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**REGULAR MEETING AGENDA OF THE
COMMUNITY HOUSING DEVELOPMENT AUTHORITY OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
DECEMBER 9, 2025
7:30 PM**

Call to Order:

Roll Call:

Public Comments:

Citizens making comments during Public Comments on items not on the agenda shall state their names and addresses for the record, be topicspecific, and limit comments to no longer than three minutes. No Planning Commission action is taken on public comments. The Commission will take all comments under advisement and if a response is appropriate the individual making the comment will receive a formal response from the town at a later date.

Consent Agenda:

Minutes from October 28, 2025 Meeting

New Business:

Resolution FCHDA 25-04: A RESOLUTION EXPRESSING THE INTENT OF THE FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY ENTERING INTO A CONSTRUCTION AGREEMENT FOR 101 WEST MAIN WORKFORCE HOUSING INFRASTRUCTURE CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC) WITH MARIN-HARRIS

Adjourn:

Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting.

Questions: Stacey Campbell, Town Clerk | townclerk@townoffrisco.com | (970)668-5276



RECORD OF PROCEEDINGS – MINUTES

**FRISCO COMMUNITY DEVELOPMENT HOUSING AUTHORITY
FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443
OCTOBER 28, 2025
IMMEDIATELY AFTER TOWN COUNCIL MEETING
NOTICED FOR 7:15PM**

Call to Order:

Chair Ihnken called the Meeting to order at 8:26PM.

Attendance Notes:

Rick Ihnken – PRESENT (IN-PERSON) – Chair
Andy Held – PRESENT (IN-PERSON)
Martin Allen – PRESENT (IN-PERSON)
Robyn Goldstein – PRESENT (IN-PERSON)
Dan Kibbie – PRESENT (IN-PERSON)
Zach Ryan – PRESENT (IN-PERSON)
Elizabeth Skrzypczak-Adrian – present (IN-PERSON)

Public Comment:

Chair Ihnken opened the floor for Public Comment, seeing none, closed Public Comment and moved onto the Consent Agenda Approval.

Commissioner Comments:

None.

Consent:

- Minutes from April 22, 2025 Meeting

MOTION: COMMISSIONER IHNKEN MOVED TO APPROVE THE RESOLUTION AS PRESENTED, SECONDED BY COMMISSIONER ALLEN.

VOTE:

RYAN: YEA
KIBBIE: YEA
GOLDSTEIN: YEA
ALLEN: YEA
HELD: ABSENT
IHNKEN: YEA
SKRZYPCZAK-ADRIAN: YEA

MOTION: PASSED AT 8:29PM

New Business:

Agenda Item #1: 101 West Main Street NHP Development Agreement Amendment Approval

Chair Ihnken read the item into the record and opened the Public Hearing at 8:29PM.

Town Manager Tom Fisher presented the item and offered to answer any questions on behalf of staff to the Authority.

Chairperson Ihnken opened Public Comment, seeing none, closed Public Comment at 8:29PM.

MOTION: COMMISSIONER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE ITEM, SECONDED BY COMMISSIONER ALLEN.

VOTE:

SKRZYPCZAK-ADRIAN: YEA

RYAN: YEA

KIBBIE: YEA

GOLDSTEIN: YEA

ALLEN: YEA

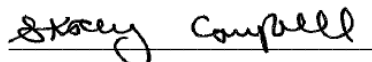
HELD: YEA

IHNKEN: YEA

MOTION: PASSED AT 8:31PM

COMMISSIONER HELD MOVED TO ADJORN, REMAINING COMMISSIONERS UNANIMOUSLY AGREED, MEETING ADJORNED AT 8:31PM.

