

City Council

Agenda

Tuesday, April 7, 2026
Council Chambers
749 Main Street
5:00 PM

Members of the public are welcome to attend and give comments remotely. However, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to +1 719 359 4580 or 877 853 5247 (toll free) Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the [City's website](#) to link to the meeting.

City Council considers written and oral comments equally. [Email comments to the Council](#) received after the packet is posted online and before 3pm the day of the meeting will be included in the Council addendum and provided to each Council member prior to the meeting. If you prefer to address Council in person, you may attend the meeting either in person or virtually.

1. Call to Order & Roll Call

2. Pledge of Allegiance

3. EXECUTIVE SESSION - Real Property Acquisitions and Dispositions

(Louisville Charter Section 5-2(c) and C.R.S. 24-6-402(4)(a)). The City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Discussing Real Property Acquisitions and Dispositions Concerning Properties in Louisville Only as to Appraisals and Other Value Estimates and Strategy.

Request for Executive Session
City Clerk Statement
City Attorney Statement of Authority
City Council Action on Motion for Executive Session
City Council Convenes Executive Session
Council Reconvenes in Open Meeting

4. Executive Session Report - Discussion / Direction / Action

THE FOLLOWING AGENDA ITEMS WILL START NO EARLIER THAN 6 PM

5. Approval of Agenda

6. Public Comments on Items Not on the Agenda and Items on the Consent Agenda

Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, a spokesperson may be used to state that position.

7. Consent Agenda

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

- A. Approval of Minutes
- B. Arbor Day Proclamation
- C. Resolution No. 29, Series 2026 - A Resolution Approving a Construction Contract with Lightfield Enterprises, Inc.
- D. Resolution No. 30, Series 2026 - A Resolution Approving a Contract for Geotechnical Services to A.G. Wassenaar, Inc.
- E. Resolution No. 31, Series 2026 — A Resolution Approving an Agreement with the Louisville Chamber of Commerce for Services
- F. Resolution No. 32, Series 2026 - A Resolution Approving a Land Dedication Agreement for the AdventHealth GDP Amendments
- G. Resolution No. 33, Series 2026 - A Resolution Approving Marshall Fire Permit Fee Refund Program to Remaining Rebuilds
- H. Resolution No. 34, Series 2026 — A Resolution Approving a Business Assistance Agreement with Wild Irish Incorporated for an Economic Development Project in the City of Louisville
- I. Emergency Water Main Break Repair - Budget Amendment

8. Council Informational Comments and Committee Reports

9. City Manager's Report

10. Regular Business

- A. Ordinance No. 1920, Series 2026 — An Ordinance Removing Lot 1, Block 3, Jefferson Place Subdivision from the Old Town Overlay and Adding to the Boundaries of Downtown Louisville — 1st Reading, Set Public Hearing
1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.

B. Ordinance No. 1921, Series 2026 - An Ordinance Amending the Louisville Municipal Code Concerning Temporary Short-Term Rentals -1st Reading, Set Public Hearing

1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.

C. Ordinance No. 1918, Series 2026 — An Ordinance Amending Title 15 of the Louisville Municipal Code Concerning Wildland Urban Interface — 2nd Reading, Public Hearing (advertised City of Louisville Website 03/26/2026)

The Public Hearing will be held and 2 rounds of public comment will be taken, along with Council questions and discussion. Final action may be taken on this item.

11. City Attorney's Report

12. Upcoming Agenda Items and Identification of Future Agenda Items

13. Adjourn

Upcoming Agenda Items April 21, 2026 Meeting

This list is not inclusive; items are subject to change; additional items may be added.

- BAP Program Amendment — 1st Reading
- Redtail Ridge Easement Vacation Ordinance — 1st Reading
- Grain Elevator
- 811 Walnut Downtown Overlay Ordinance — 2nd Reading
- Short-term Rental Ordinance — 2nd Reading
- Grain Elevator — Historic Preservation Grant, PUD/SRU, and TIF Rebate
- Discussion / Direction: Fleet Purchase Order Rollover from 2025
- Award Contract for 2026 Sanitary Sweer CIP Project
- Award Contract for Phase I Internal Decarbonization Project
- Grant License to Xcel for Undergrounding at 101 Cherry Street
- Award Contract for Playground Replacement at Memory Square Park
- Award Contract for Playground Replacement at Recreation Center

Resident Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting. If you are attending remotely, please use the "raise hand" icon to show you wish to speak in appropriate public comments section.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should [email the City Clerk's Office](#) or call at 303.335.4574

A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4574 o [email](#)



City Council Special Meeting Minutes

**Tuesday, March 10, 2026
Council Chambers
749 Main Street
6:00 PM**

Mayor Leh called the meeting to order at 6:00 p.m. Roll Call was taken, and the following members were present:

City Council:

**Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Council member Josh Cooperman
Council member Deborah Fahey – Remote
Council member Dietrich Hoefner - Remote
Council member Judi Kern**

Absent:

Council member Caleb Dickinson

Staff Present:

**Diana Langlely, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Vanessa Zarate, Economic Vitality Manager
Iris Belensky, Arts & Special Events Program Manager
Christina Fernandez, Deputy City Clerk**

REGULAR BUSINESS

LIFE IF LOUISVILLE PHOTOGRAPHY CONTEST AWARD PRESENTATION (00:01:30)

Mayor Leh introduced the item.

Arts & Special Events Program Manager Belensky announced and presented the photography contest awards to the recipients.

DISCUSSION / DIRECTION: SHORT TERM RENTALS (SUNDANCE) (00:10:45)

The Mayor took a moment of personal privilege to deliver the following announcements: Louisville Revitalization Meeting tomorrow at 8:00 am, discussion regarding the Front & Center Project; combined Mayor's Meeting and Parks and Rec Open House, Thursday at 5:00 pm. Mayor Leh also noted there will be a major wind event and Xcel Energy will decide if there will be a Public Safety Power Shutoff (PSPS).

City Manager informed Council Xcel stated there will not be PSP event, although they will be in Enhanced Power Safety Shutoff Mode, and there could be unplanned outages.

Mayor asked for the staff report.

Economic Vitality Manager Zarate provided the Staff Report. Asked for direction on short-term rentals.

Council posed several questions which were acknowledged and answered as part of the discussion.

Public Comment

- None

Council posed additional questions which were acknowledged and answered as part of the discussion.

Council provided their input and feedback.

Community Development Director Zuccaro provided an overview of Council's direction to require annual renewal, propose appropriate insurance amounts aligned with other communities, clarify that apartments may be rented with owner approval, and allow flexibility on the length of time, consistent with Boulder. Staff will follow the structure previously provided with the noted changes.

