

RESOLUTION NO. 16

SERIES 2018

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONSTRUCTION AGREEMENT FOR THE TOWN PARK PLAYGROUND RENOVATION PROJECT TO BLACK DRAGON DEVELOPMENT, LLC IN AN AMOUNT NOT TO EXCEED \$450,000.00

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town staff recommends to award a construction agreement for renovating the Town Park playground in an amount not to exceed \$450,000.00 (the "Project") to Black Dragon Development, LLC. (the "Contractor");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction agreement for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the agreement attached to these Resolutions; and

WHEREAS, the Town Council finds hereby that approving a construction agreement with Black Dragon Development, LLC is in the best interest of the Town, Crested Butte residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

1. **Findings**. The Town Council hereby finds that approving a construction agreement with Black Dragon Development, LLC is in the best interest of the Town, Crested Butte residents and visitors.

2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the construction agreement with Black Dragon Development, LLC in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 4th DAY OF September, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____


James A. Schmidt, Mayor

ATTEST



Lynelle Stanford, Town Clerk



EXHIBIT "A"

Construction Agreement Documents

[attach here]

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 10th day of September, 2018 by and between Black Dragon Development, LLC (hereinafter referred to as "Contractor"), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the "Town").

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Town Park Playground Renovation Project (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than November 1, 2018 and shall be completed by June 1, 2019 ("Completion Date"). The Completion Date may, at the Town's sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond June 23, 2019. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct liquidated damages in the amount of \$500 the first day and \$250.00 for each additional day the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of \$449,639.00 as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and

incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as **Exhibit B** and incorporated herein by this reference. Contractor shall submit monthly progress reports to the Parks and Recreation Director or designee showing actual costs incurred and work completed. Contractor shall also submit to the Town monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Parks and Recreation Director or designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Town its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees in pursuit of the work to be executed by Town Personnel

6. Inspection of Work and Materials.

- A. The Town Manager or his designee may appoint and employ such persons as may be

necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.

- B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Town Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or **\$449,639.00**. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$449,639.00** . After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Town, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses, and permits excluding building permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor. The Town will be responsible for the cost of any building permit.

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of

the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Town and Contractor. In the event that the Town and Contractor do not reach an agreement as to the date of substantial completion, the Crested Butte Town Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within five (5) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Town pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the Town to do so unless the Town has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Town discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These

deductions shall be mutually agreed upon by the General Contractor and Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Town:

Dara MacDonald, Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

(970) 349-5338

Copy to: Sullivan Green Seavy
Attention: Barbara Green and John Sullivan
3223 Arapahoe Ave. Suite 300
Boulder, CO 80303
(303) 440-9101

To the Contractor: Black Dragon Development LLC.
Attention: Crockett Farnell
P.O. Box 579
Crested Butte, CO 81224
(720) 485-1111

27. Status. Contractor is an independent contractor and none of its employees or agents shall be considered an employee or agent of the Town for any purpose.

28. Insurance and Governmental Immunity Act. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

29. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor does not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to verify to Town that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening

of job applicants while this Agreement is being performed.

- E. If the Town obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
- (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; 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.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

30. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

By 
Name J. CROCKETT FARNELL
Title MANAGER

TOWN OF CRESTED BUTTE, COLORADO:

By 
Dara MacDonald, Town Manager
Date 9/5/18

ATTEST:

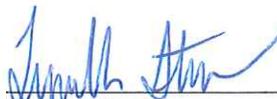

Town Clerk

Exhibit A

Notice of Award

Dated 9/5/18

Owner: Town of Crested Butte	Owner's Project Manager: Janna Hansen	Owner's Resolution No.: 16
Name of Project / Contract: Town Park Playground Renovation Project		Engineer: JVA
Contractor: Black Dragon Development, LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested) PO Box 579, Crested Butte, CO 81224		

You are notified that your Bid dated August 16, 2018 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **Town Park Playground Renovation Project** contingent upon delivery of all conditions outlined in the Agreement or herein.

See the Bid Documents for details of the scope of work.