Respectfully Submitted,



Stacey Campbell

Town Clerk





TO: Mayor and Town Council
FROM: Addison Canino, Capital Projects Senior Manager
RE: Resolution FCHDA 25-04: A RESOLUTION EXPRESSING THE INTENT OF THE FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY ENTERING INTO A CONSTRUCTION AGREEMENT FOR 101 WEST MAIN WORKFORCE HOUSING INFRASTRUCTURE CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC) WITH MARIN-HARRIS
DATE: December 9, 2025

Summary & Background:

Since early 2023, the Town of Frisco has partnered with the NHP Foundation (NHPF) to explore and develop affordable housing opportunities within the community. NHPF’s mission is to “preserve and create sustainable, service-enriched multifamily housing that is affordable to low- and moderate-income families and seniors, and beneficial to their communities.” This mission aligns with the Town Council’s strategic goal to support a thriving local economy by expanding workforce housing and fostering community inclusivity through a range of housing options for year-round residents.

The Town and NHPF are currently collaborating on two affordable housing projects located at 101 W. Main Street and 602 Galena Street. In response to the community’s diverse housing needs, both projects aim to provide a variety of affordable rental options. The 101 W. Main project is anticipated to move forward in 2026, delivering 52 rental units targeted at households earning 30%, 50%, and 80% of the Summit County Area Median Income (AMI).

Following the model established for the 602 Galena project, the Town will manage and oversee the infrastructure work, while NHPF will contract separately for the vertical construction. To facilitate this approach, Town staff issued a Request for Proposals (RFP) in June 2025 to select a Construction Manager/General Contractor (CMGC) for the infrastructure portion of the 101 W. Main project. Sanitary sewer improvements will be managed under a separate contract with the Frisco Sanitation District.

Analysis:

Two proposals were received during the solicitation period with Martin-Harris Construction (formerly CFC), being the low bidder for the project. Not only was Martin-Harris Construction the low bidder for the project, but they have great experience with workforce housing in

mountain communities and already have an existing relationship with both NHP and the Town of Frisco for the work that is being done at 602 Galena. With this relationship already built, Martin-Harris is aware of the grant requirements that are needed for Town staff, along with the billing requirements needed to ensure that grant reporting can be done as smoothly and efficiently as possible.

Financial Impact:

Two prices were required from the prospective bidders, noted as Bid Schedules A and B. Bid Schedule A addresses the base scope of work needed by the Town of Frisco to ensure that all aspects of the infrastructure work could be completed, apart from the sanitary sewer. The work for the sanitary sewer is outlined in Bid Schedule B. This was broken out to address the differences in grant opportunities between the Town of Frisco and the Frisco Sanitation District.

The RFP process resulted in two bids received for the project. Martin-Harris Construction was the apparent low bidder for the project, and their pricing is reflected below for both Bid Schedules A and B.

Martin-Harris Proposal	
Bid Schedule A (TOF Work)	\$1,907,753.90
Bid Schedule B (Frisco Sanitation Work)	\$244,212.00
Total Bid (Schedule A + Schedule B)	\$2,151,965.90

The Town of Frisco was awarded a Strong Communities grant from DOLA (Colorado Department of Local Affairs) which will assist in reimbursement for Town costs for this project, and the Frisco Sanitation District was awarded a grant for \$150,000, also from DOLA, to cover some of the costs of the sanitary sewer work. An agreement between the Town and the Frisco Sanitation District has been reached in which the Town will pay for any of the project overages outside of the \$150,000.

The Town’s Housing Authority and NHPF are currently working through the terms of an agreement related to this infrastructure contract. These discussions center on aligning project scope and timing to ensure that all required work is completed within the grant deadlines, while also maximizing the use of available grant funding. Both parties are working together to identify an approach that allows full utilization of the grant funding without committing the Town to construction costs beyond what has been identified. The original pricing in the initial proposal was then discussed with both Martin-Harris and NHPF, to allocate the bulk of the project’s landscaping to the vertical construction, as this would most likely not be able to be completed prior to the grant deadline.

Once construction is completed, the project will increase Town owned infrastructure, including sidewalk, parking, storm sewer, curbs, landscaping, and signage, which will increase annual street maintenance costs for West Main Street. These additional costs will be carried out by Public Works operation and maintenance budgets.

Environmental Sustainability:

This construction will be conducted in a manner that is in alignment with all current local, state,

and Federal regulations regarding best practices for construction and stormwater management.