Deputy City Manager Fox confirmed the direction: no additional occupancy limits; allowance for apartments with owner approval; no additional parking requirements;

emphasis on regional alignment; annual proof of insurance; annual renewal; interest in a full-year policy for future discussion; and consideration of the length of time.

Council member Hoefner moved to adopt the discussion and direction and move forward; seconded by Mayor Leh.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern
Nay: None
Absent: Dickinson

Mayor Leh noted there will be an upcoming ordinance and Council will hear public comment at that time.

DISCUSSION / DIRECTION: UPCOMING AGENDA ITEMS AND IDENTIFICATION OF NEW ONES (01:16:55)

Mayor Leh introduced the item.

The City Manager Langley displayed the Upcoming Agenda Items and addressed the short-term rental license ordinance, noting first reading on April 7 and proposed second reading on April 21; presented items on the upcoming agendas; asked for questions; and noted implementation of the Marshall Fire Rebate Program and the rebates being received in the fire-rebuild areas. She added that the WUI Code and the conflagration and risk assessment would be part of the defensible space conversation, and that the Town of Superior is working to coordinate a joint meeting with their Town Council.

Mayor Leh raised the question regarding the upcoming five-year anniversary of the Marshall Fire and Superior's efforts to have a memorial.

Cultural Services Director Cummings spoke about the joint meeting with Superior and possibility of coming together in their five-year memorial, noting this was brought forward as a request from community members to investigate. Council has set aside funds for a five-year anniversary or reflection commemoration. Staff are ready to issue a community survey on options for those funds; however, with the possibility of partnering with Superior, staff would need direction from both councils before the survey is released.

City Manager Langley noted the first and second readings for the certificates of participation in the 101 South Taylor purchase.

Mayor Pro Tem Hamlington addressed concerns regarding the amount of items listed on each meeting agenda and adding items to the consent agenda.

Council posed questions which were acknowledged and answered as part of the discussion.

Council member Cooperman asked for clarification on the Resident Art Program which was acknowledged and addressed by Cultural Services Director Cummings.

ADJOURN (01:27:42)

Council member Kern moved to adjourn the meeting; seconded by Mayor Pro Tem Hamlington.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern
Nay: None
Absent: Dickinson

The meeting adjourned at 7:27 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk



City Council Special Meeting Minutes

**Tuesday, March 17, 2026
Council Chambers
749 Main Street
5:30PM**

Mayor Leh called the meeting to order at 5:31 p.m. Roll Call was taken, and the following members were present:

City Council:

**Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Council member Josh Cooperman
Council member Deborah Fahey
Council member Dietrich Hoefner
Council member Judi Kern – Arrived at 5:33**

Absent:

Council member Caleb Dickinson

Staff Present:

**Diana Langle, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Kurt Kowar, Public Works Director
Cory Peterson, Utilities Deputy Director
Christina Fernandez, Deputy City Clerk
Mindy Olkjer, Executive Assistant**

EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:01:14)

Mayor Leh introduced the item.

City Attorney Kelly introduced the agenda item and presented the request for an executive session.

Deputy City Clerk Fernandez read the statement required by the City Code.

City Attorney Kelly provided a statement outlining the authority for convening the executive session.

Mayor Leh moved to enter executive session; seconded by Council member Fahey.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern
Nay: None
Absent: Dickinson

Council entered Executive Session at 5:37 pm.

Council reconvened the Special Meeting at 6:00 pm.

EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (00:29:20)

City Attorney Kelly stated the Executive Session was for the purpose of discussing a potential real property disposition, and City Council had such discussion. As a follow-up to the Executive Session, recommend if the Council desires to accept an offer that we reviewed, Council direct the City Manager to accept the offer, conditioned upon the City Council adoption and final effectiveness of an ordinance authorizing the conveyance of the property to the purchaser; and direct the City Attorney to draft such an ordinance for Council's consideration at the march 24, 2026 City Council meeting. City Attorney Kelly reminded the Council, and for the public's knowledge, Charter Section 4-8(B) requires an ordinance to approve any transfer of fee ownership in real property owned by the city.

Mayor Leh moved to accept the offer and direct the City Attorney as stated in her report from the Executive Session; seconded by Council member Hoefner.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern
Nay: None
Absent: Dickinson

REGULAR BUSINESS

**DISCUSSION / DIRECTION: WATER AND SEWER RATES AND TAP FEES
(00:31:18)**

Mayor Leh introduced the item.

Public Works Director Kowar conducted the presentation with support from Utilities Deputy Director Peterson.

City Manager Langley asked about potential modifications for drought conditions.

Public Works Director Kowar reviewed the stages of the drought plan.

Council posed several questions which were acknowledged and answered as part of the discussion.

Public Comment

- Betty Solek

Council engaged in discussion, shared their feedback and supported the staff's analysis and conclusions.

DISCUSSION / DIRECTION: FINAL LAYOUT CONCEPT FOR THE SOUTH STREET UNDERPASS (01:48:50)

Mayor Leh introduced the item.

Public Works Director Kowar conducted the presentation. Asking council to approve the recommended option 2.59.06

Council posed several questions which were acknowledged and answered as part of the discussion.

Public Comment

- Bill Ridler, Tebo Properties

Council posed additional questions which were acknowledged and answered as part of the discussion.

Council provided their input and feedback.

Council member Hoefner moved to proceed with Option A1, with the removal of the right-in/right-out from the budgeted scope of work and a request that the property owner fund that component. If we are unable to reach a position with the property owner that provides either support or at least non-opposition for the project to move forward, then Council will pivot as needed, up to and including Option B, to ensure the preservation of grant funding. The motion was seconded by Mayor Leh.

City Manager Langley requested clarification on whether obtaining non-opposition from the property owner, by withdrawing the items noted in the letter, also implies that the owner must pay for the right-in / right-out.