The Contract Price of your Contract is **\$449,639.00**
(written) Four Hundred Forty Nine Thousand Six Hundred Thirty Nine and no/100

Three (3) of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Town of Crested Butte

Owner

By: 
Authorized Signature

EXHIBIT B
Town Park Playground
Contract Schedule of Values

Project: Town Park Playground - Contract Schedule of Values Date: 8/16/18
 Architect: Mundus Bishop Bldg SF: N/A
 Estimator: CF Months:

Id#	Description	Total	Division Totals	Comments
	GENERAL REQUIREMENTS		\$ 37,607	
10100	General Conditions	37,607		
17000	Close Out/Commissioning	-		
	EXISTING CONDITIONS		\$ -	
24000	Demolition - Town In Kind	-		Town In Kind
25000	Demolition - CFTA In Kind	-		CFTA In Kind
26000	Contaminated Material Abatement	-		
3	CONCRETE		\$ 89,257	
30000	Concete - PIP Area	-		Deleted from scope
31100	Concrete Curbs	5,725		
31500	Concrete Cave	7,200		
32000	Concrete Reinforcing - Post Tension	-		Deleted from scope
33000	Concrete - IDS Structure	9,000		
36000	Basket Ball Slab	25,200		
38000	Concrete Stair	4,500		
39000	Concrete Sidewalks and Ramps	37,632		
4	MASONRY		\$ -	
42000	Unit Masonry	-		
5	METALS		\$ 1,500	
51000	Structural Steel Framing	-		
57000	Decorative Metal Railings	1,500		Stairway rails
59000	Metal Wall Panels	-		
6	WOOD & PLASTICS		\$ -	
61000	Rough Carpentry	-		Not required
61300	Heavy Timber	-		Not required
61500	Rough Lumber	-		Not required
7	THERMAL/MOISTURE PROT.		\$ 1,000	
71000	Waterproofing	-		Not required
79500	Expansion Control	1,000		
8	DOORS & WINDOWS		\$ -	
81000	Doors & Frames	-		Not required
9	FINISHES		\$ 57,848	
95200	Specialty Floor Treatment - PIP Coating	54,848		Variable thickness per manufacturer's specification
99000	Painting - Court Striping	3,000		Two half court linesets per plan
99700	Specialty Wall Coatings	-		Not required
10	SPECIALTIES		\$ -	
101400	Signage	-		Town In Kind
11	EQUIPMENT		\$ 26,616	
116000	Park Amenities	8,500		3 Hamocks and 3 horseshoe pits included. Town In Kind -
116500	Playground	14,116		Trash cans, benches, picnic tables
116600	Athletic - Basket Ball Goals	4,000		Drum set deleted from project
12	FURNISHINGS		\$ -	2 fixed units
121000	Art	-		Not required
126000	Seating	-		Not required
129000	Other	-		Not required
13	SPECIAL CONSTRUCTION		\$ 124,115	
131000	IDS Play Structures	124,115		IDS revised final pricing
131100	Other	-		
14	CONVEYING EQUIPMENT		\$ -	
141000	Dumbwaiters	-		Not required
142000	Elevators	-		Not required
21	FIRE SUPPRESSION		\$ -	
211000	Fire Sprinklers	-		Not required
22	PLUMBING		\$ -	
220000	Plumbing Subcontract	-		Not required
23	HVAC		\$ -	
230000	HVAC Subcontract	-		Not required
25	INTEGRATED AUTOMATION		\$ -	
251000	Building Automation	-		Not required
26	ELECTRICAL		\$ -	
260000	Electical Subcontract	-		Not required
27	COMMUNICATIONS		\$ -	
271500	Data Systems Wiring - Hot Spot	-		Not required
28	ELECTRONIC SECURITY & SAFETY		\$ -	
283000	Access Control	-		Not required
31	EARTHWORK		\$ 36,938	
311000	Site Clearing	-		Town In Kind
312000	Earth Moving	-		Town In Kind
313100	Boulder Walls	-		Town In Kind
314000	Top Soil	-		Town In Kind
315000	EWf Fill	6,750		
316200	Fibar Drainage Board	6,188		
317000	Play Sand & Surfacing Material	24,000		
32	EXTERIOR IMPROVEMENTS		\$ 4,350	

EXHIBIT B
Town Park Playground
Contract Schedule of Values

Project: Town Park Playground - Contract Schedule of Values Date: 8/16/18
 Architect: Mundus Bishop Bidg SF: N/A
 Estimator: CF Months:

Id#	Description	Total	Division Totals	Comments
321100	Paving - Asphalt	-		Not required
321300	Paving - Pavers	-		Not required
323100	Fences & Gates	4,350		
323500	Curb & Gutter	-		Not required
323700	Trees & Shrubs	-		CFTA In Kind - Allowance
327000	Sod	-		CFTA In Kind - Allowance
328000	Irrigation	-		CFTA In Kind
33	UTILITIES		\$ 15,800	
331000	Water	-		Not required
333000	Sanitary Sewage	-		Not required
				Under-drains connected to new drywell. CFTA In Kind -
334000	Storm Drainage	15,800		Drywell
SUBTOTAL HARD COSTS		395,031	\$ 395,031	
GENERAL LIABILITY INSURANCE		6,643		
BUILDERS RISK INSURANCE		\$0		By Others
PERMIT FEES		\$0		Town In Kind
CONTINGENCY		\$0		Not Included
OVERHEAD & PROFIT		34,869		
SUBTOTAL		436,543		
PAYMENT & PERFORMANCE BONDS		13,096		Actual cost to be determined
CONTRACT SCHEDULE OF VALUES TOTAL		\$ 449,639		

