

SKYLINE HIGH SCHOOL
Wheat Ridge, Colorado
Contract: \$1,200,000.00

DOUG GIBB

Commercial Construction Superintendent
Colorado DesignsCAPES, Inc.



EDUCATION

Bachelor of Arts
University of Colorado at Denver
Denver, Colorado

Double Major: Spanish and Economics

One-year study abroad in Barcelona, Spain

EXPERIENCE

Mr. Gibb has 22 years of professional construction experience, all 22 of these years are with Colorado DesignsCAPES, Inc. His experience includes construction operations, project management, contract negotiations, close-out, and warranty.

PAST PROJECTS



Wrangler Park; City of Castle Rock, Colorado. Project Manager. Executed the planning and installation of the community pavilion, play zones, athletic field, and walkway. Work included: grading, concrete, erosion control, slope stabilization, irrigation, and landscaping. All work on this project was completed by own forces and equipment.



Carmichael Park; City of Brighton, Colorado. Project Manager. Managed the installation of the shelters, signage, playgrounds, concrete trails, storm water system, irrigation, landscape and a prefabricated restroom. All work on this project was completed by own forces and equipment.



Forest Springs; City of Arvada, Colorado. Project Manager. Located on land that was once a landfill site, Mr. Gibb and his team were able to amend the area, grade, and install concrete trails, shade structures, fencing, seat walls, plazas, play equipment, landscaping and an irrigation system. All work on this project completed with own forces and equipment.

Benedict Park: Splash Pad; City of Brighton, Colorado. Project Manager. Executed the installation of a prefabricated restroom, landscape boulders, new asphalt, electrical and lighting system, irrigation system, shade shelter, and splash pad. Site work also included grading, drainage, and erosion control.

TRAVIS SOMMERVOLD

Assistant Commercial Division Manager
Colorado DesignsCAPES, Inc.



EDUCATION AND CERTIFICATIONS

Bachelor of Science, Horticulture
Concentration in Landscape Design and Contracting.
Colorado State University
Fort Collins, Colorado

Certified CPR and First Aid Training

EXPERIENCE

Mr. Sommervold has been working in the landscaping industry for 14 years. Experience includes but not limited to: Commercial and Residential Irrigation design and construction/ repair, Residential Landscape Design, Hardscape Design and installation. Additional experience includes 7 years estimating and purchasing.

PAST PROJECTS

Commercial estimator responsible for estimating and coordinating with other estimators to achieve target sales goals, and develop new relationships with municipalities and general contractors. Researching vendors and suppliers as well as subcontractors to achieve individual project needs.

RECENT COMPETITIVE BIDS

May 2014 – Benedict Park – Brighton (\$1.3MM)
March 2014 – Crestview/Foothills Playgrounds (\$400K)
Oct 2013 – CCOD Benedict Fountain Park (\$700K)
July 2012 – Radiant Park – Ft. Collins (\$1.6MM)
July 2012 – Winter Farm Park – Windsor (\$800K)
January 2012 – Carmichael Park – Brighton (\$1.7MM)
July 2010 – Elk Ridge Park – Castle Pines (\$4-MM)
April/May 2010 – DPS - Learning Landscapes (13 Total)

ESTIMATOR EXPERIENCES

Previous estimating experience includes solicitation and compilation of bids from subcontractors and vendors for public and private contracts, analysis of contract documents and site evaluation for confirmation of conditions. Projects ranged from \$100,000 to \$5,000,000.00. Also worked as residential project manager for 4 years.

FIRM QUALIFICATIONS

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August 31, 2015

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Tab E : Scope of Work

Designscapes Colorado has a team that will work together to create and complete the project as quickly and professionally while maintaining the integrity of the project.

Ideally we would have 2-3 pre-design meetings with Designscapes and PKM Group, Inc. which would attend to make sure the design intent of the town is met. Allowing a total of 6 weeks for design documents. The initial intent is to have PKM Group, Inc. provide construction drawings for demo, erosion control, layout, grading, irrigation, and landscape as a subcontractor to Designscapes. Designscapes would pull all permits and handle the construction as the general contractor, ensuring the site is safe, clean, and the project maintains the proposed schedule. Designscapes would manage all subcontractors, materials testing, and meeting minutes. We typically like to have weekly OAC (owner and contractor) meetings, however in winter months this sometimes becomes every other week due to weather and shorter days but that will be determined by the project team.

After the construction is completed (assuming the playgrounds are surfaced before the cold winter months) we would have a substantial completion walk and create a punch-list of items to be corrected. Typically 2-3 weeks is enough time to complete the punch-list items and have a final walk where the project is signed off on. At final completion the warranty period would begin. Typically that period is 1 year.

1. The design that PKM Design Group has created includes an activity for all ages and abilities. There is the 2-5 age group playground area which is separated from the older kids, 5-12 age group. Those who are older kids and would like to exercise have the adult fitness zone that is closer to the street. Walking paths and athletic turf fields allow for people of all ages to enjoy the outdoors.
2. Larson Park will be rejuvenated with new playground and fitness equipment while trying to utilize what is existing. The existing footprints of the park will remain fairly consistent with minor exceptions. The existing playgrounds areas will be reused and revitalized and feel like a whole new park with new walking areas, new theme and brand new updated equipment.

3. Designsapes Colorado has constructed numerous parks across the Colorado front range. Our design/build team has the knowledge and resources to know what permits and requirements are needed in a specific area. The design/build team is well aware of when engineering is required, when materials testing is needed and how to get all of the paperwork signed.

4. The overall project costs were reduced by utilizing the existing conditions while upgrading the entire site. Landscape materials, trees, shrubs and grass, were mostly left untouched. The concrete walking path has been upgraded with signage



Tab G : DAVIS-BACON ACT

Designscapes Colorado and the design/build team include in their proposal an acknowledgement that this project has been funded through federal Community Development Block Grant funds and all work completed on the project will be performed in compliance with the Davis-Bacon Act and Federal Labor Standards Provisions (HUD form 4010). Designscapes Colorado will be responsible for all documentation related to and required by the Davis-Bacon Act throughout the entirety of the project and at project close-out. Designscaps Colorado and DBT have completed projects in compliance with Davis-Bacon Act including:

City and County of Denver: Cheesman Park Irrigation
 Paco Sanchez Park
 Argo Park
 Observatory Park
 Garland Park
 Cuatro Vientos Park
 Speer Blvd Irrigation
 Benedict Fountain Park
 Bear Creek Park
 Denver Museum Landscape & Irrigation

Pinkard Construction: Village At Yorkshire
 Denver Housing Authority - Westridge Apartments

Urban Land Conservancy: Dahlia Street Apartments

Stapleton: Filing 40 Pocket Park
 46th Place Landscape
 Filing 18 Landscape And Irrigation



September 10, 2015

Dana Kester
Parks Project Coordinator
City of Northglenn
Northglenn, CO 80233

RE: Project Name: Larson Park Renovation Project, RFP Number: RFP 2015-021

Dear Ms. Kester

Enclosed is our reply to the above referenced RFP. Colorado Designscapes, Inc. is pleased to submit our proposal working with PKM Design Group, Inc. and Recreation Plus. We look forward to the possibility of providing our services as a capable Landscape Services Contractor.

In addition to the items in the RFP, we hope you will consider the following:

Colorado Designscapes, Inc. has been under the continuous management of our founders for 22 years, and we have project managers and superintendents on staff that are available for landscape services.

Colorado Designscapes, Inc. has two Licensed Landscape Architects and three landscape and irrigation designers on staff to provide the design-assist requirements. Colorado Designscapes self performs landscape, irrigation, concrete, shelter/ site furnishing installation, striping, sandblasting, trucking and maintenance.

Our clientele include Denver Public Schools, City of Aurora and the City of Castle Pines, to mention a few. We offer extensive experience with municipalities and understand the challenges of working with the public, as well as providing a safe site and positive community relations. Colorado Designscapes, Inc. will commit to being on-site to complete requested landscape services with an anticipated lead-time of a period of two weeks prior notice.

Thank you for reviewing our qualifications. Please let us know we can provide any additional information. We look forward to your reply.

Sincerely,

Philip E. Steinhauer
President, Colorado Designscapes, Inc.
Encl: RFQ Response with Attachments



Table of Contents

Tab 1: Administrative

Tab 2: Proposed Level of Service

Tab 3: Completed Pricing Sheet – (Attachment A)

FINAL PROSAL PACKAGE

**PROJECT NAME: LARSON PARK RENOVATION
PROJECT**

RFP NUMBER: 2015-021

DUE: SEP. 10, 2015

TIME: 2:00 PM



RECREATION PLUS, LTD.





Tab D : Introduction/ Executive Summary

1. BRIEF DESCRIPTION OF THE FIRM

Because this is a design build type of project Colorado Designscapes Inc. is looking to put together the best possible team to complete the project as quickly and professionally while maintaining the integrity of the project. This is why we have teamed with PKM Design Group, Inc. out of Centennial, CO, as well as Recreation Plus out of Golden, CO to establish the best pre-construction, construction, and quality control team we can think of on the front range.

Designscapes Colorado has worked on many projects with Recreation Plus. Some examples, but not limited to are:

2. CUSTOMER SERVICE PLAN

Colorado Designsapes, Inc. runs several landscape and irrigation crews, all of which have been with us for many years. They have worked with each of the project managers, superintendents and customers noted above. We have in excess of 75 additional seasonal workers who work on our projects during the May through September construction season, therefore, staffing and manning multiple projects is something we are prepared for.