Council member Hoefner confirmed the clarification was correct.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern

Nay: None

Absent: Dickinson

ADJOURN (02:34:14)

Council member Hoefner moved to adjourn the meeting; seconded by Council member Kern

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern

Nay: None

Absent: Dickinson

The meeting adjourned at 8:05 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk

City Council

Meeting Minutes

**Tuesday, March 24, 2026
Council Chambers
749 Main Street
6:00 PM**

Mayor Leh called the meeting to order at 6:00 p.m. Roll Call was taken, and the following members were present:

City Council:

**Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Council member Josh Cooperman
Council member Caleb Dickinson
Council member Deborah Fahey
Council member Dietrich Hoefner
Council member Judi Kern**

Staff Present:

**Diana Langle, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Direction
Kathleen Kelly, City Attorney
Genny Kline, City Clerk**

APPROVAL OF AGENDA (00:00:59)

Council member Kern moved to approve the agenda; seconded by Council member Fahey.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern

Nay: None

Absent: None

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE
CONSENT AGENDA (00:01:04)**

- None

APPROVAL OF CONSENT AGENDA (00:03:09)

- A. Approval of Minutes
- B. Resolution No. 21, Series 2026 — A Resolution Regarding Fire Restrictions for the City of Louisville
- C. Resolution No. 22, Series 2026 — A Resolution of City of Louisville, Colorado Expressing Its Intent to be Reimbursed for Certain Expenses Relating to the Acquisition and Construction of Certain City Facilities and Improvements
- D. Resolution No. 23, Series 2026 — A Resolution Approving an Annual Contract with Spronk Water Engineers for Water Rights Engineering Consulting
- E. Resolution No. 24, Series 2026 — A Resolution Approving a Contract with FAST Hosting Services, LLC
- F. Resolution No. 25, Series 2026 — A Resolution Approving a Purchase Contract to Buy and Sell Real Estate for the Sale of Property Located at 101 W. Cherry Street
- G. Resolution No. 26, Series 2026 — A Resolution Approving a Contract for Automated Material Handler Replacement with Bibliotheca, LLC
- H. Resolution No. 27, Series 2026 — A Resolution Approving a Contract with TischlerBise, Inc. for a Development Impact Fee and Public Use Dedication Study

Council member Hoefner moved to approve the Consent Agenda; seconded by Council member Fahey.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern

Nay: None

Absent: None

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (00:03:26)

No informational comments or committee reports were offered by Council members.

CITY MANAGER'S REPORT (00:03:44)

City Manager Langley stated she had no report this evening.

REGULAR BUSINESS

RESOLUTION NO. 28, SERIES 2026 — A RESOLUTION APPROVING THE 2026 LOUISVILLE COMPREHENSIVE PLAN (00:03:50)

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

Public Comment

- Joel Hayes
- Audrey DeBarros
- Andy Johnson
- Tamar Krantz
- Gillian Millar
- Peter Stewart
- Cathern Smith
- Lauryl Danuff
- Dustin Sogrillo
- Matt Jones
- Tom Rafferty
- Jorge Ramirez
- Bob Muckle
- Gary St. Onge
- David Pomeroy
- Joy Brook
- Cindy Bedell
- Wei Yan
- Oian Wu
- Tawnya Samaroo

Mayor Leh opened by thanking residents, boards and commissions, staff, the Planning Commission, and Council members for their engagement.

Council member Cooperman raised two proposed changes to the future land use map: changing the 96th and Dillon Northeast corner from Neighborhood Center to Mixed Employment; and changing the McCaslin and Centennial Parkway - Southwest corner, from Residential Mixed Use to Commercial; Council agreed to discuss both.

Council member Dickinson noted that the major issue is overall size and supported Cooperman's two proposed map changes, with no concerns about the remaining thirteen items.

Mayor Leh acknowledged Council member Dickinson's comment regarding size and agreed further discussion is needed.

Council member Kern raised a comment about allowing low-density residential duplexes as a primary use, and a straw poll showed agreement.

A straw poll supported changing the 96th and Dillon Northeast corner to Mixed Employment, with Council member Cooperman noting housing there would be isolated from Louisville.

The proposal to change McCaslin and Centennial Parkway frontage to Commercial while keeping adjacent areas Residential failed.

Council member Cooperman then asked whether there was interest in discussing his additional proposals.

Council member Hoefner moved to approve Resolution No. 28, Series 2026, with the two amendments regarding 96th Street and Dillon Road, and duplexes as primary land use in the R-LD land-use type designation; seconded by Mayor Pro Tem Hamlington.

Council provided their feedback and comments.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern
Nay: None
Absent: None

Council recessed briefly.

ORDINANCE NO. 1918, SERIES 2026 — AN ORDINANCE AMENDING TITLE 15 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING WILDLAND URBAN INTERFACE - 1ST READING, SET PUBLIC HEARING (02:48:08)

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

Among questions Council asked were inquiries regarding the difference between fencing allowed within 5 feet of structures and the 8-foot state requirement, including how WUI standards differ from the citywide code; decking requirements in Boulder County, and a

request for visuals comparing different building materials.

Council member Fahey moved Ordinance No. 1918, Series 2026 pass on the first reading and set the public hearing for Tuesday, April 7, 2026, at 6:00 p.m.; seconded by Council member Hoefner.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern
Nay: None
Absent: None

**ORDINANCE NO. 1919, SERIES 2026 — AN EMERGENCY ORDINANCE
AUTHORIZING THE SALE AND CONVEYANCE OF THE CITY-OWNED PROPERTY
AT 1016 MAIN STREET - PUBLIC HEARING (02:59:35)**

Mayor Leh introduced the item and opened the public hearing.

Community Development Director Zuccaro presented the staff report.

There were no questions by Council members.

Public Comments

- None

There was no discussion by Council on this item.

Public Comments

- None

Council member Kern moved to approve Ordinance No. 1919, Series 2026; seconded by Council member Fahey.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern
Nay: None
Absent: None

CITY ATTORNEY'S REPORT (03:03:16)

City Attorney Kelly indicated there was no report.

**UPCOMING AGENDA ITEMS AND IDENTIFICATION OF FUTURE AGENDA ITEMS
(03:03:21)**

There was no discussion by Council on this item.

ADJOURN (03:03:38)

Council member Hoefner moved to adjourn the meeting; seconded by Council member Kern.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Hoefner, Kern

Nay: None

Absent: None

The meeting adjourned at 9:03 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk



Arbor Day Proclamation
April 17, 2026

- WHEREAS,** The City of Louisville conducts an annual Arbor Day Celebration, employs staff dedicated to tree care, has written a tree ordinance, and spends more than two dollars per capita on tree care, the National Arbor Day Foundation recognizes the City of Louisville as a Tree City USA for the 45th consecutive year and;
- WHEREAS,** the City of Louisville received the Tree City USA Growth Award from the National Arbor Day Foundation for hiring a City Forester and completing an inventory of city trees and;
- WHEREAS,** through the work of the Parks and Public Landscapes Board, the City of Louisville has established and committed to an ongoing landscape beautification master plan involving the planting of numerous trees and shrubs and;
- WHEREAS,** through lottery proceeds the City of Louisville has established an arboretum and continues to maintain and manage through sound arboricultural practices and;
- WHEREAS,** the Parks and Public Landscapes Board and City of Louisville staff continue to educate the public on sound horticultural and forestry practices and;
- WHEREAS,** Arbor Day has been celebrated nationally since 1872.