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

The purpose of this exhibit is to clarify the General Contractor's scope of work as it relates to this specific contract for construction of TOWN PARK PLAYGROUND. Any improvements beyond the scope of this exhibit are hereby specifically excluded. To the extent that the contents of this exhibit are in conflict with any other project documents including but not limited to the plans, specifications, permit documents or other prior correspondence or submittals the terms of this exhibit shall prevail.

GENERAL

This project generally consists of construction of new playground facility as summarized in the plans and specifications enumerated in Exhibit C - Document Log attached hereto. The overall management, scheduling and coordination of the project shall be the responsibility of the General Contractor shall include oversight of work indicated as performed by others – specifically “In Kind Contributions” by Town of Crested Butte and the Crested Butte Center for the Arts as indicated in the following scope summary and project budget.

ALTERNATES:

The following items are not included in the base scope of work but can be added at Owner's future discretion:

NONE

ALLOWANCES:

Landscaping: \$ 67,989.0 0

GENERAL CONTRACTOR'S WARRANTY:

General contractor shall warranty to work associated with this contract for a period of one year from the date of receipt of Temporary or Permanent Certificate of Occupancy from the Town of Mt. Crested Butte. Owner and Contractor hereby agree that Owner shall immediately advise Contractor of any warranty claims within 5 days of discovery and provide written notice to Contractor of specific issue. Contractor shall have 30 days to address and remedy such claim. Should Contractor require additional time to complete repairs due to unavailability of materials, accessibility to site, weather conditions or other issues beyond Contractor's control, Contractor shall so notify Owner in writing within 5 days and indicate a reasonable, specific time frame for remedy.

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

PROJECT QUALIFICATIONS:

General Contractor's scope of work is specifically qualified as enumerated below.

DIVISION 1 - GENERAL REQUIREMENTS

01-100 GENERAL CONDITIONS

- Full time on site Supervision throughout project
- Daily project cleanup
- Collection and removal of construction debris from site.
- Safety program, equipment, implementation and monitoring.
- One time final clean of site prior to turnover to Owner.
- Material handling equipment
- Crane for hoisting and facilitation of construction
- Tools and equipment for all personnel
- Plan reproduction for General Contractors use only. All plan reproduction that is required due to changes requested by the Owner or Building Department will be billed as an additional cost to the contract.
- Temporary protective fencing as necessary
- Portable toilets for construction use.
- Standard project identification sign.
- Snow removal if necessary to be billed based on an hourly basis
- Photographic documentation as required.
- Closeout documentation.
- Owner specifically acknowledges that timely response to RFI's and Submittals is critical to delivery of this project. As such Owner agrees to ensure that Project Architect and Engineer return submittals and RFI's within one week of receipt from Contractor. Schedule delays and expenses experienced due to extended response time will be the responsibility of the Owner.

01-571 DUMPSTERS/TRASH

- Furnish dumpster for collection of construction debris only.
- Permanent dumpsters and trash containers to be provided by Town and are specifically excluded from this scope of work.

DIVISION 2 - SITE CONSTRUCTION

02-100 SITE CLEARING

- Site clearing is specifically excluded from this scope of work.

02-110 DEMOLITION

- Demolition and hazardous material abatement, if any, to be provided by Town.

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

- CFTA to provide laborers to assist Town Staff with demolition

02-210 SUBSURFACE INVESTIGATION

- All subsurface investigation if required will be provided by Owner and is not included as part of this contract agreement. Any hazardous or unforeseen, unsuitable materials uncovered during site work or any other excavation operation will be reported to the Owner immediately upon discovery.

02-280 LANDSCAPING

- Landscape scope of work including all labor, materials and equipment necessary for installation of trees, sod and under-plantings, is included as an allowance of \$67,989.00 and shall be the responsibility of the CFTA.

02-300 EARTHWORK

- Specifically excluded from this scope of work – In Kind by Town

02-560 SITE UTILITIES

- Supply and install under-drains, piping and drywell as indicated in Civil plans.
- No other utility work is indicated or included.

02-610 PAVING

- None indicated in project plans - specifically excluded

02-750 IRRIGATION

- Irrigation to include pipe and controls as outlined in the project plans.
- Excludes control extensions to Stepping Stones zone controller

02-801 TREE RELOCATION AND REMOVAL

- Specifically excluded from this scope of work.