In addition to the management and technicians, our staff consists of two licensed landscape architects and three landscape and irrigation designers. Also, we employ three estimators who have experience with creating project budgets from on-site assessments or design-development documents. We are experienced with creating budgets and schedules, communicating with owners and end-users in order to provide a complete project that exceeds expectations. We utilize CAD provide complete/accurate as-builts, as well as Microsoft Project for scheduling. As a result of working in high-profile neighborhood locations and in facilities where there are occupied sites, we have learned how to coordinate and communicate with property managers, owners and agencies.

- Preconstruction meetings are conducted as required to keep the status and priorities in focus.



- Training of our staff and crews as to proper protocol regarding private property access, proper behavior and language at all times.
- Direct and immediate contact with appropriate individuals who are capable of making the required decision.
- Communication with the Owner, Architect and end-users to be sure that all expectations are met.
- We offer value-engineering alternatives in order to keep the project within budget.

Colorado DesignsCAPES, Inc. will commit to providing a one (1) year warranty for following substantial completion for all installed and approved landscape and irrigation services.

3. INFORMATION ON SUPPLIERS AND VENDORS

The Vendors we use most are:

- Green Spot, Inc. Marty Ida 303-485-5373
- Gardner Turfgrass Tom Welch 303-252-1900
- CPS Distributors, Inc. Mark Schwindaman 303-350-3230

4. LIST OF EQUIPMENT

See Attachment

5. REFERENCES

1. City of Brighton – Benedict Park Phase I
 - Owner: City of Brighton, 500 S. 4th Ave, Brighton
 - Gary Wardle 303-655-2135
 - Site Work, Concrete, Asphalt, Shade Structure, Irrigation, Landscape, Steel Fabrication
 - Original: \$836,148
 - Final: \$965,348 (increase due to increased scope)
 - Schedule: June 2013 thru May 2014 (spring planting)



2. Arapahoe County – Dove Valley Monument Sign

- Owner: Arapahoe County, 5334 S Prince St., Littleton
- Kevin Crehan, PM 303-477-2293
- Demolition, Earthwork, Concrete, Masonry, Signage, Landscape, & Irrigation
- Original: \$186,466
- Final: \$186,466
- Schedule: March 2014 thru June 2014

3. Centennial – Centennial Park Parking Lot

- Owner: City of Centennial, 13133 East Arapahoe Road, Centennial
- Gary Cahill, PM 720-346-8377
- Landscape & Irrigation
- Original: \$212,648
- Final: \$293,691 (increased due to increased scope)
- Schedule: June 2013 thru December 2013

6. STAFF QUALIFICATIONS

Colorado DesignsCAPES, Inc. offers the following individuals to manage your projects:

Point of Contact: Tom Brownfield 303-912-6971
 Project Manager: Doug Gibb 303-912-1598

Doug Gibb has been employed by Colorado DesignsCAPES, Inc. for twenty three years and has managed municipal contracts with landscape and irrigation services. His projects benefit from his product knowledge, problem solving skills and the ability to complete projects with time and budget constraints.

The following are Doug's previous customers and contact numbers:

5. REFERENCES

- Carmichael Park Gary Wardle 303-655-2135
- Wrangler Park Jeff Smullen 303-814-5458
- 1. City of Brighton – Benedict Park Phase I Jim Wages 720-424-5506
- Schmitt Elementary School Jim Wages 720-424-5506
- Owner: City of Brighton, 500 S. 4th Ave, Brighton

15440 East Fremont Blvd, Centennial, CO 80112 • 303.721.9003 • Fax 303.531.7670

- Site Work, Concrete, Asphalt, Shade Structure, Irrigation, Landscape, Steel Fabrication
- Original: \$836,148
- Final: \$965,348 (increase due to increased scope)



The crew will consist of Henry Orosco as Superintendent and his related technicians. Henry has worked for Colorado DesignsCAPES, Inc. in excess of seven years and has been on projects for Denver Public Schools, City and County of Denver and City of Aurora. He brings substantial knowledge of city ordinances and of irrigation systems.

See attached resumes for Tom Brownfield, Doug Gibb, and Travis Sommervold.



Equipment Availability

Designscapes Colorado Landscape Maintenance Operations

Description	Quantity
• F450 crew cab trucks with dump bodies	8
• Crew cab trucks	9
• Ford Ranger Truck	1
• Eighteen foot car haul trailers	14
• Riding mowers 62"	9
• Standers 52"	4
• Large Mowers 48"	13
• Medium mowers 36"	12
• Small mowers 21"	14
• Line Trimmers	25
• Hedge Trimmers	14
• Edgers	10
• Leaf Blowers	23
• Aerators	7
• Bed rototillers	2
• Barreto hydraulic rototillers	4
• Dump trucks-trailers	4
• Kenworth tractor-trailers	3
• Cat skidsteers	8
• Kubota tractors	4
• Cat 924 wheel loader	1
• Cat 950 wheel loader	1
• Fertilizer spreaders	7
• John Deere 5400 w/6' brush cutter	2
• ATV – 4 Wheeler	1
• 500 gallon water tank w/ pump	1
• Back pack sprayers	16
• 250 gallon sprayer	1
• GMC Water Truck 2000 gallon	1

TOM BROWNFIELD

Commercial Project Manager/Division Manager
Colorado DesignsCAPES, Inc.



EDUCATION AND CERTIFICATIONS

Bachelor of Landscape Architecture, 1997
Iowa State University
Ames, Iowa

Licensed Landscape Architect, State of Colorado, License # 219
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Double Major: Spanish and Economics

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Mr. Gibb has 22 years of professional construction experience, all 22 of these years are with Colorado DesignsCAPES, Inc. His experience includes construction operations, project management, contract negotiations, close-out, and warranty.

PAST PROJECTS



Wrangler Park; City of Castle Rock, Colorado. Project Manager. Executed the planning and installation of the community pavilion, play zones, athletic field, and walkway. Work included: grading, concrete, erosion control, slope stabilization, irrigation, and landscaping. All work on this project was completed by own forces and equipment.



Carmichael Park; City of Brighton, Colorado. Project Manager. Managed the installation of the shelters, signage, playgrounds, concrete trails, storm water system, irrigation, landscape and a prefabricated restroom. All work on this project was completed by own forces and equipment.



Forest Springs; City of Arvada, Colorado. Project Manager. Located on land that was once a landfill site, Mr. Gibb and his team were able to amend the area, grade, and install concrete trails, shade structures, fencing, seat walls, plazas, play equipment, landscaping and an irrigation system. All work on this project completed with own forces and equipment.

Benedict Park; Splash Pad; City of Brighton, Colorado. Project Manager. Executed the installation of a prefabricated restroom, landscape boulders, new asphalt, electrical and lighting system, irrigation system, shade shelter, and splash pad. Site work also included grading, drainage, and erosion control.

TRAVIS SOMMERVOLD

Assistant Commercial Division Manager
Colorado DesignsCAPES, Inc.



EDUCATION AND CERTIFICATIONS

Bachelor of Science, Horticulture
Concentration in Landscape Design and Contracting.
Colorado State University
Fort Collins, Colorado

Certified CPR and First Aid Training

EXPERIENCE

Mr. Sommervold has been working in the landscaping industry for 14 years. Experience includes but not limited to: Commercial and Residential Irrigation design and construction/ repair, Residential Landscape Design, Hardscape Design and installation. Additional experience includes 7 years estimating and purchasing.

PAST PROJECTS

Commercial estimator responsible for estimating and coordinating with other estimators to achieve target sales goals, and develop new relationships with municipalities and general contractors. Researching vendors and suppliers as well as subcontractors to achieve individual project needs.

RECENT COMPETITIVE BIDS

May 2014 – Benedict Park – Brighton (\$1.3MM)
March 2014 – Crestview/Foothills Playgrounds (\$400K)
Oct 2013 – CCOD Benedict Fountain Park (\$700K)
July 2012 – Radiant Park – Ft. Collins (\$1.6MM)
July 2012 – Winter Farm Park – Windsor (\$800K)
January 2012 – Carmichael Park – Brighton (\$1.7MM)
July 2010 – Elk Ridge Park – Castle Pines (\$4-MM)
April/May 2010 – DPS - Learning Landscapes (13 Total)

ESTIMATOR EXPERIENCES

Previous estimating experience includes solicitation and compilation of bids from subcontractors and vendors for public and private contracts, analysis of contract documents and site evaluation for confirmation of conditions. Projects ranged from \$100,000 to \$5,000,000.00. Also worked as residential project manager for 4 years.