Alignment with Strategic Plan:

The project aligns with the Enhance Community Inclusivity objective of the Strategic Plan, specifically “Diverse Housing: Offering a variety of housing types to support the workforce and residents.” The attached contract will construct infrastructure to support workforce housing which will enhance community inclusivity.

Staff Recommendation:

Staff recommends that Council adopt Resolution FCHDA 25-31 and authorize the Mayor to execute a contract with Martin-Harris Construction for the 101 W Main Workforce Housing Infrastructure Construction Manager General Contractor (CMGC) Agreement.

Reviews and Approvals:

Addison Canino, Capital Projects Senior Manager	Created/Initiated - 12/5/2025
Josh Southworth, Public Works Director	Approved - 12/5/2025
Leslie Edwards, Finance Director	Approved - 12/5/2025
Diane McBride, Assistant Town Manager	Approved - 12/5/2025
Tom Fisher, Town Manager	Final Approval - 12/5/2025

Attachments:

1. Attachment 3 - CMGC Martin-Harris Exhibit B to Contract (Summary of Quantities)
2. Attachment 2 - Workforce Housing Infrastructure CMGC Construction Agreement (101 West Main Street)
3. Attachment 1 - Resolution FCHDA25-04 CMGC Martin-Harris (101 West Main Street)

EXHIBIT B

Town of Frisco Construction Agreement

Exhibit A Summary of Quantities

Note: Quantities stated in the bid below are estimated quantities only and it is understood the actual quantities in the field may vary from those estimated. Actual quantities will be measured in the field, unless specified otherwise in the bid item descriptions. Work required in this section includes all expenses to complete the individual bid items per the plans and specifications. Unit bid prices, as quoted in the bid schedule, shall constitute full compensation for materials, labor, equipment, rentals, permits, overhead, profit, incidentals, risk, loss, damage, and all other items of work and expense required for the complete construction of each pay item per the plans and specifications. Any items or like item not specifically mentioned as a bid item is considered incidental to the project and all costs associated with these items must be included in the bid items listed.

Items below shall be completed per 2025 CDOT Standard Specifications for Road and Bridge Specifications unless noted otherwise for a bid item.

Bid Schedule A and Bid Schedule B will be awarded as two separate contracts (Bid Schedule A contracted with Town of Frisco and Bid Schedule B contracted with Frisco Sanitation District). Town and District reserve the right to award Bid Schedule A and B to two different contractors.

Contractor shall provide unit bid cost for each item as follows:

