

**TOWN OF SUPERIOR  
RESOLUTION NO. R-19  
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR  
APPROVING AN AGREEMENT WITH PG ARNOLD CONSTRUCTION, L.L.C.,  
FOR THE SUPERIOR PLAZA SUITE 200 RENOVATION PROJECT**

**WHEREAS**, the Town desires to consolidate office space, improving internal and external communication and coordination; and

**WHEREAS**, the Board of Trustees finds it is in the best interest of the Town to contract with PG Arnold Construction, L.L.C., to complete the office renovations.

**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 PG Arnold Construction, L.L.C., for the Superior Plaza Suite 200 Renovation Project is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

**ADOPTED this 22 day of April, 2024.**



Mark Lacis, Mayor

**ATTEST:**



Lydia Yecke, Town Clerk



**CONSTRUCTION CONTRACT (SHORT FORM)**

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 22 day of April, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and PG Arnold Construction, L.L.C., an independent contractor with a principal place of business at 3109 28<sup>th</sup> Street, Boulder, CO 80301 ("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:

**I. SCOPE OF WORK**

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

**II. TERM AND TERMINATION**

A. Contractor shall complete the Scope of Work on or before July 31, 2024.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

**III. COMPENSATION**

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$209,213.99 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. 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.

**IV. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

**V. RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review,

approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

B. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **VI. OWNERSHIP**

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

## **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. 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 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 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.

## **X. WARRANTY**

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of two (2) years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

## **XI. MISCELLANEOUS**

A. *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.

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

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

D. *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 to the Party at the address included on the first page of this Contract.

E. *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.

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

G. *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.


H. *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.

I. *Rights and Remedies.* 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. 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.

J. *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, the Parties have executed this Contract as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

  
Mark Laci, Mayor

ATTEST:

  
Lydia Yecke, Town Clerk



PG ARNOLD CONSTRUCTION, L.L.C.

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

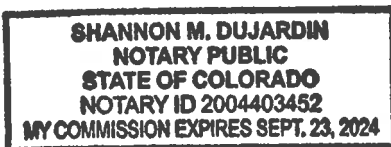
STATE OF COLORADO )  
) ss.  
COUNTY OF Boulder )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 29<sup>th</sup> day of April, 2024, by Paul Arnold as owner of PG Arnold Construction

My commission expires:

(SEAL)

  
Notary Public



## EXHIBIT A SCOPE OF WORK

Complete office renovations at Superior Plaza Suite 200 as identified in the attached drawings and scope of work included below. All work shall be completed in accordance with Town specifications and standards.

**Project Budget**

**\$209,213.99**

We appreciate the opportunity to work with you on this project and look forward to hearing back from you. Feel free to contact us with any questions.

### Proposal Cost Breakdown

Division Code	Description	Total	Notes
<b>01 General Requirements</b>			
01	Project Management	12,600.00	Project Documentation & Contracting, material procurement, QA/QC, etc.
01	Temporary Construction	2,950.00	Temporary construction protection and barriers. Protect existing carpet.
01	Dumpster/Material Haul Away	1,050.00	Dumpster, material haul off, and disposal fees.
01	Temporary Toilet	792.00	Temporary toilet.
Division Code	Description	Total	Notes
01	Final Cleaning	425.00	Final cleaning of jobsite.
01	Small Tools And Supplies	200.00	Small tools and consumables as needed.
01	Superintendent	23,560.00	On site supervision, QA/QC, material deliveries, schedule completion and inspections, etc.
<b>01 - General Requirements Total</b>		<b>\$41,577.00</b>	
<b>02 Existing Conditions</b>			
02	Selective Building Demolition - VE	3,900.00	Demolition per drawings and conference room ACT and grid.
<b>02 - Existing Conditions Total</b>		<b>\$3,900.00</b>	
<b>08 Openings</b>			
08	Doors And Frames - VE	20,900.00	Supply and install of (10) Wood Doors with hardware (keying excluded).
08	Glazing - VE	7,872.00	(7) New glazing to be 1/4" with U-Channel and a clear sealant on vertical surfaces (36" x 58").
<b>08 - Openings Total</b>		<b>\$28,772.00</b>	
<b>09 Finishes</b>			
09	Painting	7,180.00	Painting per sheet A1.3.
09	Flooring - VE	5,500.00	Carpeting and Resilient Base in new copy room area and office 212. Rubber Wall base on new walls.
09	Drywall Subcontractor - VE	29,750.00	New gypsum board walls per plans. No copy room wall. (includes minor patching).