Tab 3: Completed Pricing Sheet – (See Attachment A)



15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

To:	City Of Northglenn	Contact:	Dana Kester
Address:	P.O. Box 330061 Northglenn, CO 80233	Phone:	303.450.8835
Project Name:	Larson Park Renovation Project	Bid Number:	
Project Location:	Larson Park, East 108th Ave & Larson Drive, Northglenn, CO	Bid Date:	9/10/2015

Line #	Item #	Item Description	Estimated Quantity	Unit
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CONCEPT #1

001	MOBILIZATION	1.00	LS
002	DEMOLITION	1.00	LS
003	CONCRETE - EXPANDED WALKING TRAIL	6,074.00	SF
004	ASPHALT - PIT ROAD	2,840.00	SF
005	PLAYGROUND SURFACING (POURED-IN-PLACE SYSTEM & EWF)	6,993.00	SF
006	PLAYGROUND EQUIPMENT	1.00	LS
007	ADULT FITNESS ZONE EQUIPMENT	1.00	LS
008	ADULT FITNESS ZONE SURFACING	1,908.00	SF
009	BASKETBALL COURT (RESTRIPIING, NEW BACKBOARDS/NETS)	1.00	LS
010	SITE FURNISHINGS	1.00	LS
011	SHELTER	1.00	LS
012	LANDSCAPING	1.00	LS
013	IRRIGATION ADJUSTMENTS	1.00	LS
014	DESIGN FEES	1.00	LS

Total Price for above CONCEPT #1 Items: \$389,547.85

CONCEPT #2

001	MOBILIZATION	1.00	LS
002	DEMOLITION	1.00	LS
003	CONCRETE - EXPANDED WALKING TRAIL	2,236.00	SF
004	POURED-IN-PLACE SYSTEM	6,209.00	SF
005	PLAYGROUND EQUIPMENT	1.00	LS
006	ADULT FITNESS ZONE EQUIPMENT	1.00	LS
007	ADULT FITNESS ZONE SURFACING	1,894.00	SF
008	BASKETBALL COURT (RESTRIPIING, NEW BACKBOARD/NETS)	1.00	LS
009	SITE FURNISHINGS	1.00	LS
010	SHELTER	1.00	LS
011	LANDSCAPING	1.00	LS
012	IRRIGATION ADJUSTMENTS	1.00	LS
013	DESIGN FEES	1.00	LS

Total Price for above CONCEPT #2 Items: \$379,400.00

CONCEPT #3

001	MOBILIZATION	1.00	LS
002	DEMOLITION	1.00	LS
003	CONCRETE - EXPANDED WALKING TRAIL	1,135.00	SF
004	PLAYGROUND SURFACING (POURED-IN-PLACE & EWF)	4,052.00	SF
005	PLAYGROUND EQUIPMENT	1.00	LS
006	ADULT FITNESS ZONE EQUIPMENT	1.00	LS
007	ADULT FITNESS ZONE SURFACING	1,908.00	SF
008	BASKETBALL COURT (RESTRIPIING, NEW BACKBOARDS/NETS)	1.00	LS

Line #	Item #	Item Description	Estimated Quantity	Unit
	009	SITE FURNISHINGS	1.00	LS
	010	SHELTER	1.00	LS
	011	LANDSCAPING	1.00	LS
	12	IRRIGATION ADJUSTMENTS	1.00	LS
	013	DESIGN FEES	1.00	LS
Total Price for above CONCEPT #3 Items:			\$378,397.00	

Notes:

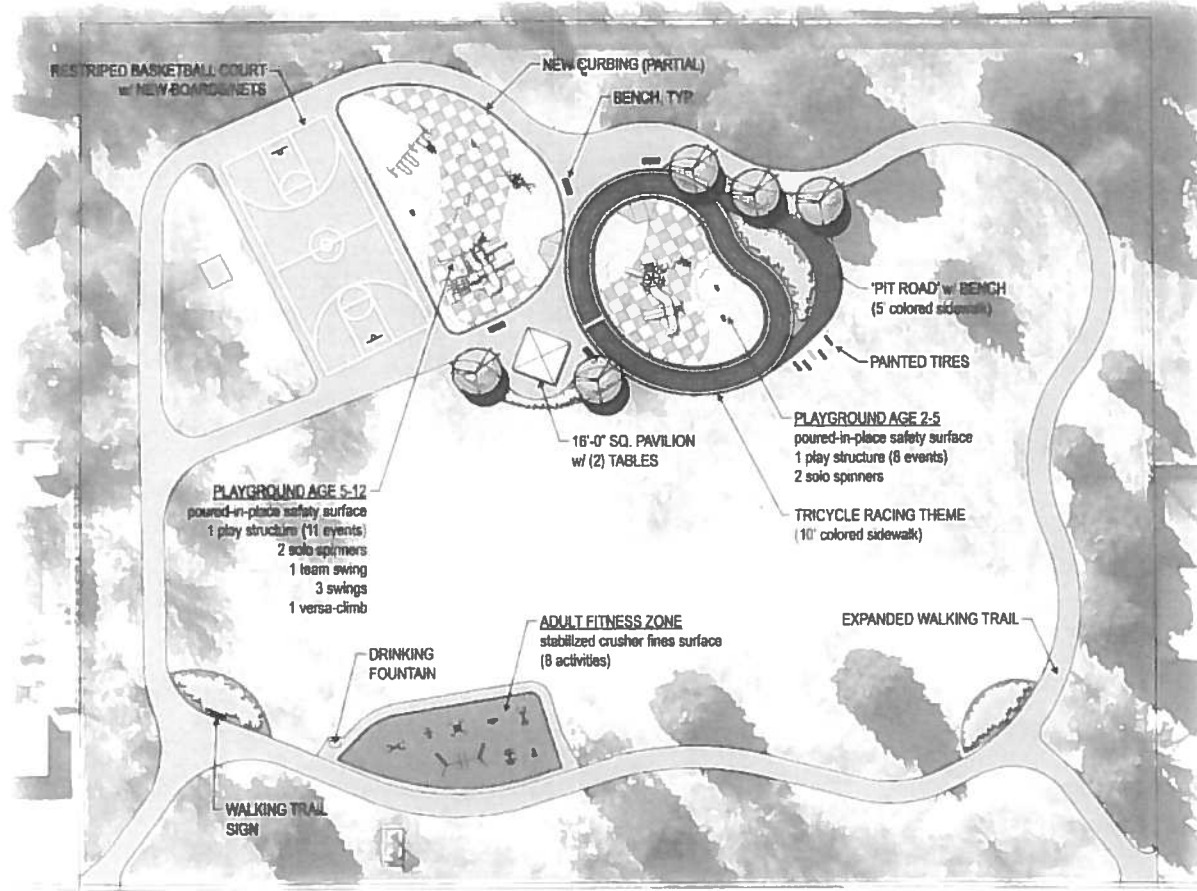
- A 10% contingency needs to be carried by the owner. Contingency is not included in these costs for unforeseen conditions.

Payment Terms:

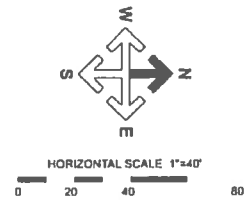
Payment due within 30 days of date of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Colorado Designscapes, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kristen Whitehead 303.721.9003 kwhitehead@designscapes.org</p>
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Concept #1