BID SCHEDULE A

ITEM CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	CLEARING AND GRUBBING	1.0	LS	\$ 25,639.55	\$ 25,640
2	REMOVAL OF ASPHALT	2985.0	SY	\$ 13.00	\$ 38,817.00
3	REMOVAL OF SIGN	8.0	EACH	\$ 154.70	\$ 1,238.00
4	RELOCATE SIGN	4.0	EACH	\$ 458.31	\$ 1,833.00
5	REMOVE/ABANDON WATER SERVICE	1.0	LS	\$ 1,844.50	\$ 1,844.00
6	REMOVE/ABANDON WATER MAIN	1.0	LS	\$ 12,419.61	\$ 12,420.00
7	REMOVE/ABANDON SEWER SERVICE	1.0	LS	\$ 12,542.58	\$ 12,543.00
8	REMOVE 24" HDPE CULVERT	32.0	LF	\$ 61.48	\$ 1,967.00
9	REMOVAL OF STREET LIGHT	5.0	EACH	\$ 4,440.37	\$ 22,202.00
10	REMOVAL OF STAIRS	1.0	EACH	\$ 17,702.79	\$ 17,703.00
11	REMOVAL OF TREE	20.0	EACH	\$ 911.23	\$ 18,225.00
12	REMOVAL OF PLANTER	2.0	EACH	\$ 2,088.18	\$ 4,176.00
13	REMOVAL OF GUARDRAIL	80.0	LF	\$ 15.46	\$ 1,237.00
14	REMOVAL OF CONCRETE	862.0	SY	\$ 44.86	\$ 38,672.00
15	REMOVAL OF FENCE	120.0	LF	\$ 15.46	\$ 1,855.00
16	ASPHALT PLANING/MILLING (2")	400.0	SY	\$ 55.95	\$ 22,379.00
17	EROSION CONTROL	1.0	LS	\$ 32,419.52	\$ 32,420.00
18	EARTHWORK/GRADING	1.0	LS	\$ 456,961.77	\$ 456,962.00
19	POTHOLING	30.0	HOUR	\$ 817.39	\$ 24,522.00
20	DECIDUOUS TREE (2 INCH CALIPER)	30.0	EACH	\$ -	\$ -
21	DECIDUOUS TREE (1.5 INCH CALIPER)	4.0	EACH	\$ -	\$ -
22	EVERGREEN TREE (6 FOOT)	10.0	EACH	\$ -	\$ -
23	EVERGREEN TREE (8 FOOT)	9.0	EACH	\$ -	\$ -
24	DECIDUOUS SHRUB	38.0	EACH	\$ -	\$ -
25	EVERGREEN SHRUB	5.0	EACH	\$ -	\$ -
26	ORNAMENTAL GRASS	66.0	EACH	\$ -	\$ -
27	ORNAMENTAL TREE	3.0	EACH	\$ -	\$ -
28	NATIVE GRASS REVEGETATION	1.0	ACRE	\$ -	\$ -
29	TOPSOIL	600.0	CY	\$ -	\$ -
30	IRRIGATION SYSTEM (Allowance) ROW only	1.0	LS	\$ 16,457.90	\$ 16,457.90

31	ROCK MULCH	1206.8	SY	\$	-	\$	-
32	LANDSCAPE MULCH	1314.4	SY	\$	-	\$	-
33	CRUSHER FINES	91.6	SY	\$	-	\$	-
34	PAVING BRICK	2242.9	SY	\$	-	\$	-
35	PLASTIC EDGER	686.7	LF	\$	-	\$	-
36	BOULDERS	32.0	EACH	\$	-	\$	-
37	BOULDER RETAINING WALL	340.0	SF	\$	-	\$	-
38	BENCH TREE WALL	7.0	EACH	\$	-	\$	-
39	SEATING SLAB	7.0	EACH	\$	-	\$	-
40	DOG WASTE STATION	1.0	EACH	\$	1,934.73	\$	1,935.00
41	BIKE RACK	5.0	EACH	\$	1,102.16	\$	5,511.00
42	AGGREGATE BASE COURSE (CLASS 6)	379.0	CY	\$	158.76	\$	60,170.00
43	CONCRETE SIDEWALK (6 INCH)	931.2	SY	\$	128.45	\$	119,616.00
44	CONCRETE CURB RAMP	111.6	SY	\$	269.59	\$	30,087.00
45	CONCRETE PAN	6.9	SY	\$	98.32	\$	678.00
46	CURB & GUTTER TYPE 2 (SPECIAL)	1302.0	LF	\$	60.26	\$	78,461.00
47	7" CONCRETE PAD	15.4	SY	\$	285.45	\$	4,396.00
48	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)	316.4	TON	\$	474.20	\$	150,037.00
49	CONNECT TO EXISTING WATER LINE	2.0	EACH	\$	7,155.64	\$	14,311.00
50	6 INCH DUCTILE IRON PIPE	130.0	LF	\$	530.97	\$	69,026.00
51	10 INCH DUCTILE IRON PIPE	210.8	LF	\$	463.10	\$	97,621.00
52	10 INCH VALVE AND VALVE BOX	1.0	EACH	\$	8,274.23	\$	8,274.00
53	6 INCH VALVE AND VALVE BOX	1.0	EACH	\$	7,756.73	\$	7,757.00
54	6 INCH PLASTIC SEWER SERVICE PIPE (PVC_	23.0	LF	\$	758.35	\$	17,442.00
55	8" HDPE PIPE	21.0	LF	\$	359.86	\$	7,557.00
56	12" HDPE PIPE	111.0	LF	\$	324.34	\$	36,001.00
57	18" HDPE PIPE	38.0	LF	\$	284.72	\$	10,819.00
58	AREA INLET (12 INCH)	1.0	EACH	\$	8,263.03	\$	8,263.00
59	THERMOPLASTIC MARKINGS	1.0	LS	\$	2,277.27	\$	2,277.00
60	SIGN POST	20.0	EACH	\$	396.46	\$	7,929.00
61	SIGN PANEL	20.0	EACH	\$	147.48	\$	2,950.00
62	STREET LIGHT (CUSTOM)	10.0	EACH	\$	19,033.32	\$	190,333.00
63	2 INCH CONDUIT	372.0	LF	\$	49.56	\$	18,435.00
64	TYPE ONE PULL BOX	3.0	EACH	\$	2,886.24	\$	8,659.00
65	CONSTRUCTION SURVEYING	1.0	LS	\$	39,890.36	\$	39,890.00
66	MOBILIZATION	1.0	LS	\$	87,221.50	\$	87,222.00
67	TRAFFIC CONTROL	1.0	LS	\$	68,984.28	\$	68,984.00
Total Bid Schedule A						\$	1,907,753.90

