

TOWN OF CASTLE ROCK, COLORADO
CONSTRUCTION CONTRACT

THIS CONTRACT is made at the Town of Castle Rock, Colorado, between the Town of Castle Rock, Colorado (Town), a municipal corporation, and Aquatic Chemical Solutions, Inc. (Contractor) a Colorado corporation, whose address is: 4785 Elati Street, Unit 32, Denver, CO 80216.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

1. Change Orders;
2. Notice to Proceed;
3. Construction Contract;
4. General Conditions;
54. The following Addenda, if any:

Number	Date	Pages
65.	Special Conditions of the Contract:	
	Document	Pages
6.	The following Specifications:	
7.	The following Drawings:	
8.	Notice of Award;	
9.	Invitation to Bid;	
10.	Information and Instructions to Bidders;	
11.	Notice of Substantial Completion;	
12.	Notice of Construction Completion;	
13.	Proposal Forms, including Bid Schedules;	
14.	Performance, and Labor and Material Payment Bonds;	
15.	Performance Guarantee; and	
16.	Insurance Certificates.	

(List here any additional documents, which are intended to form part of the Contract Documents.)

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$400,000.00 DOLLARS, (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Proposal as attached to the end of this document. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 20 calendar days, and must complete work within 120-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by May 16, 2016, unless the Project Manager issues one or more stop work order as contemplated by the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$100.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
100 N. Wilcox Street
Castle Rock, CO 80104

Notices to the Contractor are given if sent by registered or certified mail, postage prepaid, to the following address:

Aquatic Chemical Solutions, Inc.
PO Box 17865
Denver, CO 80217

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of Contractor's negligent operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers reasonably necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance. In the event of concurrent negligence of Contractor, its agents, employees or subcontractors, and that of the Town or its agents, employees, or contractors, which concurrent negligence results in injury or damage to persons or property and relates to Contractor's operations for the Town under the Contract, Contractor's obligation to indemnify the Town shall be limited to the extent of Contractor's negligence.



Aquatic Chemical Solutions, Inc.
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Butterfield Wader Remodel

Aquatic Chemical Solutions, Inc. (ACS) propose the construction of an interactive zero-depth play pool with multiple spray features as well as a fully interactive Splash Pad. The new pool and splash pad will stay inside of the existing fenced area, in place of the old baby pool. This will include a baby pool in the shape of a fish and the splash pad will a circular shape located right next to it.

ACS proposes to remove the existing baby pool and in its place build a free-form (Fish shape), roughly 20 foot by 30 foot wading pool. The pool depth will range from a walk-in entry (zero-depth) to 1'6" deep. Included in this pool with be a Carl the Clown fish slide, multiple geysers, and a Water Maze fountain.

A roughly 20 foot round Splash Pad will also be designed and constructed to the west of the proposed baby pool. The Splash Pad will feature a non-skid concrete finish. This system will incorporate water features and system controls from Water Odyssey. Including: Triple bit, Mushroom Maze, Roll-A-Rail, 2-G2 Cannons, and a Spin Flower as the center feature. There will be some ground features dispersed around the splash pad.

ACS will plumb the Wader Pool and Splash Pad on the same circulation system. This system will be incorporated into the existing equipment room. ACS will install an underground surge tank to maintain proper hydraulics for both systems. Filtration will be done by high rate sand filters to achieve a minimum 30 minute turnover. A Raypak Professional pool heater is included as well as an automated chemical controller with chemical feed pumps and an automated level controller.

Our proposal will include ground engineering for the soil, the landscape engineering, civil engineering, electrical engineering, mechanical engineering and structural engineering required for this turn-key project.

ACS will use exceptionally qualified sub-contractors for the landscaping, concrete flat work, and demolition and excavation of the site.

We project that this project will cost between \$365,000. This will leave approximately \$35,000 for contingency.

We look forward to working with the staff of the Town of Castle Rock to optimize the final design of the Wader Pool and Splash Pad features.

Time Line:

- Award of contract
- Issue of Contract
- Test soils- 2-3 weeks
- Start design- 2-3 weeks
- Permitting 3-6 Weeks

Starting Construction- February 1, 2016

- Site prep 3-5 days
- Demolition 1.5- 2 weeks
- Construction 7-10 weeks
- Clean up 1 week

Substantial Completion May 16, 2016