LARSON DRIVE



LARSON PARK - Tricycle Raceway

Northglenn, CO

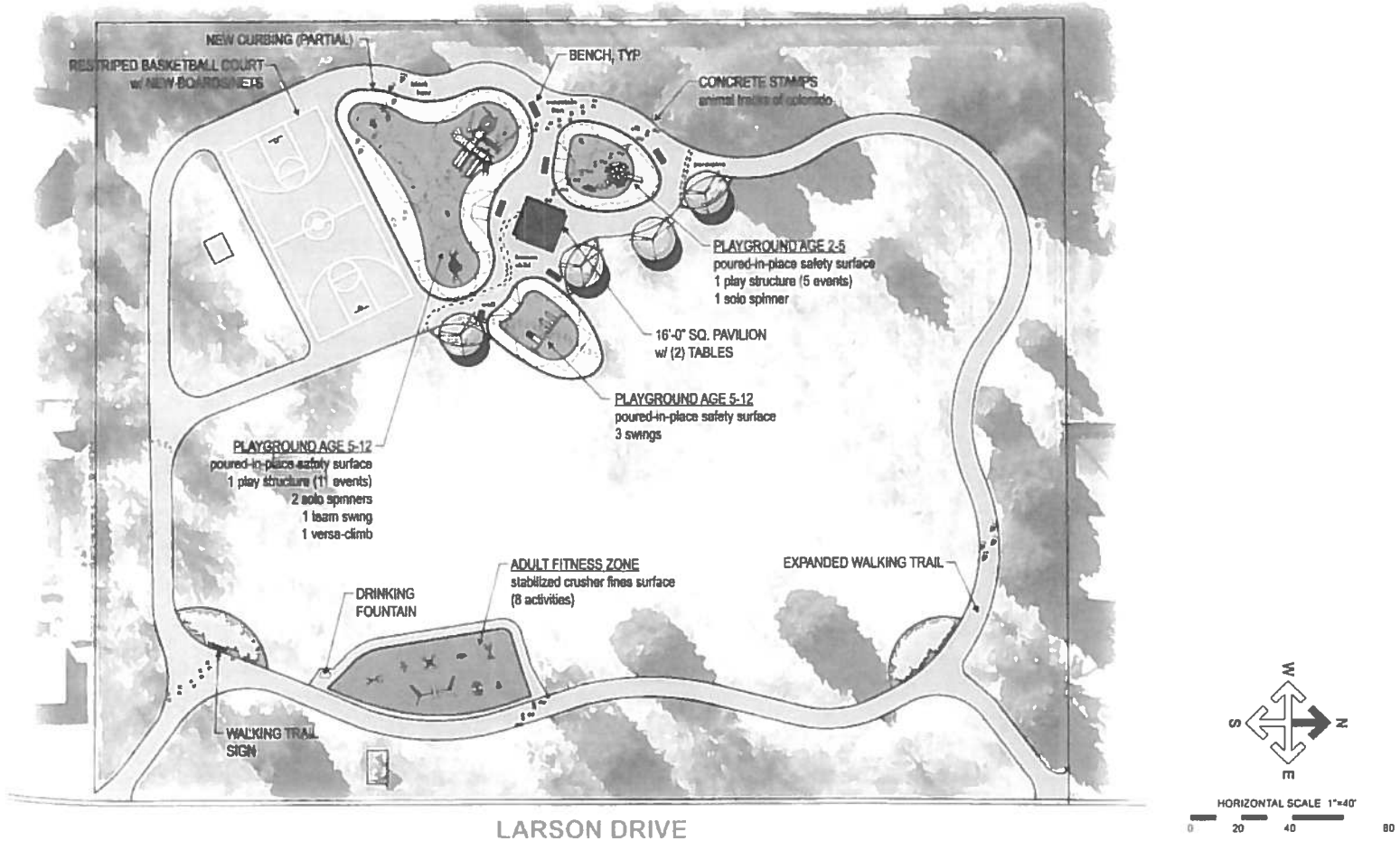
September 2015



Concept #1



Concept #2



LARSON PARK - Colorado Animal Tracks
Northglenn, CO

September 2015

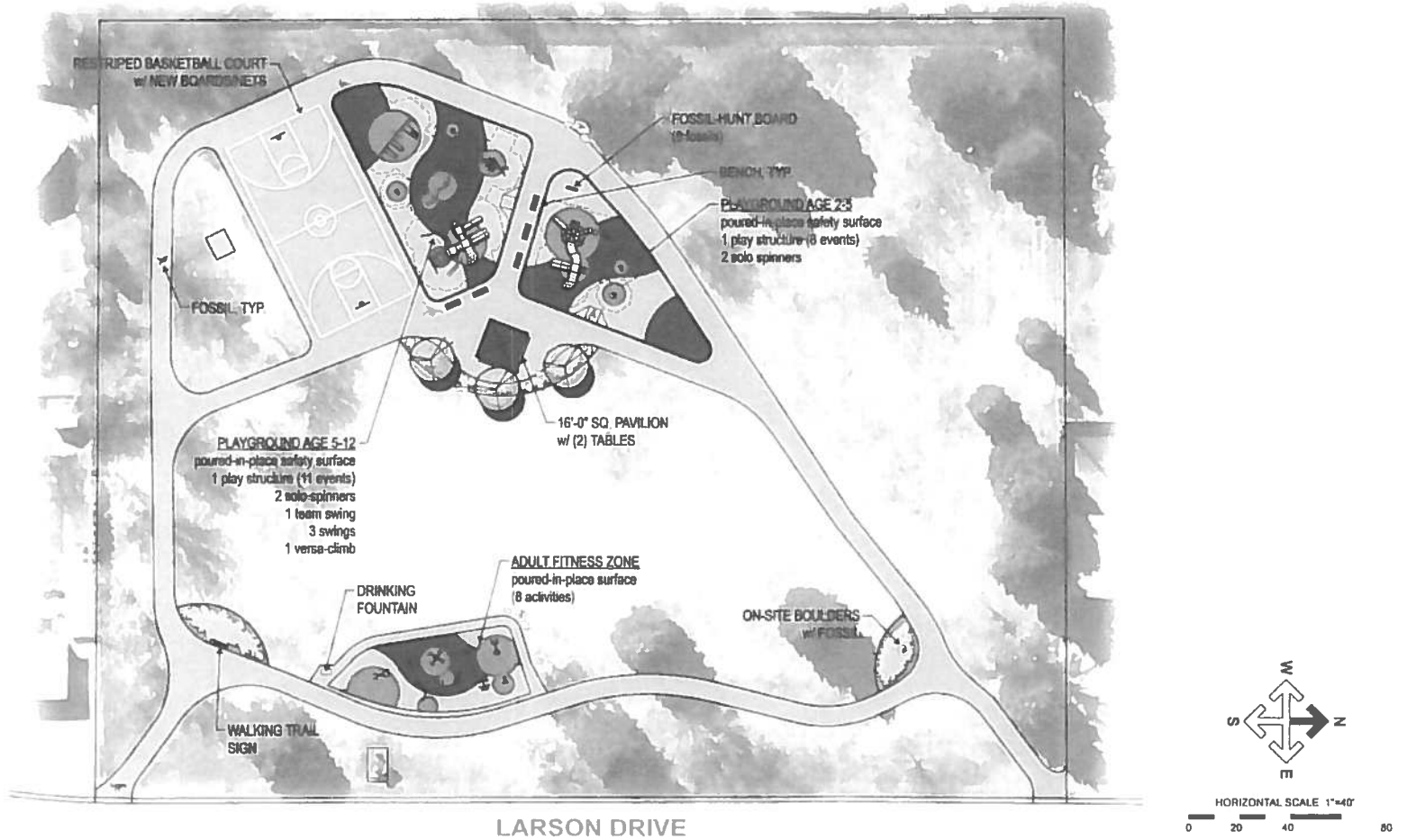


Contract 2015-132

Concept #2



Concept #3



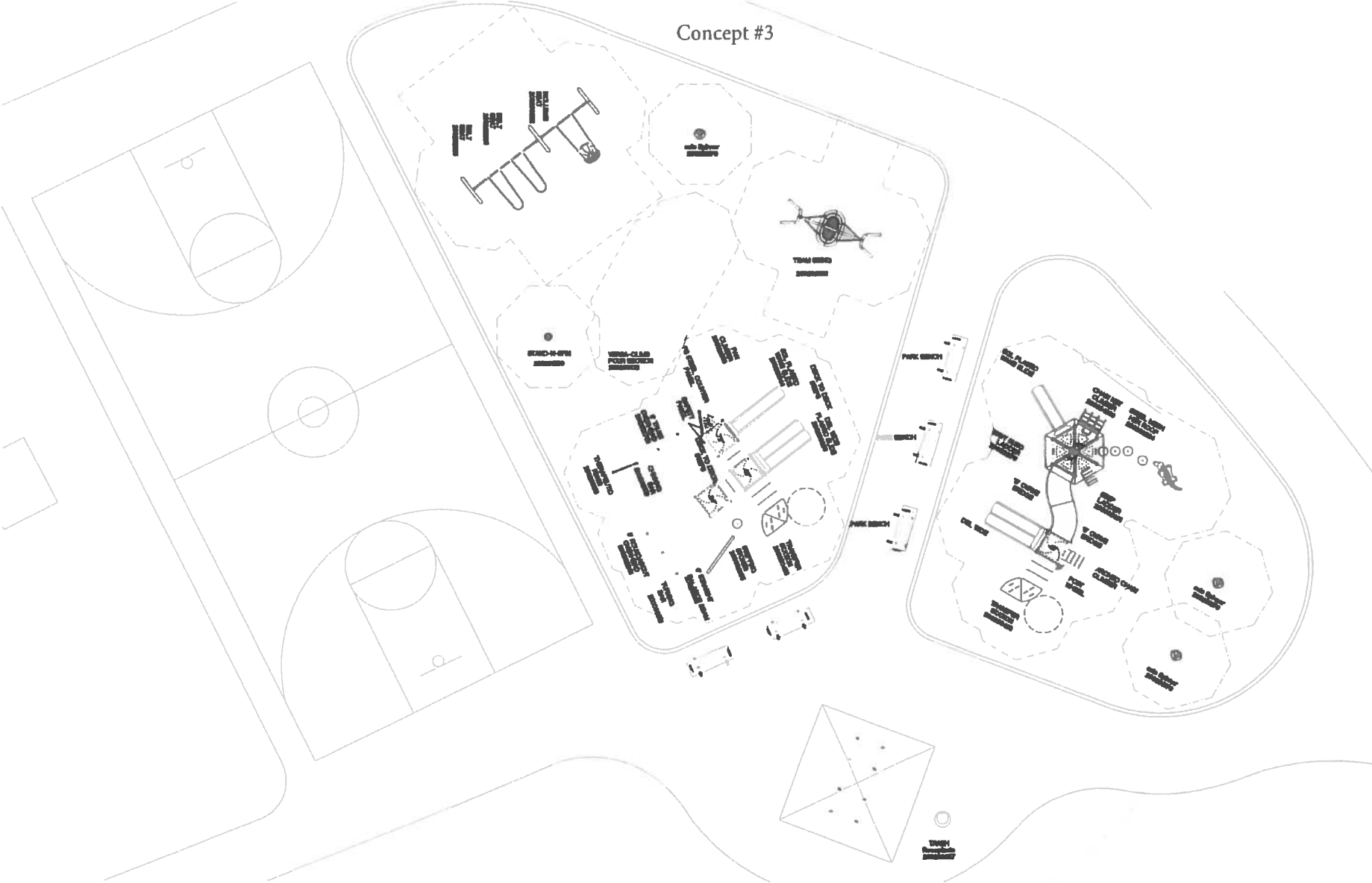
LARSON PARK - Fossil Hunt

Northglenn, CO

September 2015



Concept #3





ATTACHMENT A - PRICING SHEET
LANDSCAPE SERVICES - SMALL PROJECTS

CONTRACTOR NAME Designscapes

1. LABOR

- a. Site Foreman \$ 65 /hour
- b. Laborer \$ 45 /hour

2. EQUIPMENT

Unit pricing shall include operator, fuel, mobilization and demobilization, all over-head and attachments

- a. Skidsteer \$ 95 /hour
- b. Trencher \$ 95 /hour

3. MATERIALS

Receipts substantiating Contractor's cost must be submitted with invoice before payment will be approved.