BID SCHEDULE B

ITEM CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	REMOVE/ABANDON EXISTING SEWER MAIN	205.3	LF	\$ 61.48	\$ 12,623.00
2	MANHOLE (SEWER)	3.0	EACH	\$ 19,213.26	\$ 57,640.00
3	8 INCH PLASTIC SEWER PIPE (PVC)	210.0	LF	\$ 400.11	\$ 84,023.00
4	MODIFY MANHOLE (SEWER)	1.0	EACH	\$ 7,731.00	\$ 7,731.00
5	SEWAGE BYPASS PUMPING	1.0	LS	\$ 55,504.59	\$ 55,505.00
6	CONSTRUCTION SURVEYING	1.0	LS	\$ 6,800.11	\$ 6,800.00
7	MOBILIZATION	1.0	LS	\$ 3,964.61	\$ 3,965.00
8	TRAFFIC CONTROL	1.0	LS	\$ 15,925.06	\$ 15,925.00
Total Bid Schedule B					\$ 244,212.00

Total Bid (Schedule A + Schedule B) \$ 2,151,965.90

*Erosion Control bid item shall include installation and maintenance of all bmps shown in plans, erosion control management, sediment removal, and all other erosion control per the plans and specifications for duration of project.

**Ductile Iron Pipe bid item shall include all connections, fittings, tees, and other items necessary for water line installation.

***Mobilization shall include performance and payment bonds.

****Traffic Control shall include flagging, traffic control devices, traffic control inspections, and traffic control management for duration of project.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 9th day of December, 2025, by and between the Frisco Community Housing Development Authority, a Colorado body corporate and politic with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Martin-Harris Construction, a Limited Liability Corporation ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

101 WEST MAIN WORKFORCE HOUSING INFRASTRUCTURE CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC)

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. The Notice To Proceed shall not be issued until all permits are in place and any other condition precedents for starting the work have occurred. Substantial Completion of the Project shall be accomplished __ days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **ONE MILLION NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS AND NINETY CENTS (\$1,907,753.90)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

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

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

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

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement 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: Addison Canino, Capital Project Senior Manager
Project Manager
P.O. Box 4100
Frisco, CO 80443

Contractor: Megan Boyd, Project Executive
1819 Denver West Drive Ste. 225
Lakewood, CO 80401

9. Severability. If any provision of this Agreement 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.

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) 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 or employees.

13. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement 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.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY

Frederick J Ihnken,
Chairperson

ATTEST:

Stacey Campbell,
Town Clerk

CONTRACTOR

By:

[Handwritten Signature]

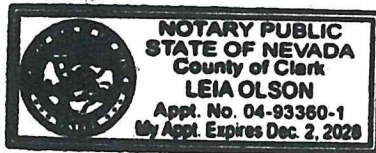
Its: Wade Pope
Vice President
Operations

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 9th day of December , 2025 by Wade Pope, as Vice President of Operations.