Division Code	Description	Total	Notes
09	Acoustical Ceilings Subcontractor - Cost Savings	6,800.00	ACT and Grid per plans. No ceiling in server room.
<b>09 - Finishes Total</b>			<b>\$49,230.00</b>
<b>21 Fire Suppression</b>			
21	Fire Suppression Subcontractor	11,330.00	Fire Sprinkler Modification for office layout.
<b>21 - Fire Suppression Total</b>			<b>\$11,330.00</b>
<b>23 Heating, Ventilating and Air-Conditioning (HVAC)</b>			
23	HVAC Subcontractor	11,112.00	Mechanical per mechanical plans only.
<b>23 - Heating, Ventilating and Air-Conditioning (HVAC) Total</b>			<b>\$11,112.00</b>
<b>26 Electrical</b>			
26	Electrical Budget - VE	34,061.88	Electrical scope per electrical drawings.
<b>26 - Electrical Total</b>			<b>\$34,061.88</b>
<b>28 Electronic Safety And Security</b>			
28	Fire Detection And Alarm	7,329.00	Alarm system modification based on plans.
<b>28 - Electronic Safety And Security Total</b>			<b>\$7,329.00</b>
<b>Total</b>			<b>\$187,311.88</b>

#### Direct cost

Description	Total
General Liability Insurance	2,809.68
Additional Insurances - Not Included	0.00
Permit Fees - Not Included	0.00
Design and Engineering Fees - Not Included	0.00
Payment & Performance Bond	4,514.22
<b>Sub-Total (Indirect Cost)</b>	<b>\$194,635.77</b>

#### Indirect cost

Description	Total
Overhead and Profit	14,578.22
<b>Total Estimate</b>	<b>\$209,213.99</b>

#### Inclusions

1. **General Items:**
  - All work to be performed during normal business hours (7 am - 4 pm).
  - PG Arnold will take care to protect or restore existing finishes to condition when project began.
  - We have included insurance and supervision for the project.
  - We exclude builders risk insurance and bonding. These can be provided but will be at additional cost.
  - Due to ongoing impacts due to shortages of material and labor availability, costs are in constant fluctuation. We have based the estimate on current costs/rates. We will do our best to maintain the project budget and schedule and will communicate any issues that arise outside of our control that may cause an adjustment to the contract price or schedule.
  - Proposal good for (15 business days).
2. **Scope of Work:**
  - Per drawings and above line item descriptions.
  - Superintendent and PM rate is based off all three projects going at same time.



- Items included that are not shown on the drawings or differ based on site walk:
  - Demo of conference room ceiling (salvage as much as possible for re-use).
  - Re-use of doors and frames where possible.
    - Doors for conference, office 210 & 206 to be re-used.
  - Front double door to remain with new keypad lockset added.
  - All framing to be metal stud framing.
  - Interior Glass in U-Channel (1/4").
  - All dashed furniture/fixtures to be Owner supplied and installed.
  - CAD files need to be supplied by architect for fire alarm and sprinkler design.
- 3. **Value Engineered Scopes:**
  - Reduction in demolition.
    - Copy room cabinets and walls to remain.
  - Reduction in drywall & ACT.
    - No walls to new copy room.
    - No new walls or office for 201 & 202.
    - ACT to remain as much as possible in existing conference room.
  - Flooring reduction in scope.
    - Only supply flooring in new copy room area and office 212.
    - Rubber base on all new walls to remain in scope.
  - (7) glass openings approximately 36x72" consisting of one full lite.
  - Doors and frames to be smaller 3-0x7-0 doors with prefinished birch wood and Timely Frames.
  - Electrical VE to be provided after received from supplier.

## Exclusions

- Anything not explicitly stated above.
- Plumbing.
- Backing & Blocking.
- Low Voltage.
- All millwork/countertops as no clarifications are made on drawings.
- All furniture, desks, kitchen islands and break space furniture.
- Moving and storage of owner equipment, furniture, and supplies.
- Weather delays.
- Overtime and after hour work.
- Architectural & Engineering Design Fees.
- Permitting and Permit Fees.
- MEP Permit Fees.

### Add Alternates:

1. **After Hours - \$34,508.00**
  - Includes work to be complete after working hours and on weekends.
  - Includes more periodic cleaning to allow staff to have clean space during construction.
  - Scope of work to be done during normal hours:
    - Painting.
    - ACT.
    - Rubber base/Flooring.
    - Windows.
2. **Exhaust Fan - \$4,649.00**
  - Includes roof penetration.
  - Exhaust Fan supply & install.
  - Wired Thermostat.
3. **High-Low Transfer Grill - \$830.00**
  - High-low transfer grill for server room.