- Plant Materials, to include sod Cost, plus 20 % mark up
- Irrigation Materials Cost, plus 20 % mark up
- All Other Materials Cost, plus 20 % mark up

FUEL ADJUSTMENTS (SURCHARGES): The City and County of Broomfield will not accept fuel adjustments from the firm unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the City and County of Broomfield will not honor such adjustments invoiced without the attachment of such agreement to the invoice. All adjustments will be based on the rack price* (whole sale price) on the requested date.

These rates are valid if diesel fuel* prices do not exceed \$4.75/gallon or unleaded fuel prices do not exceed \$4.50/gallon.

Declare what percentage of the hourly rate covers fuel costs: ____%

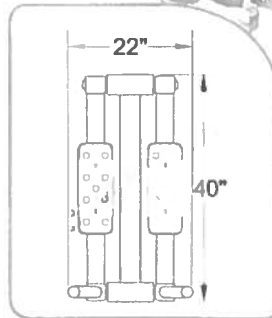
Declare your Fleet Operations Fuel type: Diesel___ or Unleaded___

CROSS COUNTRY SKI
GR2005-1-09



Target muscles
Secondary muscles

- Strengthens leg muscles
- Improves cardiovascular endurance
- Aids in recovering lost agility



VIEW THE VIDEO



greenfieldsfitness.com/single-cross-country-ski-video.html



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

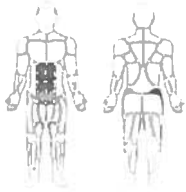
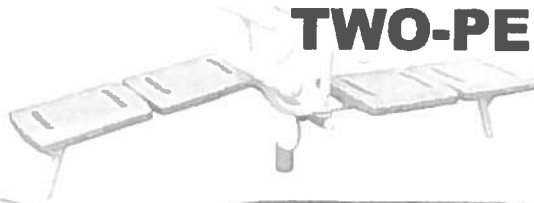
© 2014 Greenfields Outdoor Fitness

Greenfields Outdoor Fitness

Promoting Wellness & Fighting Obesity One Community at a Time.

TWO-PERSON SIT-UP BENCH

GR2005-1-19



Target muscles

Secondary muscles

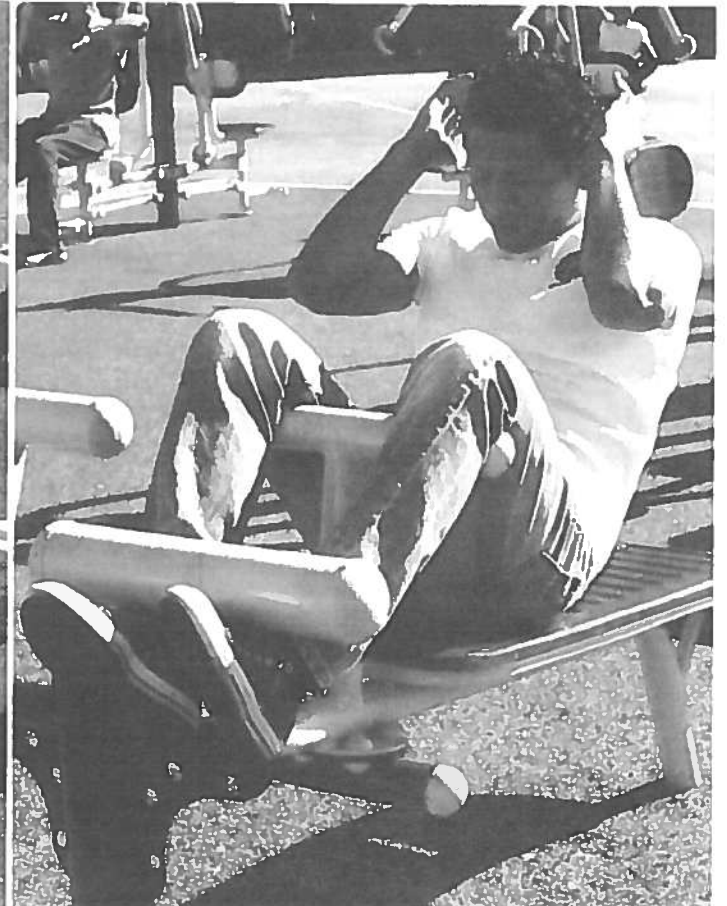
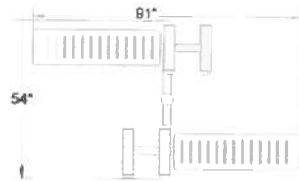
- Strengthens obliques and upper, mid and lower abdominals
- Can be used by two people simultaneously



greenfieldsfitness.com/two-person-sit-up-bench-video.html



VIEW THE VIDEO



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

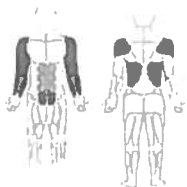
© 2014 Greenfields Outdoor Fitness



Promoting Wellness & Fighting Obesity One Community at a Time.

TWO-LEVEL HORIZONTAL BARS

GR2005-1-45



Target muscles
Secondary muscles

Strengthens chest, shoulders, upper and mid abs, forearms and triceps



VIEW THE VIDEO



greenfieldsfitness.com/horizontal-bars-video.html

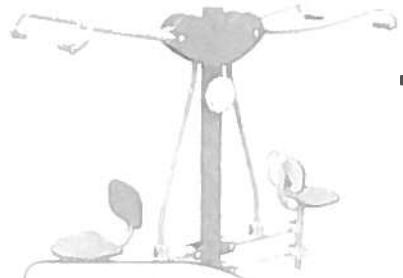


In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

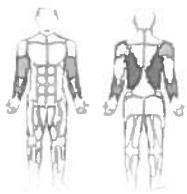
© 2014 Greenfields Outdoor Fitness

Contract 2015-132

Greenfields
Outdoor Fitness
Promoting Wellness & Fighting Obesity One Community at a Time.

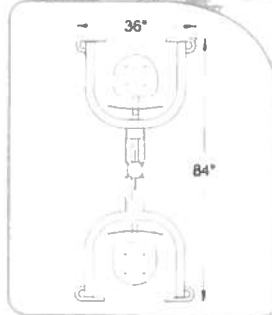


TWO-PERSON LAT PULL
 GR2005-1-48



Strengthens upper back,
 shoulders, biceps and
 core

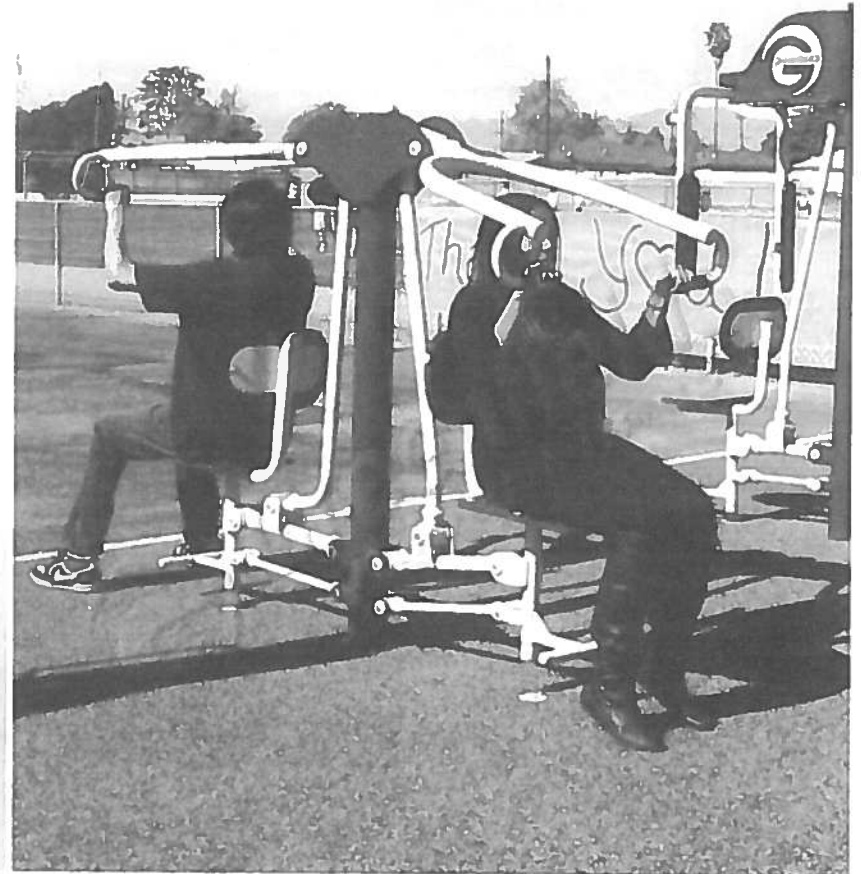
Target muscles
 Secondary muscles



VIEW THE VIDEO



greenfieldsfitness.com/lat-pulldown-video.html



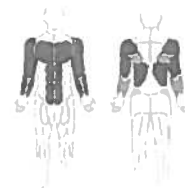
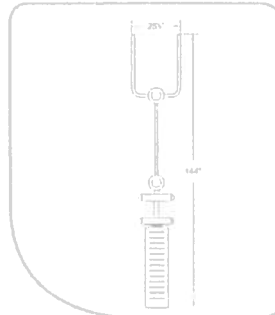
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.