My commission expires: December 2, 2028

(SEAL)



[Handwritten Signature]

Notary Public

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- B. Bid Form;
- C. Bid Schedule;
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda – N/A

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the “Scope of Work” provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time. If any such delays exceed 10 days in the aggregate and are not due to any fault or negligence of the Contractor, then in addition to such extensions of the Contract Time, Contractor shall be entitled to an equitable adjustment in the Contract Price for the actual, documents costs directly resulting from such delay.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Except as provided in Paragraph A above, Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, or is otherwise compensable under Section 2.07(A), in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.
- B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.
- C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. 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.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, 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 Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, 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.

Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties for any claims, liabilities, damages, losses, expenses, or demands to the extent they result from the negligence, omissions, or wilful misconduct of an Indemnified Party.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 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. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. 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 Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), 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 be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety-five percent (95%) of the Work actually completed, as determined by the Project Manager.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a “notice of final payment” in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether “notice of final payment” is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

C. Because of the rapidly evolving tariff situation, Contractor cannot reasonably estimate the potential impacts at this time on the costs of materials for which a per-unit price was provided as

part of the bidding documents for this Agreement. Thus, Contractor will be entitled to a change order for the cost of any such tariff actually incurred, but only if the newly enacted tariff(s) cause a net increase of 10% or more in the per-unit cost used in the bidding documents for this Agreement, and then only to the extent of the increase that exceeds ten percent (10%) over the cost used for the per-unit bid. As an example, a tariff that causes an net increase of twenty percent (20%) in the per unit cost used in the bidding documents for this Agreement will allow a change order for 10% over said cost.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

7.11 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- A. Damages incurred by the Owner 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
- B. Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and

reputation.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Addison Canino, Capital Project Senior Manager
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including

allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20__, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager: Addison Canino, Capital Project Senior Manager
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

ATTEST:

By: _____

Attorney-in-Fact: _____

SURETY

Surety: _____

By: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date: September 9, 2025

Re: 101 West Main Workforce Housing Infrastructure Construction Manager General Contractor (CMGC)

Dear _____:

Thank you for submitting a bid for the Town of Frisco's 101 West Main Workforce Housing Infrastructure Construction Manager General Contractor (CMGC).

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of \$2,331,848 for the above mentioned project.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return one copy to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please email me at AddisonC@townoffrisco.com.

Sincerely,

Addison Canino
Capital Project Senior Manager
Town of Frisco Public Works

NOTICE TO PROCEED

Date:

Re: 101 West Main Workforce Housing Infrastructure Construction Manager General Contractor (CMGC)

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco 101 West Main Workforce Housing Infrastructure Construction Manager General Contractor (CMGC).

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please email me at AddisonC@townoffrisco.com.

Sincerely,

Addison Canino
Capital Project Senior Manager
Town of Frisco Public Works

Summary of Quantities

Note: Quantities stated below are estimated quantities only and it is understood the actual quantities in the field may vary from those estimated. Actual quantities will be measured in the field, unless specified otherwise in the bid item descriptions. Work required in this section includes all expenses to complete the individual bid items per the plans and specifications. Unit bid prices, as quoted in the bid schedule, shall constitute full compensation for materials, labor, equipment, rentals, permits, overhead, profit, incidentals, risk, loss, damage, and all other items of work and expense required for the complete construction of each pay item per the plans and specifications. Any items or like item not specifically mentioned as a bid item is considered incidental to the project and all costs associated with these items must be included in the bid items listed.

Items below shall be completed per 2025 CDOT Standard Specifications for Road and Bridge Specifications unless noted otherwise for a bid item.