NOW THEREFORE, we, Louisville City Council, do hereby proclaim Friday, April 17th, 2026 as Arbor Day in the city of Louisville and urge all citizens to celebrate efforts to care for our trees and woodlands and to support our city's community forestry program, and we urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

DATED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Subject: Resolution No. 29, Series 2026 - A Resolution Approving a Construction Contract with Lightfield Enterprises, Inc.

Date: April 7, 2026

Prepared By: Johnathan Williams, Civil Engineer III
Jordan Jefferies, Assistant City Engineer

Presented By: Kurt Kowar, Director

Summary:

Staff recommends approval of the 2026 Concrete Replacement contract with Lightfield Enterprises, Inc. for the base bid in the amount of \$1,032,357.00 and two contingencies. The first contingency is for Bid Alternate 1 (Main Street) and Bid Alternate 2 (E. Hecla Drive) in the amount of \$ 220,163.00 and the second contingency is for ~10% of the contract amount (\$125,000.00) for a total of \$1,377,520.00.

Background / Prior Discussions:

Staff advertised the 2026 Concrete Replacement Project on February 19, 2026. Bids were received on March 11, 2026. Bids received are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2
Lightfield Enterprises, Inc	\$1,032,357.00	\$156,900.00	\$ 63,263.00
Western Plains Construction	\$1,179,351.00	\$195,113.00	\$ 95,410.00
Chatos's Concrete, LLC	\$1,372,228.00	\$238,014.00	\$ 90,289.00
Metro Pavers Inc.	\$1,350,626.58	\$230,224.86	\$106,244.35
Triple M Construction	\$1,368,514.00	\$234,581.00	\$105,739.00
Engineers Estimate	\$1,346,048.00	\$215,255.00	\$ 86,209.50

RCD Construction and CMH Concrete also submitted bids, but their bids were non-responsive.

Staff recommends Lightfield Enterprises, Inc. as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

The Concrete Replacement Program work supports the 2026 Street Resurfacing Project by completing repairs to cracked and heaving sidewalks, replacing non-compliant ADA ramps, improving pedestrian crossings, and completing miscellaneous repairs to concrete within parks and open spaces. In addition to the concrete replacement at the

base bid locations scheduled for asphalt resurfacing, staff has included citywide miscellaneous sidewalk repairs at locations that have been reported by residents as well as miscellaneous concrete replacement at various Parks and Open Space locations. Please refer to the attached map for concrete replacement locations included in the base bid, bid alternate 1 (Main Street) and bid alternate 2 (E. Hecla Drive).

The concrete replacement contract has been updated to allow the City an option of renewing the contract for 2027 with a price escalation clause that states, "Adjustments to the labor and material prices for the extension term must be agreed to by the Owner and Contractor and shall not exceed a five percent (5%) increase per line item over the prior year."

Development Proposal:

N/A

Analysis:

Staff has included bid alternates to allow some flexibility in the budget since the bids for street resurfacing have not yet been received. It is anticipated that the base bid and bid alternates 1 and 2 can be implemented this year if the street resurfacing bid amount is less than the \$3.66 million remaining in the 2026 budget. However, until bids are opened for the 2026 paving program, it is uncertain if bid alternates 1 and 2 can be completed with the available budget. Due to this, Staff requests bid alternates 1 and 2 be awarded as a contingency pending the outcome of the street resurfacing bid result. If the street resurfacing contract is within the \$3,656,770.00 budget (including contingency) identified below, a change order will be processed to award bid alternates one and/or two.

Staff recommends approval and award of the 2026 Concrete Replacement Project contract with Lightfield Enterprises, Inc. for the base bid amount of \$1,032,357 plus a bid alternate contingency of \$220,163 plus a ~10% contingency in the amount of \$125,000 for a total authorized amount of \$1,377,520 and to authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

Council Work Plan:

This item is identified in the 2026 [Council Work Plan](#). The item aligns with the core priority of providing a safe, well-maintained, effective and efficient multimodal transportation system at a reasonable cost.

Fiscal Impact:

Budgeted?: **Yes**

The costs of the Project are accounted for in the following funds:

City Project Funding

Description	Account	Budget Amount
-------------	---------	---------------

2026 Annual Resurfacing Program	301312-660012	\$5,150,000.00
2026 Concrete Replacement Program	301312-660022	\$120,750.00
2026 Prof Serv-Conc/Sidewalk /Trl	211751-547110	\$18,000.00
2026 Parts/Repairs/Maint.-Grounds	210757-550030	\$20,500.00
Total:		\$5,309,250.00

Projected Expenses – Annual Resurfacing Program (301312-660012)

Description	Budget Amount
2026 Street Resurfacing Contract (Future Award)	(\$3,291,093.00)
2026 Street Resurfacing Contingency ~ 10% (Future Award)	(\$365,677.00)
2026 Concrete Replacement (Base, Alt 1, & Alt 2)	(\$1,103,170.00)
2026 Concrete Replacement Contingency ~ 10%	(\$125,000.00)
2026/2027 Geotech Services	(\$115,060.00)
2026 Pavement Crack Seal Contract (Future Award)	(\$150,000.00)
Total Expenses:	(\$5,150,000.00)
Remaining Funds:	\$0

Projected Expenses – Concrete Replacement Program (301312-660022)

Description	Budget Amount
2026 Concrete Replacement (Base, Alt 1, & Alt 2)	(\$116,350.00)
2026/2027 Geotechnical Services	(\$4,400.00)
Total Expenses:	(\$120,750.00)
Remaining Funds:	\$0

Projected Expenses – Prof Serv-Conc/Sidewalk/Trl (211751-547110)

Description	Budget Amount
2026 Concrete Replacement (Base, Alt 1, & Alt 2)	(\$18,000.00)
Total Expenses:	(\$18,000.00)
Remaining Funds:	\$0

Projected Expenses – Parts/Repairs/Maint-Grounds (210757-550030)

Description	Budget Amount
2026 Concrete Replacement (Base, Alt 1, & Alt 2)	(\$15,000.00)
Total Expenses:	(\$15,000.00)
Remaining Funds:	\$5,500

Alternatives:

Council may choose not to approve the contract, choose to only approve the base bid, or to approve the base bid, bid alternate 1, and/or bid alternate 2.