02-870 SITE FURNISHINGS

DIVISION 3 - CONCRETE

03-300 CAST-IN-PLACE CONCRETE

- Labor, materials and equipment as necessary for installation of concrete work for curbs, steps, play equipment foundations, basketball court and sidewalks.
- Alternate slab underneath PIP surfacing is specifically excluded

04-200 MASONRY

- Specifically excluded from this scope of work.

DIVISION 5 - METALS

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

05-120 STRUCTURAL STEEL

- Specifically excluded from this scope of work.

05-700 DECORATIVE METALS

- Bare steel hand rails for playground steps

DIVISION 6 - WOOD AND PLASTICS

06-600 ROUGH CARPENTRY - LABOR

- Specifically excluded from this scope of work.

06-601 ROUGH CARPENTRY - MATERIALS

- Specifically excluded from this scope of work.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- Specifically excluded from this scope of work.

DIVISION 8 - DOORS AND WINDOWS

- Specifically excluded from this scope of work.

DIVISION 9 – INTERIOR FINISHES

- Specifically excluded from this scope of work.

09-900 PAINTING

- Specifically excluded from this scope of work.

DIVISION 10 - SPECIALTIES

10-431 SIGNAGE

- Specifically excluded from this scope of work – In Kind by Town

DIVISION 11 – EQUIPMENT

11-600 PARK AMENITIES

- Specifically excluded from this scope of work
- Trash receptacles, bike racks, picnic tables and signage specifically excluded from this scope of work – In Kind by Town

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

11-650 PLAYGROUND EQUIPMENT

- Supply and install (1) Little Digger ADAAG
- Supply and install (1) Little Digger
- Supply and install (1) Kid Spinner
- Supply and install (1) 2 Seat See-Saw
- Supply and install (1) 3 Bay Swing Set
- Supply and install (3) Hammocks with associated support poles
- Supply and installation of multi-colored PIP surfacing in manufacturer's specified depth as required for fall conditions
- Specifically excludes supply and installation of Tuned Drums

11-660 ATHLETIC EQUIPMENT

- Supply and install (2) fixed basketball goals – post, backboard and netting included
- Construct (3) new horseshoe pits per submitted design – layout to be provided by Town Park staff
- Supply and install decorative fence along east side of playground. Rope material to match play structure material

DIVISION 13 – SPECIAL CONSTRUCTION

13-100 IDS PLAY STRUCTURES

- Provide all labor, materials and equipment as necessary for installation of Pirate Play Structures as indicated in plans.
- Town Park Staff to be responsible for final sign off and acceptance of shop drawings prior to production of play structures to ensure compliance with design objectives.

DIVISION 15 - MECHANICAL

15-400 PLUMBING

- Specifically excluded from this scope of work.

15-510 FIRE SPRINKLERS

- Specifically excluded from this scope of work.

15-800 HVAC

- Specifically excluded from this scope of work.

DIVISION 16 - ELECTRICAL

16-100 ELECTRICAL

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

- Specifically excluded from this scope of work.

16-670 SECURITY & ACCESS CONTROL SYSTEM

- Specifically excluded from this scope of work.

EXHIBIT B
TOWN PARK PLAYGROUND
Clarifications and Qualifications
21 August 2018

EXCLUSIONS:

The Owner shall be responsible for the following services, materials, fees and other items all of which are specifically excluded from the General Contractor's scope of work:

- Any work outside the areas designated on the contract drawings
- Architectural and Engineering design fees
- Soil borings and related sub-surface engineering.
- Material testing, reporting and inspection.
- Telecommunications service to the building.
- Surveying for layout
- As built survey record documents
- Any work associated with undocumented subsurface conditions
- All items indicated as By Owner in this scope or schedule of values
- Utility Company service charges for installation or relocation of facilities.
- Hazardous material survey and mitigation.
- Maintenance equipment
- Lightning Protection
- Commissioning fees
- Project contingency
- Permanent trash and waste handling equipment and containers
- Supply and installation of play drums
- Demolition of existing bathroom facilities
- Supply and installation of items designated as "park amenities" – ie; trash receptacles, bike racks, picnic tables or interpretive signage
- Site clearing for all installations – By Town
- Rough grading and compaction of site in preparation for concrete – By Town
- Import, placement and compaction of fill material as necessary – By Town
- Supply, import and place boulder walls – By Town
- Import and place top soil for landscaped and sodded areas – By Town
- Identification and abatement of hazardous materials prior to implementation of demolition
- De-commissioning and removal of existing irrigation pump
- Existing pavilion area structure or slab