Promoting Wellness & Fighting Obesity One Community at a Time.

THREE-PERSON STATIC COMBO

GR2005-1-71



Target muscles
Secondary muscles

Strengthens upper back, shoulders, biceps and core

VIEW THE VIDEO



greenfieldsfitness.com/3-person-static-combo-video.html

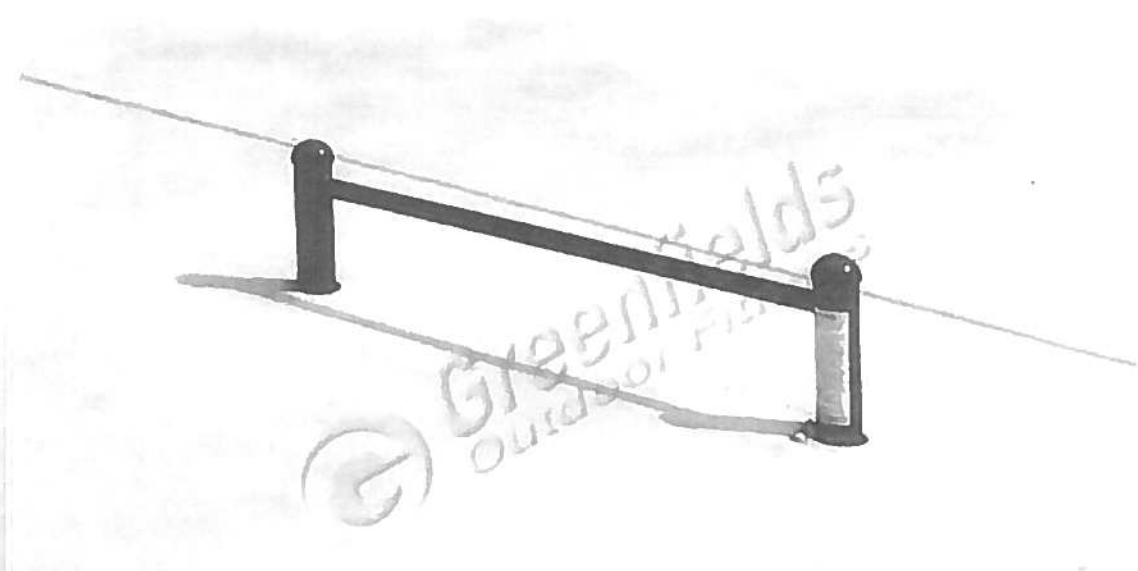
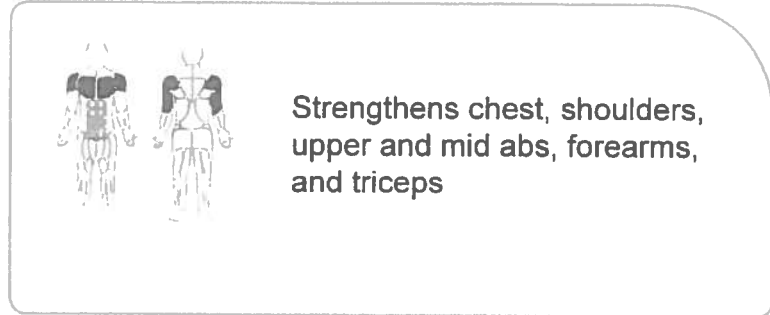
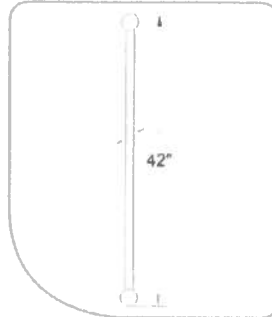
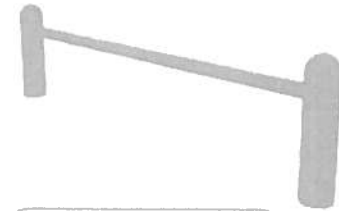
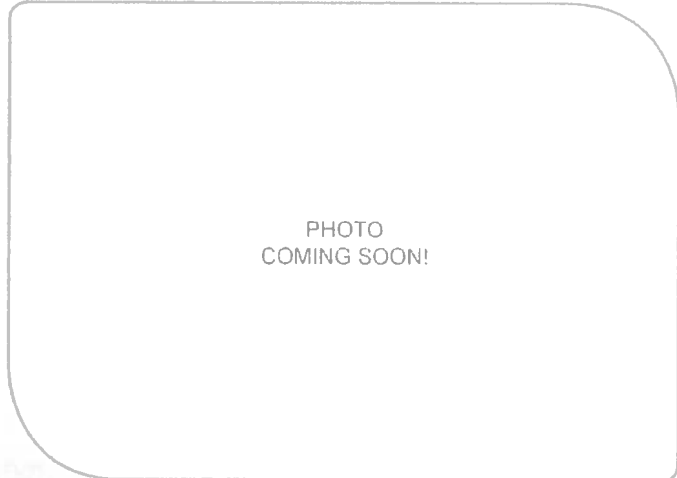


In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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PUSH-UP BAR

GR2009-1-03



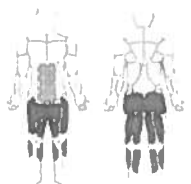
Greenfields Outdoor Fitness

Promoting Wellness & Fighting Obesity One Community at a Time.



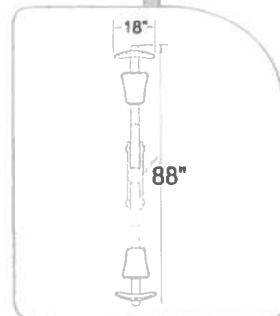
TWO-PERSON LEG PRESS

HP2009-5-05



Target muscles
Secondary muscles

- Strengthens abdominals and leg muscles, particularly quads and calves
- Great social activity



VIEW THE
VIDEO



greenfieldsfitness.com/two-person-leg-press-video.html



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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City of Northglenn
Parks, Recreation & Cultural Services
Department
11701 Community Center Drive

EXHIBIT E – SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Northglenn Parks, Recreation & Cultural Services Department is interested in selecting a Design-Build Team (DBT) to design, furnish, and install new playground equipment, adult fitness equipment, and other park amenities and site improvements for the Larson Park Renovation Project through the Request for Proposal (RFP) process. The intent is to design and construct two separate playground structures (including relocation of one playground area on site), one outdoor fitness zone, as well as to add additional park amenities at Larson Park. The design of the new playground equipment should be geared towards a variety of users and abilities.

The DBT will evaluate the site and develop at least three (3) concept designs for the site, each of which can be constructed within the stated project budget. Concept plans shall be submitted with the DBT's final proposal. Once a final design is submitted and approved, the selected DBT will prepare construction drawings and specifications for the site and accessory items. The construction drawings must be stamped by an engineer licensed with the State of Colorado and submitted for review and permitting. The DBT will coordinate and construct the project. The DBT will be responsible for maintaining the schedule and budget. The DBT will be liable and responsible for the removal and disposal of existing equipment as well as the design, fabrication, shipping, taxes, erection and safety of the project.

This project has been funded through federal Community Development Block Grant funds and all work completed on the project will be performed in compliance with the Davis-Bacon Act and Federal Labor Standards Provisions (HUD form 4010 – Attachment 5).

II. DEFINITIONS

For the purposes of this RFP, the terms in quotation marks set forth below have the following meanings:

"Bidder" means the person, firm, or corporation from whom the solution is being quoted or ordered.

"City" means the City of Northglenn.

"City Council" means the Council of the City of Northglenn.

"Consultant" means the successful Bidder who has been awarded all or part of this RFP and, who enters into a written contract with the City to perform the work under the RFP.

"Contract Administrator" means a person duly authorized by the City in writing to represent the City in connection with this Project.

"Contract" or "Contract Documents" means the Contract entered into by the successful Bidder(s) with the City to perform the work of the RFP.

"Evaluation Team" means the City personnel named to evaluate the Proposals received in response to this RFP.

"Mandatory" and "must" means a requirement that must be met in order for the Proposal to receive consideration.

"Proposal" means the offer Proponents are required to provide in response to this RFP.

"RFP" means this Request for Proposals, as same may be amended, supplemented or modified from time to time by the City.

"Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

"Teams(s)" means the private sector firms or consortia that provide Proposals to the City in response to this RFP.

III. PROPOSAL REQUIREMENTS

A mandatory pre-bid meeting is scheduled on **17th Day of September, 2015, at 11:00 am**. The meeting will be held at Larson Park, located at E. 108th Ave. & Larson Dr., Northglenn, CO. All prospective bidders are required to attend this meeting. Failure to be in attendance will disqualify any vendors from consideration of the Larson Park Renovation Project.

The Consultant shall submit three (3) hard copies of the final proposal along with a CD that contains the proposal in PDF format. Each of the required services shall be itemized and specifically addressed in the proposal.