If Council chooses not to award the base bid contract, then award would not occur and the 2026 Paving Program would effectively be canceled. It is good practice to replace the concrete in advance of paving so that ADA ramps are compliant and that curbs, gutters, and sidewalks are in good condition. Paving in advance of the concrete repairs is not logical.

If Council chooses to approve the base bid, bid alternate 1 and bid alternate 2, then Staff could determine the preferred plan once asphalt bids are received and consider a change order for the contingency amounts as necessary.

Recommendation:

Staff recommends award of the 2026 Concrete Maintenance Contract Base Bid with a contingency for bid alternates 1 and 2, and a second contingency in the amount of 10% of the contract amount.

Attachments:

1. Resolution No. 29, Series 2026
2. Lightfield Enterprises Agreement-Signed
3. General and Project Special Provisions
4. Project Location Map

**RESOLUTION NO. 29
SERIES 2026**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH LIGHTFIELD
ENTERPRISES, INC.**

WHEREAS, a Construction Contract has been proposed between the City and Lightfield Enterprises, Inc. for the City's Concrete Replacement Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Construction Contract between the City and Lightfield Enterprises, Inc. for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Contract on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

Section 3. The City Council hereby approves contingency in the amount of \$220,163.00 for Bid Alternate 1 (Main Street) and Bid Alternate 2 (E. Hecla Drive) and an additional 10% contingency for the Project in the amount of \$125,000.00 for a total authorized amount of \$1,377,520.00 for the Project. The City's Project Manager for the Contract may approve change orders deemed necessary for the Project, subject to the cost limits set forth in this Resolution.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Agreement

THIS AGREEMENT is made and entered into this ___ day of _____ in the year 2026 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Lightfield Enterprises, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 301312-660022

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **47 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.
- 2.3. **OPTIONAL RENEWAL TERM.** The OWNER and the CONTRACTOR may agree to extend the term of this CONTRACT in one (1) year increments for up to One (1) additional year by mutual written

agreement. Any such agreement to extend the term of the Agreement shall be by a Change Order executed by OWNER and CONTRACTOR. Adjustments to the labor and material prices for the extension term must be agreed to by the OWNER and CONTRACTOR and shall not exceed a five percent (5%) increase per line item over the prior year. Any such approved price adjustment shall be set forth in the Change Order.

Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **One Million Thirty Two Thousand Three Hundred Fifty Seven dollars (\$ 1,032,357.00)** set forth in the Bid Form of the CONTRACTOR dated March 11, 2026.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2. CONTRACTOR has inspected the site 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.
- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Invitation to Bid.
- 6.2. Instruction to Bidders.
- 6.3. Bid Form.
- 6.4. This Agreement.
- 6.5. General Conditions.
- 6.6. Supplementary Conditions.
- 6.7. General Requirements.
- 6.8. Technical Specifications.
- 6.9. Drawings with each sheet bearing the title: **2026 Concrete Replacement Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. 1 to 5 exclusive
 - 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
 - 6.10.3. Schedule of Subcontractors
 - 6.10.4. Anti-Collusion Affidavit
 - 6.10.5. Certification of EEO Compliance
 - 6.10.6. Notice of Award
 - 6.10.7. Performance Bond
 - 6.10.8. Labor and Material Payment Bond
 - 6.10.9. Certificates of Insurance
 - 6.10.10. Notice to Proceed
 - 6.10.11. Contractor's Proposal Request
 - 6.10.12. Contractor's Overtime Request
 - 6.10.13. Field Order
 - 6.10.14. Work Change Directive
 - 6.10.15. Change Order
 - 6.10.16. Application for Payment
 - 6.10.17. Certificate of Substantial Completion
 - 6.10.18. Claim Release
 - 6.10.19. Final Inspection Report
 - 6.10.20. Certificate of Final Completion
 - 6.10.21. Guarantee Period Inspection Report
- 6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
 1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2026.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

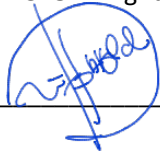
Attest: _____
Genny Kline, City Clerk

Address for giving notices:

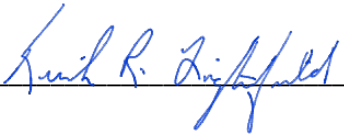
749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: Lightfield Enterprises Inc.

By: _____


(CORPORATE SEAL)

Attest: _____


Address for giving notices:

2600 Midpoint Drive
Fort Collins, CO 80525

General Conditions

Article 1. Definitions

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.0 Abnormal Weather** - Snowfall, rainfall, freezing temperatures, or wind conditions, in excess of those encountered in the project area of Boulder County during the past 10 years that necessitates cessation of Work and causes consequence to the project.
- 1.1 Addenda** - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.
- 1.2 Agreement** - The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 Application for Payment** - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bidding Documents** - The advertisement or invitation to Bid, instructions to Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7 Bidding Requirements** - The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- 1.8 Bonds** - Performance and Payment bonds and other instruments of security.
- 1.9 Change Order** - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.10 Contract Day** - A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER-observed holidays and Abnormal Weather days.

- 1.11 Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.
- 1.12 Contract Price** - The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).
- 1.13 Contract Times** - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.
- 1.14 CONTRACTOR** - The person, firm, or corporation with whom OWNER has entered into the Agreement.
- 1.15 Defective** - An adjective which when modifying the work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).
- 1.16 Drawings** - The drawings that show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.17 Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.18 ENGINEER** - The word "ENGINEER" refers to the City of Louisville, Director of Public Works or his authorized representative, designated by the OWNER as its Engineering representative.
- 1.19 OWNER's Consultant** - A person, firm, or corporation having a contract with OWNER to furnish services as OWNER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
- 1.20 Field Order** - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.
- 1.21 General Requirements** - Sections of Division 1 of the Specifications.