Contractor shall provide unit bid cost for each item as follows:

BID SCHEDULE A

ITEM CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	CLEARING AND GRUBBING	1.0	LS	\$ 25,639.55	\$ 25,640
2	REMOVAL OF ASPHALT	2985.0	SY	\$ 13.00	\$ 38,817.00
3	REMOVAL OF SIGN	8.0	EACH	\$ 154.70	\$ 1,238.00
4	RELOCATE SIGN	4.0	EACH	\$ 458.31	\$ 1,833.00
5	REMOVE/ABANDON WATER SERVICE	1.0	LS	\$ 1,844.50	\$ 1,844.00
6	REMOVE/ABANDON WATER MAIN	1.0	LS	\$ 12,419.61	\$ 12,420.00
7	REMOVE/ABANDON SEWER SERVICE	1.0	LS	\$ 12,542.58	\$ 12,543.00
8	REMOVE 24" HDPE CULVERT	32.0	LF	\$ 61.48	\$ 1,967.00
9	REMOVAL OF STREET LIGHT	5.0	EACH	\$ 4,440.37	\$ 22,202.00
10	REMOVAL OF STAIRS	1.0	EACH	\$ 17,702.79	\$ 17,703.00
11	REMOVAL OF TREE	20.0	EACH	\$ 911.23	\$ 18,225.00
12	REMOVAL OF PLANTER	2.0	EACH	\$ 2,088.18	\$ 4,176.00
13	REMOVAL OF GUARDRAIL	80.0	LF	\$ 15.46	\$ 1,237.00
14	REMOVAL OF CONCRETE	862.0	SY	\$ 44.86	\$ 38,672.00
15	REMOVAL OF FENCE	120.0	LF	\$ 15.46	\$ 1,855.00
16	ASPHALT PLANING/MILLING (2")	400.0	SY	\$ 55.95	\$ 22,379.00
17	EROSION CONTROL	1.0	LS	\$ 32,419.52	\$ 32,420.00
18	EARTHWORK/GRADING	1.0	LS	\$ 456,961.77	\$ 456,962.00
19	POTHOLING	30.0	HOURL	\$ 817.39	\$ 24,522.00
20	DECIDUOUS TREE (2 INCH CALIPER)	30.0	EACH	\$ -	\$ -
21	DECIDUOUS TREE (1.5 INCH CALIPER)	4.0	EACH	\$ -	\$ -
22	EVERGREEN TREE (6 FOOT)	10.0	EACH	\$ -	\$ -
23	EVERGREEN TREE (8 FOOT)	9.0	EACH	\$ -	\$ -
24	DECIDUOUS SHRUB	38.0	EACH	\$ -	\$ -
25	EVERGREEN SHRUB	5.0	EACH	\$ -	\$ -
26	ORNAMENTAL GRASS	66.0	EACH	\$ -	\$ -
27	ORNAMENTAL TREE	3.0	EACH	\$ -	\$ -
28	NATIVE GRASS REVEGETATION	1.0	ACRE	\$ -	\$ -
29	TOPSOIL	600.0	CY	\$ -	\$ -
30	IRRIGATION SYSTEM (Allowance) ROW only	1.0	LS	\$ 16,457.90	\$ 16,457.90

