

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD#1-13
SERIES 2022

A RESOLUTION OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1
BOARD OF DIRECTORS APPROVING A CONTRACT WITH
GOODLAND CONSTRUCTION FOR CONSTRUCTION OF
THE HIGH ZONE CD PUMP STATION BUILDING

BE IT RESOLVED BY THE METROPOLITAN DISTRICT NO. 1 BOARD OF
DIRECTORS, as follows:

Section 1. The construction contract between the Superior
Metropolitan District No. 1 and Goodland Construction for the
construction of the High Zone CD Pump Station Building is hereby
approved in substantially the same form as attached hereto, subject
to final approval by the Districts Attorney.

ADOPTED this 12th day of December, 2022.


Mark Lacis, President

ATTEST:


Lydia Yecke, Secretary



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 9TH day of FEBRUARY, 2023 (the "Effective Date"), by and between Superior Metropolitan District No. 1, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "District"), and Goodland Construction, an independent contractor with a principal place of business at 760 Nile Street, Golden, Colorado 80401 ("Contractor") (collectively the "Parties").

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

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

Construction of a masonry building, roof and generator pad and enclosure for the High Zone CD Pump Station located at the Superior Water Treatment Plant.

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

3. **Commencement and Completion of Work.** Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished 120 days after Notice to Proceed unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 14 days of the date of Substantial Completion.

4. **Compensation/Contract Price.** The District agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$259,198. The District shall pay Contractor in the manner and at such times as set forth in the General Provisions.

5. **Workers Without Authorization**

A. ***Certification.*** By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract.

B. ***Prohibited Acts.*** Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

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

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

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

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

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

The District: Jim Widner, P.E.
Superior Metropolitan District No.1
124 East Coal Creek Drive
Superior, Colorado 80027

Contractor: Matt Worland, President
Goodland Construction
760 Nile Street
Golden, Colorado, 80401

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

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

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

15. **Governmental Immunity.** The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

16. **Rights and Remedies.** The rights and remedies of the District under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

17. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with Superior Metropolitan District No.1 (the "District"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

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

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

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

Signature

Date