- 1.22 Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.23 Laws and Regulation: Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.24 Liens** - Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.25 Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.26 Notice of Award** - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.27 Notice to Proceed** - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.28 OWNER** - The public body or authority, corporation, association, firm, or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 1.29 Partial Utilization** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.30 PCBs** - Polychlorinated biphenyls.
- 1.31 Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.32 Plans** - The term plans as used in these Contract Documents shall have the same meaning as Drawings.
- 1.33 Product** - Includes materials, equipment, and systems.
- 1.34 Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.35 Provide** - Furnish and install specified materials and equipment unless the context requires otherwise.
- 1.36 Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.37 Resident Project Representative** - The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

- 1.38 Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.39 Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
- 1.40 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.41 Subcontractor** - An individual, firm, or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.42 Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 1.43 Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.
- 1.44 Supplier** - A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Underground Facilities** - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 1.46 Unit Price Work** - Work to be paid for on the basis of unit prices.
- 1.47 Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.48 Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract

Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

- 1.49 Written Amendment** - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

Article 2. Preliminary Matters

Delivery of Bonds

- 2.1 When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents

- 2.2 OWNER shall furnish to CONTRACTOR up to four copies of the contract documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed

- 2.3 The Contract Times will commence to run on the day indicated in the Notice to Proceed. Timing and completion of the **2026 Concrete Replacement Project** is based on **62** contract days, assuming a notice to proceed issued on May 6, 2026, and inclusion of Bid Alternate 1 and 2 with the award. Contract time will be reduced by 10 working days if Bid Alternate 1 is not included in the contract award, and by 5 working days if Bid Alternate 2 is not included in the contract award. The OWNER has set the proposed project schedule and plans to implement the following schedule for this project. The CONTRACTOR shall be required to start construction on or before the start date listed below:

Proposed Project Schedule

Advertise- Post on Bid Net.....	February 19, 2026
Pre-Bid Conference	February 25, 2026
Bid Opening.....	March 11, 2026
Contract Award by City Council	April 7, 2026
Notice of Award Issued	April 8, 2026
Neighborhood Meeting Notice Sent.....	April 23, 2026
Bonds & Insurance Certificates due.....	April 22, 2026
Contract Agreement Executed.....	April 22, 2026
Pre-Construction Conference	April 23, 2026
Neighborhood Meeting	May 4, 2026
Door Hanger Delivery (First Phase).....	April 29, 2026
Notice to Proceed	May 6, 2026

Contract Time Commences to run May 6, 2026
Substantial Completion..... August 5, 2026

Starting the Work

- 2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction

- 2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.
- 2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
- 2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestone specified in the Contract Documents;
- 2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

Preconstruction Conference

- 2.7 Before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittal(s), processing Applications for Payment, and maintaining required records.

Initially Acceptable Schedules

- 2.8 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review the Application for Payment for acceptability to ENGINEER. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore. CONTRACTOR's schedule of Shop

Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals.

Article 3. Contract Documents: Intent, Amending, Reuse

Intent

- 3.1 The Contract Documents comprise the entire agreement OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

Reference to Standards & Specifications of Technical Societies; Reporting and Resolving Discrepancies

3.3

- 3.3.1. Reference to standards, specifications, manuals, or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the ENGINEER, the CONTRACTOR shall proceed with other parts of the Work not affected by the conflict, error, ambiguity, or discrepancy.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents

3.5 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 a formal Written Amendment,

3.5.2 a Change Order (pursuant to paragraph 10.4), or

3.5.3 a Work Change Directive (pursuant to paragraph 10.1).

3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.6.1 a Field Order (pursuant to paragraph 9.5),
- 3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents

- 3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

Article 4. Availability of Lands; Subsurface and Physical Conditions, Reference Points

Availability of Lands

- 4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Subsurface and Physical Conditions

- 4.2 BIDDERS are responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties, which may be encountered. BIDDERS may not rely on oral or written representations made by the OWNER, including reports and drawings identified pursuant to 4.2.1 and subparagraphs thereof, unless the OWNER has guaranteed in writing that such representation is factually accurate, and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDERS shall inspect the site and its surroundings and conduct such supplementary examinations, investigations, and tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection, the BIDDER

waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work, or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the Contract Price or in the Contract Time will be allowed by change order as provided in Article 11 or Article 12 respectively. By submitting a Bid, the BIDDER represents that the BIDDER's observations at the site are not inconsistent with the requirements of the proposed Contract Documents, unless otherwise noted by the BIDDER.

Reports and Drawings

4.2.1 Reference is made to the Supplementary Conditions for identification of:

The following reports of explorations and tests of subsurface conditions at the site of the Work:

Subsurface Conditions

4.2.1.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

Report dated **N/A**, prepared by **N/A** entitled: **N/A**. The technical data contained in such report upon which CONTRACTOR may rely is **N/A**.

Copies of these reports that are not included with Bidding Documents may be examined at ENGINEER's office during regular business hours. Please call for appointment. Copies of such reports are not available for distribution. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in GC-4.2 and as identified and established above are incorporated therein by reference.

Physical Conditions

4.2.1.2 Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

Limited Reliance by CONTRACTOR authorized; Technical Data

4.2.2 Reports and drawings identified pursuant to paragraph 4.2 are not Contract Documents. Unless otherwise set forth in the Contract Documents or OWNER has otherwise guaranteed in writing that such representation is factually accurate, CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to the accuracy of any "technical data" contained in reports and drawings and CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to:

- 4.2.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
 - 4.2.2.2 other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or
 - 4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.2.3 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:
- 4.2.3.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or
 - 4.2.3.2 the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTORs making such final commitment.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Physical Conditions - Underground Facilities

4.3

Shown or Indicated

- 4.3.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others.
 - 4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract

Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

Not Shown or Indicated

4.3.2 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points

4.4 OWNER shall provide engineering surveys to establish baseline and benchmarks for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

OWNER shall provide survey reference points, construction stakes, lines and grades required for the completion of the work specified in the specifications, on the plans, or in the Special Conditions. Additional staking requested by the Contractor will be at the CONTRACTOR's expense. When the CONTRACTOR requires staking, he shall notify the OWNER of his requirements in writing a reasonable length of time in advance of starting work that require construction staking. Under no circumstances shall a notice of less than 2 contract days be considered a reasonable length of time. Failure of the CONTRACTOR to provide 2 contract days written notice to the OWNER of his staking requests shall relieve the OWNER from any responsibility for additional costs or delays caused by such failure. The CONTRACTOR shall carefully preserve stakes set by the OWNER. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes. The charge for replacement and restoration of stakes will be deducted from any moneys due or to become due the CONTRACTOR.

Asbestos, PCBs Petroleum, Hazardous Waste, or Radioactive Material

4.5

- 4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers, or anyone else for whom CONTRACTOR is responsible.
- 4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided Articles 11 and 12.
- 4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.
- 4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site.