The proposal is not intended to be an expansive or elaborate document. City staff will expect the proposal to be thoughtfully composed and easy to understand. The body of the proposal shall be no more than twenty five (25) pages, not including cover letter, current rate sheet, and resumes. Resumes should be formatted identically and placed in the appendix.

The proposal shall include the following items:

- A. Title Page:** Provide the title of the Proposal being submitted, the RFP number, submittal date, and the name and logo of the company or companies submitting the Proposal.
- B. Cover Letter:** Letter must include statement certifying that the financial details in your Proposal will remain valid until 120 days from date of Proposal submission.
- C. Table of Contents:** List all sections, sub-sections and supporting appendices. Page number cross-references are to be included at a detailed level.
- D. Introduction/Executive Summary:** Provide detailed information regarding relationships, partnerships or associations of any kind that have been made regarding this opportunity, for this or any future phases of the Project.
- E. Project Team:** A detail description of the DBT that are undertaking the work, and the role of each consultant/contractor in the project. The proposal should state whether the proposed consultants/contractor have previously worked together and in what capacity.
 - 1) Identify the individuals and their respective labor rate from each consultant who will be involved in the project and describe their project specific responsibilities.
 - 2) Include, but not limited to the following:

- a) Project Manager
 - b) Primary party responsible for playground design
 - c) Primary party responsible for construction of the playground renovation.
 - d) Other (landscape architect, engineer, etc)
- F. Scope of Work:** The DBT should thoroughly explain proposed means and methods to perform each objective. Include information on testing requirements, data to be collected, equipment to be used, submittals, meetings and any other pertinent information associated with each objective. Descriptions should clearly state the base intent of the proposal and all items included followed by any value-added services that may be included and are considered beyond the intended scope of work as stated in this document or any amendments. Any items of work within this proposal that limit the quantity, time, materials, or units allocated shall be clearly stated with the maximum quantity of each listed as applicable.
- 1) Explain in detail the DBTs vision for Larson Park and the use of the allowable space.
 - a) Explain how the park will ensure users of all ages, abilities are included.
 - b) At a minimum, equipment should be available for children, ages 2-5 and 5- 12. Outdoor fitness equipment should be accessible to adults of all ages and abilities
 - 2) Explain in detail how the new equipment will be integrated into the existing Park.
 - a) Identify how the design will minimize any negative impact to the adjacent residential area.
 - 3) Explain the policies and procedures for the quality control and assurances as it specifically relates to the construction of the project and compliance with permitting agencies, profession/industry standards and any other pertinent requirements.
 - 4) Describe approach to reducing overall project costs. Describe the operational, material quality, technical and/or cost benefit to incorporating value engineered items.
 - 5) The DBT shall include a proposed project schedule for the project.
- G. DBT MUST include in their proposal an acknowledgement that this project has been funded through federal Community Development Block Grant funds and all work completed on the project will be performed in compliance with the Davis-Bacon Act and Federal Labor Standards Provisions (HUD form 4010). DBT will be responsible for all documentation related to and required by the Davis-Bacon Act throughout the entirety of the project and at project close-out. DBT shall provide examples of projects that have been successfully completed in compliance with the Davis-Bacon Act within the past five years.**

IV. PROJECT RATIONAL & SCOPE

A. Objectives

- 1) The City of Northglenn, hereinafter referred to as the "City", is beginning the process to select a qualified and experienced DBT for the purposes of design and construction of the Larson Park Renovation Project. Competitive negotiation as described in this document will be a part of the process used in this Request for Proposal.
- 2) Through this final Request for Proposal, the City seeks to:
 - a) Specify the terms and conditions that would govern any resulting contracts and negotiations;
 - b) Select the successful team(s).

- 3) This Request for Proposal states the instructions for submitting proposals, and the procedure and criteria by which a successful team will be selected.

B. Project Location

- 1) Larson Park is located E. 108th Ave. & Larson Dr. in Northglenn CO. See Attachments for the Location.
- 2) The DBT should carefully examine the site of the proposed work prior to submission of the RFP and make all necessary investigations to inform themselves thoroughly as to all potential difficulties involved in the completion of all work required pursuant to mandates and requirements of this RFP and the Agreement.

C. Scope of Work

- 1) Planning
 - a) The DBT will be responsible for the analysis of the project site and shall provide a recommendation for the most appropriate playground and adult fitness equipment based on safety, access, experience, economic feasibility, and adjacent structures.
 - b) Based upon site analysis, Scope of Work as written in the RFP, and the mandatory pre-bid meeting DBT will prepare a three (3) concepts for the final RFP proposal. City staff may use the concept designs to solicit public input during the final selection process.
 - c) The DBT will be responsible for revisions to the selected concept plan and preparing final concept plan.
 - d) The DBT will provide an approximate construction schedule for concept selected.
- 2) Design
 - a) Prepare final design and construction documents based on City staff input and public input
 - i. New playground area and equipment designed for ages 2-5
 - Hybrid design with unique design elements and/or theme
 - Newly excavated area of approximately 1,780 SF
 - New curbing and approximately 1,800 SF of poured-in-place safety surfacing (minimum of two colors)
 - At least one play system recommended for ages 2-5, with a minimum of five (5) play components
 - At least one (1) independent play event (motion/freestanding) recommended for ages 2-5
 - Final design may be adjusted by owner
 - ii. New playground area and equipment designed for ages 5-12
 - Hybrid design with unique design elements and/or theme
 - Approximately 4,000 SF of new poured-in-place safety surfacing (minimum of two colors)
 - At least one play system recommended for ages 5-12, with a minimum of eleven (11) play components
 - At least two (2) independent play events (motion/freestanding) recommended for ages 5-12
 - Arch swing frame to include a minimum of one (1) ADA compliant swing, one (1) Expression Swing, and two (2) belt swings
 - Final design may be adjusted by owner
 - iii. New Adult Fitness Zone in location previously used by equipment for ages 2-5

- Approximately 1,780 SF new poured-in-place safety surfacing
 - A minimum of eight pieces of equipment with a variety of equipment types to include strength, cardio and balancing elements
 - iv. Shaded pavilion
 - Size should be adequate to house two (2) eight foot long picnic tables
 - Steel Frame w/Powder Coated Steel Frame and Metal Roof
 - Concrete pad, at least 4" thickness
 - v. Picnic benches
 - Miracle Mira-Therm 6' bench, 2 3/8 legs, hunter green
 - Quantity to be determined by final playground and park design
 - vi. Picnic tables
 - Miracle Mira-Therm 8' picnic tables, 2 3/8 legs, hunter green
 - Quantity to be determined by final playground and park design
 - vii. Trash containers to replace existing
 - Miracle PVC litter eliminator w/ dome lid, hunter green
 - Quantity to be determined by final playground and park design
 - viii. Park signage
 - Sign to indicate distance around Larson Park's walking trail
 - Wayfinding sign to be placed across Washington St directing residents to Larson Park
 - Equipment safety signs for the playgrounds and outdoor fitness zone
 - ix. Basketball court restriping
 - Refurbish court with new backboards, nets and restriping
 - x. ADA compliant frost free water fountain
 - xi. Landscaping and irrigation modifications
- b) All equipment must conform to the Consumer Product Safety Commission's Public Playground Safety Handbook. All equipment specified must be IPEMA and ISO 9001 certified. All equipment shall be compliant with the full intent of all ADA guidelines for accessibility: play components and design. Equipment that does not meet these requirements will not be considered.
- c) Equipment shall be of commercial quality and very low maintenance.
- i. Enclosed play elements such as tube slides are not preferred
 - ii. Equipment made of wood shall not be permitted
- d) Redundant play elements will be counted as only one element in the evaluation.
- e) The prices listed in the design proposal must include all costs associated with the project, including but not limited to mobilization and demobilization, demolition and removal of existing play structures and park equipment, construction, shipping, handling, delivery, design, installation of the equipment and post installation audit of the equipment.
- f) The DBT shall be responsible for coordination with applicable agencies to ensure that underground utilities and services are not impacted by the proposed design or construction.

- i. The DBT is responsible for all of the design work including, but not limited to, earthwork, foundation, concrete curbing, layout, playground designs and adult fitness design.
- ii. The DBT will be responsible for incorporating the playground and adult fitness equipment into the existing Larson Park, which will include but not limited to any landscape, grading, drainage, water quality, replacement and/or modifications to the existing site area, and protection of existing non-hazard mature trees.
- iii. The DBT will be responsible for development of construction drawings and specifications. At a minimum the plans shall include a demolition plan, grading plan, site layout plan, and section plans.
- iv. All work shall be designed using the playground industry standards, City of Northglenn Standards & Specifications Current Edition, Colorado Revised Statutes, and other applicable documents. All work will meet or exceed applicable codes and pass inspection.
- v. The design and construction shall comply with the most recent version of standards ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- vi. The design and construction shall comply with the most recent version of standards ASTM F3101-15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.
- vii. The design and construction shall comply with the most recent version of standards ASTM F1292-13 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
- viii. The design and construction shall comply with the most recent version of standards ACI 117, Standard Tolerances for Concrete.
- ix. The final design shall be in conformance with requirements set forth in the Americans with Disabilities Act.

