

TOWN OF SUPERIOR  
RESOLUTION NO. R-11  
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN AGREEMENT WITH POOL & SPA MEDICS  
FOR THE SUPERIOR SOUTH POOL REPLASTER PROJECT

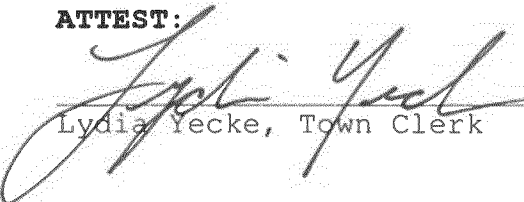
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town of  
Superior and Pool & Spa Medics for the Superior South Pool  
Replaster Project is hereby approved in substantially the same  
form as attached hereto, subject to final approval by the Town  
Attorney.

ADOPTED this 12<sup>th</sup> day of February, 2024.

  
Mark Lacis, Mayor

ATTEST:

  
Lydia Yecke, Town Clerk





**CONTRACT DOCUMENTS**

For the construction of

**South Pool Replaster Project**

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CONTRACT DOCUMENTS**

**WORK DOCUMENTS**

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## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 12<sup>TH</sup> day of February 2024 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), and Pool & Spa Medics, LLC, an independent contractor with a principal place of business at 2091 E 74th Avenue, Denver, CO 80229 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

Replaster the leisure pool at the Superior South Pool (3300 Huron Peak Avenue) in Superior, Colorado.

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

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 5th day of April, 2024, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 5 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$149,103. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

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

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

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

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

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

The Town: Leslie Clark  
Town of Superior  
124 East Coal Creek Drive  
Superior, CO 80027

Contractor: Dustin Donner  
Pool & Spa Medics  
2091 E 74<sup>th</sup> Ave  
Denver, CO 80229

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

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

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

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

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

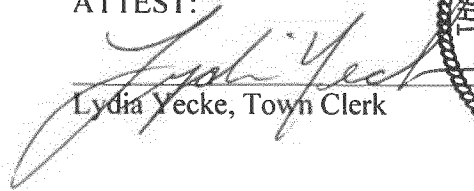
16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

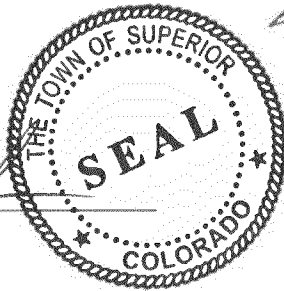
IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

**TOWN OF SUPERIOR, COLORADO**

  
\_\_\_\_\_  
Mark Lacin, Mayor

ATTEST:

  
\_\_\_\_\_  
Lydia Yecke, Town Clerk



**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.  
My commission expires: \_\_\_\_\_

( S E A L )

\_\_\_\_\_  
Notary Public



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

**TOWN OF SUPERIOR, COLORADO**

\_\_\_\_\_  
Mark Lacis, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Yecke, Town Clerk

**CONTRACTOR**

DocuSigned by:

By:

*Dustin Donner*

E47E5281D2954E8

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public





CERTIFICATE OF INSURANCE

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**NOTICE OF AWARD**

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

RE: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for submitting a Bid for the \_\_\_\_\_.

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

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

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

Should you have any questions, please call me at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
, Project Manager