Article 5. Bonds and Insurance

Performance, Payment, and Other Bonds

- 5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The CONTRACTOR shall furnish the performance and payment bond in the form provided in the Contract Documents or approved by the OWNER; the earlier of ten (10) days after the OWNER has issued the notice of award or delivery of the executed Agreement. The OWNER reserves the right to exclude any Surety Company on any ground it deems appropriate. The cost of the bonds shall be included in the bid.
- 5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

Licensed Sureties and Insurers; Certificates of Insurance

5.3

- 5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies acceptable to OWNER that are duly licensed to transact business in the State of Colorado and to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.
- 5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain accordance with paragraph 5.4. The certificates shall be reviewed and approved by OWNER prior to execution of the Agreement. The OWNER shall have the right to request and obtain copies of any insurance policies required under paragraph 5.4 of the General Conditions. The completed certificates of insurance shall be sent to: City of Louisville, 749 Main Street, Louisville, Colorado 80027, ATTN: City Engineer.

CONTRACTOR's Liability Insurance

- 5.4
- (a) The 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 the CONTRACTOR pursuant to paragraphs 6.12, 6.16, 6.31, 6.32 and 6.33, and 6.5 in addition to any other insurance requirements imposed by the Contract Documents or by law. The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to paragraphs 6.12, 6.16, 6.31, and 6.33 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
 - (b) CONTRACTOR shall procure and maintain, and shall cause any Subcontractor or Supplier of the CONTRACTOR to procure and maintain or insure the activity of his Subcontractors and Suppliers in his own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained from the date of commencement of the Work to cover all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to paragraphs 6.31 and 6.33. 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) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - (2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) 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, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
 - (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
 - (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface

runoff or storm water, high winds, and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

- (c) The policy required by paragraph (2) above, by paragraph (3) and by (4) above shall be endorsed to include the OWNER, the ENGINEER and its consultants, and each of their officers, agents, and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the OWNER, its officers, or its employees, shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The CONTRACTOR shall be solely responsible for any deductible losses under any policy required above.
- (d) The certificate of insurance provided to OWNER shall be completed by the CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the contract.
- (e) Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the OWNER may immediately terminate this contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the OWNER shall be repaid by CONTRACTOR to the OWNER upon demand, or the OWNER may offset the cost of the premiums against any monies due to CONTRACTOR from the Owner.
- (f) The OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that the OWNER, the City of Louisville, is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City of Louisville, its officers, or its employees.

OWNER's Liability Insurance

- 5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

- 5.6 The OWNER shall be responsible for maintaining its own property insurance and, at its option, may maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

Article 6. CONTRACTOR's Responsibilities

Supervision and Superintendence

- 6.1 CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

- 6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Saturdays, Sundays, OWNER-observed holidays, or at night. Should the CONTRACTOR desire to work on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m. on **Contract Days** the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m., the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges. Overtime and other incidental administrative expenses for Engineer and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	\$60.00
Construction Inspector	\$45.00
Operations Supervisor	\$45.00
Maintenance Worker	\$30.00
Clerical	\$25.00
Vehicle	\$15.00

- 6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule

- 6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.8 as it may be adjusted from time to time as provided below:
- 6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
- 6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

Substitutes and "Or-Equal" Items

- 6.7
- 6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:
- "Or-Equal"**
- 6.7.1.1 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without

compliance with some or all of the requirements for acceptance of proposed substitute items.

Substitute Items

6.7.1.2 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

CONTRACTOR's Expense

6.7.1.3 All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

Substitute Construction Methods or Procedures

- 6.7.2 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

ENGINEER's Evaluation

- 6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed, or utilized without ENGINEER's prior written acceptance, which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers, and Others

6.8

- 6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.
- 6.8.2 The Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER with the Bid in the Bid Form prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

- 6.8.3 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written consent of the Engineer. The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to not less than 50 percent of the total contract cost.

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item shall be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the prime contract or subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

- 6.8.4 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors. Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.8.5 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.10 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and, conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

Patent Fees and Royalties

- 6.11 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Permits

- 6.12 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.
- 6.12.1 Prior to the commencement date for the Work set forth in the Notice to Proceed, The CONTRACTOR, and all subcontractors shall be or shall become a CONTRACTOR licensed in accordance with the applicable ordinance of the City of Louisville, Colorado.
- 6.12.2 If water is required for the project, CONTRACTOR shall obtain a bulk water permit from the City of Louisville, Public Works Department in accordance with the permit requirements.
- 6.12.3 CONTRACTOR shall obtain a Right-of-Way Permit from the City of Louisville, Public Works Department for all Work to be completed within the City right-of-way.
- 6.12.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations

6.13

- 6.13.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- 6.13.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes

- 6.14 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work. City of Louisville municipal taxes shall be waived upon application for and acceptance of "tax exemption".

The CONTRACTOR shall apply for and receive a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the CONTRACTOR shall neither pay nor include in his bid prices Sales and Use Taxes collected by the State of Colorado on those building and construction materials physically incorporated into the Work. Sales and Use Taxes of the State of Colorado, RTD, and the County are collected by the State of Colorado. All applicable Sales and Use Taxes (including State collected taxes) on any items other than construction and building materials physically incorporated into the Work are to be paid by the Contractor and are to be included in the appropriate bid items. CONTRACTOR and any Subcontractor assume all liability for the nonpayment of taxes, or the payment of exempt taxes resulting from a failure to use the Certificate of Exemption required by this paragraph.

Use of Premises

- 6.15 CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses,

and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

- 6.16 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.17 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents

- 6.18 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection

- 6.19 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- 6.19.1 all persons on the Work site or who may be affected by the Work;
 - 6.19.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 6.19.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, fences, gates, ditches, utilities, and underground facilities not designated for removal, relocation, or replacement in and during the course of construction.
 - 6.19.4 The CONTRACTOR shall take all measures necessary to mitigate the impact of weather so that the project may continue on schedule. In no event shall OWNER be liable for extra costs incurred on materials and any part of the Work due to CONTRACTOR's failing to take all measures necessary protect the Work from weather and CONTRACTOR shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the CONTRACTOR is able, notwithstanding the weather, to proceed with other Work of the Contract.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other person or organization directly or employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative

- 6.20 CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs

- 6.21 CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies

- 6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change directive or Change order will be issued to document the consequences of such action.

Shop Drawings and Samples

6.23

- 6.23.1 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at ENGINEER's option, one reproducible copy) of all shop drawings, which shall have been checked and approved by the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

- 6.23.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.24. The numbers of each Sample to be submitted will be as specified in the Specifications.