3) Construction

- a) Renovate Larson Park and playground equipment within the designated location.
 - i. The DBT shall provide work trailer (if applicable), storage, construction signage, safety and first aid, temporary utilities (toilets, power, telephone, etc.), cost of hooking up utilities at jobsite, temporary improvements related to maintain access, temporary water (City will provide a meter), and all necessary equipment to build the project.
 - ii. The DBT will provide and maintain a secure work area which should include at a minimum a 6 ft high chain link fence and appropriate signage. Fencing will be installed to keep the work area safe at all times during construction. Safety and security of the site is the responsibility of the DBT.
 - iii. The DBT shall be responsible for coordination with applicable agencies to ensure that underground utilities and services are not impacted by the proposed design or construction.
 - iv. The DBT shall be responsible for the removal of boulders and earthwork, demolition and site preparation for the playground.
 - v. The DBT shall be responsible for furnishing labor, equipment, supplies, and materials to construct a shaded pavilion, an outdoor fitness zone, a playground recommended for ages 2-5 and a playground recommended for ages 5-12.

- vi. The DBT shall be responsible for the removal and demolition and protection of site that will remain in place.
 - vii. The DBT shall be responsible for all work to fabricate, construct and install all aspects of the playgrounds, outdoor fitness zone and pavilion into the existing park.
 - viii. The DBT will be responsible for all construction work including, but not limited to, earthwork, drainage, foundation, concrete, and construction and installation of new equipment and pavillion.
 - ix. The DBT will be responsible for the construction to incorporate the new park equipment into the existing park, which will include but not limited to any landscape, grading, drainage, and irrigation design, replacement and/or modifications to the existing site area, and protection of existing non-hazard mature trees.
 - x. All construction testing (compaction, concrete, etc.) will be the responsibility of the DBT and shall be included in the proposed overall cost of the project.
 - xi. The DBT will be responsible for all site restoration.
 - xii. All work must be completed in a timely manner.
 - xiii. The DBT is responsible for obtaining all applicable permit prior to mobilization and construction.
 - xiv. Warranties shall include a minimum of two years on all items
- b) The DBT shall provide final as-built drawings of the Larson Park Renovation and improvements associated with the project. As-built drawings should incorporate the City's existing available drawings. The consultant is not responsible for verification of the accuracy of the existing drawings, however the as-built drawings should be accurate and complete enough such that they may be used for future design improvements.

4) Deliverables

- a) Preliminary drawings – 1 set of full size drawings, 2 bound sets of half size drawings, PDF electronic drawings, and AutoCAD format.
- b) Construction drawings – 1 set of full size drawings, 2 bound sets of half size drawings, PDF electronic drawings, and AutoCAD format.
- c) As-built drawings – 1 set of full size drawings, 2 bound sets of half size drawings, PDF electronic drawings, and AutoCAD format.
- d) The budget for the project shall include all soft and hard costs at a minimum but not limited to: bonds, insurance, permits, planning, the design, mobilization, demobilization, demolition, site preparation, drainage, fabrication, installation, construction, construction testing, fencing, site amenities, landscaping, irrigation, all related materials, work, and equipment required to complete the work is approximately \$379,400. The budget excludes sales tax, and contingency.

5) Information Available

- a) Existing Irrigation Maps (Attachment 3)
- b) Existing Utility Maps (Attachment 4)

V. CONSULTANT REQUIREMENTS

- A. The DBT preparing proposals should demonstrate a high level of competence in playground design and construction, with a demonstrated ability to work effectively with: public agencies, area residents and other stakeholders. The selected DBT should have demonstrated ability to provide high quality services on time and within budget. Provide examples and references. The City of

Northglenn requires certain minimum qualifications in insurance coverage, indemnification, and financial standing.

- B. Provide the name, address, telephone number, fax number, email address, and mailing address of the primary contact, and, if available, a designated alternate contact person, in the event of any absence of the primary contact. Provide resumes of all team members including the supporting role each individual will provide during the course of the project(s). Please include all subcontractors (including geotechnical services) that may be part of this proposal and their proposed role.
- C. All work is to be performed under the direction and supervision appropriate to the task, of a Colorado-Licensed Professional Engineer.
- D. No consultant, sub consultant, subcontractor will be accepted if any of the consultant's, sub consultant's, or subcontractor's is in arrears to either of the Cities, or has any claims, arbitration proceedings, or lawsuits pending, outstanding, or threatening to either the Cities.
- E. Insurance Requirements: The DBT will be required to procure and maintain, at his/her own expense and without cost to the City of Northglenn, the kinds and minimum amounts of insurance as described in the Design Build Contract.
- F. Indemnification: Refer to the Design Build Contract.

VI. SELECTION PROCESS

- A. The City's reviews the proposal for completeness and compliance with the proposal format. If acceptable, the City will score the proposals.
 - 1) Selection Criteria:
 - a) Evaluations of the consultant's proposal will be based on the quantitative and qualitative responses to the questions and supplemental information supplied in the proposal.
 - b) Vendors will be allowed to submit multiple proposals for playground and fitness equipment options, but will be limited to a total of three (3) proposals.
 - c) The final selection will not be solely based on cost. It is suggested that the design and construction concept maximize the total project budget. The City will entertain all offers that fall within the budget amount, however firms that design within the budget will score higher in the evaluation process.
 - d) Higher evaluation scores will be given to firms that demonstrate their ability to provide the greatest project value at or below the project budget.

VII. TERMS AND CONDITIONS

- A. **This project is funded through federal Community Development Block Grant funds. All work completed on the project will be performed in compliance with the Davis-Bacon Act and Federal Labor Standards Provisions (HUD Form 4010). All workers employed on this project shall receive the minimum prevailing Davis-Bacon wage requirements as specified in:**

General Decision Number: CO150012 Heavy construction, Modification #: 2, Dated: 06/05/2015 (Attachment 6).

or latest version. Wage requirements may change prior to start of work; current wage rates are in effect at the time of the bid opening. Wages will be effective 90 days after bid opening. If construction contract is not signed within the 90 day period, the most current wage rates will be in effect at that time.

- B.** The terms and conditions set forth in the Design Build Contract attached as exhibit A and the supplemental following terms and conditions will apply to this Request for Proposal, each Bidder's Proposal, and to the negotiations, if any, of any said Contract. Submission of a Proposal in response to this RFP indicates the Bidder's acceptance of the terms and conditions contained in this document and the Design Build Contract.

- C.** Late Proposals: Any Proposals received after the Final Date and Time for Receipt of Proposals will not be accepted and will be returned to the Bidder, unopened, or discarded without being considered.

EXHIBIT F – BONDS AND INSURANCE REQUIREMENTS

1.01 GENERAL:

The Contractor shall not commence work under this Contract until he has obtained all insurance required by the Contract Documents and such insurance has been approved by City, nor shall the Contractor allow any Subcontractor to commence work on this Project until all similar insurance required of the Subcontractor has been obtained and approved. During the life of this Contract, the Contractor must maintain the insurance coverage listed in Section 1. The City must be named as an additional insured. Limits of liability must be at least those set forth in the General Liability Insurance (Insurance Requirements) portion of this Contract. All policies of insurance required by this section shall be written by insurance companies licensed to do business in the State of Colorado.

1.02 INDEMNIFICATION:

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

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.

1.03 GENERAL LIABILITY INSURANCE: (Insurance Requirements)

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1.02 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1.02 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1.02 above. 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 the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease—policy limit, and five hundred thousand dollars (\$500,000) disease—each employee.
 2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.
 3. Comprehensive Automobile Liability Insurance with the minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
 4. Professional Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. **To the extent that liability results from the acts or omissions of the Contractor, the policy required by paragraph (B)(2) above and by paragraph (B)(3) above shall be endorsed to include the City of Northglenn and the City of Northglenn's officers, volunteers and employees as additional insured.** Every policy required above shall be primary insurance, and any insurance carried by the City of Northglenn, its officers, or its employees, or carried by or provided through any insurance pool of the City of Northglenn's shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- D. **The Certificate of Insurance**, with an original signature (not a copy) shall be provided to the City of Northglenn, and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, **and shall be reviewed and approved by the City of Northglenn prior to commencement of the contract.** No other form of certificate shall be used. If the City is named as an additional assured on any policy that does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Northglenn. The completed certificate of insurance shall be sent to:

City of Northglenn
City Clerk's Office
PO Box 330061
11701 Community Center Drive
Northglenn, Colorado 80233

The Certificate of Insurance shall include the name of the project and formal bid number on the form.

- E. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City of Northglenn may immediately terminate this contract, or at its discretion the City of Northglenn may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. The parties hereto understand and agree the City of Northglenn is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-114 et seq. C.R.S., as from time to time amended, or otherwise available to the Owner, its officers, its employees or its volunteers.

1.04 PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND AND OTHER BONDS:

Contractor shall furnish a Performance, Payment, Maintenance and Warranty Bond on the City of Northglenn Approved Bond Form, in accordance with applicable Colorado statutes, in an amount at least equal to the Contract Price as security for the faithful performance, payment maintenance and warranty of all Contractor's obligations under the contract Documents. This Bond shall remain in effect at least until two (2) years after the date of Probationary Acceptance. Contractor shall also furnish such other Bonds as are required by Special Conditions (if any). All Bonds shall be on City of Northglenn Approved Bond forms prescribed by the Contract documents and be executed by such Sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this Section, Contractor shall within five (5) calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.