31	ROCK MULCH	1206.8	SY	\$	-	\$	-
32	LANDSCAPE MULCH	1314.4	SY	\$	-	\$	-
33	CRUSHER FINES	91.6	SY	\$	-	\$	-
34	PAVING BRICK	2242.9	SY	\$	-	\$	-
35	PLASTIC EDGER	686.7	LF	\$	-	\$	-
36	BOULDERS	32.0	EACH	\$	-	\$	-
37	BOULDER RETAINING WALL	340.0	SF	\$	-	\$	-
38	BENCH TREE WALL	7.0	EACH	\$	-	\$	-
39	SEATING SLAB	7.0	EACH	\$	-	\$	-
40	DOG WASTE STATION	1.0	EACH	\$	1,934.73	\$	1,935.00
41	BIKE RACK	5.0	EACH	\$	1,102.16	\$	5,511.00
42	AGGREGATE BASE COURSE (CLASS 6)	379.0	CY	\$	158.76	\$	60,170.00
43	CONCRETE SIDEWALK (6 INCH)	931.2	SY	\$	128.45	\$	119,616.00
44	CONCRETE CURB RAMP	111.6	SY	\$	269.59	\$	30,087.00
45	CONCRETE PAN	6.9	SY	\$	98.32	\$	678.00
46	CURB & GUTTER TYPE 2 (SPECIAL)	1302.0	LF	\$	60.26	\$	78,461.00
47	7" CONCRETE PAD	15.4	SY	\$	285.45	\$	4,396.00
48	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)	316.4	TON	\$	474.20	\$	150,037.00
49	CONNECT TO EXISTING WATER LINE	2.0	EACH	\$	7,155.64	\$	14,311.00
50	6 INCH DUCTILE IRON PIPE	130.0	LF	\$	530.97	\$	69,026.00
51	10 INCH DUCTILE IRON PIPE	210.8	LF	\$	463.10	\$	97,621.00
52	10 INCH VALVE AND VALVE BOX	1.0	EACH	\$	8,274.23	\$	8,274.00
53	6 INCH VALVE AND VALVE BOX	1.0	EACH	\$	7,756.73	\$	7,757.00
54	6 INCH PLASTIC SEWER SERVICE PIPE (PVC_	23.0	LF	\$	758.35	\$	17,442.00
55	8" HDPE PIPE	21.0	LF	\$	359.86	\$	7,557.00
56	12" HDPE PIPE	111.0	LF	\$	324.34	\$	36,001.00
57	18" HDPE PIPE	38.0	LF	\$	284.72	\$	10,819.00
58	AREA INLET (12 INCH)	1.0	EACH	\$	8,263.03	\$	8,263.00
59	THERMOPLASTIC MARKINGS	1.0	LS	\$	2,277.27	\$	2,277.00
60	SIGN POST	20.0	EACH	\$	396.46	\$	7,929.00
61	SIGN PANEL	20.0	EACH	\$	147.48	\$	2,950.00
62	STREET LIGHT (CUSTOM)	10.0	EACH	\$	19,033.32	\$	190,333.00
63	2 INCH CONDUIT	372.0	LF	\$	49.56	\$	18,435.00
64	TYPE ONE PULL BOX	3.0	EACH	\$	2,886.24	\$	8,659.00
65	CONSTRUCTION SURVEYING	1.0	LS	\$	39,890.36	\$	39,890.00
66	MOBILIZATION	1.0	LS	\$	87,221.50	\$	87,222.00
67	TRAFFIC CONTROL	1.0	LS	\$	68,984.28	\$	68,984.00
Total Bid Schedule A				\$	1,907,753.90		

**FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION FCHDA25-03**

A RESOLUTION EXPRESSING THE INTENT OF THE FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY ENTERING INTO A CONSTRUCTION AGREEMENT FOR 101 WEST MAIN WORKFORCE HOUSING INFRASTRUCTURE CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC) WITH MARTIN-HARRIS CONSTRUCTION.

WHEREAS, the Town Council has prioritized Enhancing Community Inclusivity in the Strategic Plan; and

WHEREAS, Town staff has continued to work with the NHP foundation to continue building workforce housing for the Frisco and Summit County Communities; and

WHEREAS, there are sufficient sums of money budgeted in Housing Fund for this contract, in addition to the grant funding that has been sought out to ensure this plan is fully funded; and

NOW, THEREFORE, BE IT RESOLVED BY THE FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY THAT:

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to execute the attached contract with MARTIN-HARRIS CONSTRUCTION, as set forth therein, at a cost of one million nine hundred and seven thousand seven hundred fifty-three dollars and ninety cents (\$1,907,753.90).

INTRODUCED, READ, AND ADOPTED BY THE COMMISSIONERS OF THE FRISCO COMMUNITY HOUSING DEVELOPMENT AUTHORITY THIS 9TH DAY OF DECEMBER, 2025.

FRISCO COMMUNITY HOUSING
DEVELOPMENT AUTHORITY:

Andrew M. Held, Commissioner

ATTEST:

Stacey Campbell, Town Clerk