Submittal Procedures

6.24

- 6.24.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
- 6.24.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - 6.24.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work, and
 - 6.24.1.3 all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- 6.24.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.
- 6.24.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.
- 6.25 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.8. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is

specifically and expressly called for by the Contract documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

- 6.26 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.24.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.24.1.
- 6.27 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.8, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work

- 6.28 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

CONTRACTOR's General Warranty and Guarantee

6.29

- 6.29.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be **defective**. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.29.1.1 abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers; or

6.29.1.2 normal wear and tear under normal usage.

- 6.29.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents:

6.29.2.1 observations by ENGINEER;

- 6.29.2.2 recommendation of any progress or final payment by ENGINEER;
 - 6.29.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
 - 6.29.2.4 use or occupancy of the Work or any part thereof by OWNER;
 - 6.29.2.5 any acceptance by OWNER or any failure to do so;
 - 6.29.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;
 - 6.29.2.7 any inspection, test, or approval by others; or
 - 6.29.2.8 any correction of **defective** Work by OWNER.
- 6.29.3 The CONTRACTOR warrants that, unless otherwise specified in the Contract Documents, the materials and equipment installed in the Work will be new, merchantable, and fit for the purpose for which they are intended, and that the Work will be performed in a workmanlike manner. The CONTRACTOR also warrants the workers who perform the Work will be sufficiently skilled to produce a high quality product which is free of blemishes (surface defects) and flaws (internal defects).
- The CONTRACTOR is under a continuing duty to warn the OWNER and ENGINEER of any possible defect in the design of the Work and materials incorporated in the Work and against potentially unsafe uses of products incorporated in the Work which may cause personal injury or property damage as soon as the CONTRACTOR discovers the possible defect or has notice that the product may be unsafe. The CONTRACTOR's duty under this paragraph shall be continuing and shall not expire when the OWNER accepts the Work or when the CONTRACTOR's guarantee expires. If the CONTRACTOR fails to warn the Owner of a design or product defect of which the CONTRACTOR is aware, and if personal or property damage thereafter results from such design or product defect, the CONTRACTOR shall be liable jointly and severally with any other party responsible at law for all damages resulting from such defect.

Indemnification

6.30

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), ENGINEER, ENGINEER's consultants, and their officers, employees, agents, and insurers, from and against all liability, claims, and demands, 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, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the CONTRACTOR, any Subcontractor of the CONTRACTOR, or any

officer, employee, representative, or agent of the CONTRACTOR or of any Subcontractor of the CONTRACTOR, or which arise out of any workers' compensation claim of any employee of the CONTRACTOR or of any employee of any subcontractor of the CONTRACTOR. The CONTRACTOR agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the CONTRACTOR. The CONTRACTOR also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

- 6.31 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Survival of Obligations

- 6.32 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work and termination or completion of the Agreement.

Article 7. Other Work

Related Work at Site

- 7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.
- 7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this

paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

- 7.3 If the proper execution or results of any part of CONTRACTOR's work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination

- 7.4 Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

Should CONTRACTOR cause damage to the Work or property of any separate CONTRACTOR at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws, and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or ENGINEER or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or ENGINEER on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER and ENGINEER for any delay, disruption, interference, or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or ENGINEER for activities that are their respective responsibilities.

Article 8. Owner's Responsibilities

- 8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

- 8.3 OWNER shall furnish the data required of OWNER under the Contract documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.
- 8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.
- 8.5 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.6 OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.4.
- 8.7 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.
- 8.8 The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.9 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.
- 8.10 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

Article 9. Engineer's Status During Construction

OWNER's Representative

- 9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site

- 9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and onsite observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. ENGINEER's visits and onsite observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of ENGINEER's onsite visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative

- 9.3 ENGINEER will furnish a Resident Project Representative, assistants, and other field staff to assist ENGINEER in observing the performance of the Work of the CONTRACTOR. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

- 9.3.1 Resident Project Representative is ENGINEER's Agent and will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. His dealings in matters pertaining to the onsite Work will in general be with ENGINEER and CONTRACTOR keeping the ENGINEER advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR.

Duties and Responsibilities

Resident Project Representative will:

Schedules

Review the progress schedule, schedule of Shop Drawing submittal, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences, and other project-related meetings.

Liaison

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with

CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations.

Assist in obtaining from ENGINEER additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples.

Receive samples, which are furnished at the site by CONTRACTOR for ENGINEER's review, and notify ENGINEER of their availability for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections, and Tests

Conduct onsite observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

Interpretation of Contract Documents

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and Transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER.

Modifications

Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with his recommendations to ENGINEER. Transmit to CONTRACTOR decisions issued by ENGINEER.

Records

Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of equipment and materials.

Reports

Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittal.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER upon the occurrence of any accident.

Payment Requests

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with his recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

Certificates, Maintenance, and Operations Manuals

During the Course of Work verify that certifications, maintenance, and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment of the Work.

Completion

Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction or completion.

Conduct final inspection in the company of ENGINEER and CONTRACTOR and prepare a final list of items to be corrected or completed.

Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER concerning acceptance.

Limitation of Authority

Resident Project Representative shall not:

Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER.

Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.

Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures for construction unless such is specifically called for in the Contract Documents.

Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.

Authorize OWNER to occupy the Work in whole or in part.

Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Clarifications and Interpretations

- 9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work

- 9.5 ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work

- 9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be **defective**, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in paragraph 13.9, whether or not the work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments

- 9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.
- 9.8 In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- 9.9 In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices

- 9.10 ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

Decisions on Disputes

- 9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with

this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR.

- 9.12 When functioning under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations.

Limitations on ENGINEER's Authority and Responsibilities

9.13

- 9.13.1 Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.
- 9.13.2 ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative, and Assistants.

Article 10. Changes in the Work

- 10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work. A Written Amendment, a Change Order, or a Work Change Directive will authorize such additions, deletions, or revisions. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.
- 10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.
- 10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:
- 10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1., (ii) required because of acceptance of **defective** Work under paragraph 13.13 or correcting **defective** Work under paragraph 13.14, or (iii) agreed to by the parties;
 - 10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 10.4.3 changes in the Contract Price or Contract Times, which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11.
- 10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

Article 11. Change of Contract Price

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise to the claim and stating the

general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. ENGINEER shall determine all claims for adjustment in the Contract Price in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive);

11.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Certified payroll record costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications shall be submitted to the ENGINEER with the claim. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

- 11.4.2 Invoices for cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith shall be submitted to the ENGINEER with the claim. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment shall be in accordance with the State Department of Highways, Division of Highways, and State of Colorado Standard Specifications for Road and Bridge Construction 2005 Edition. If the materials used in performing the extra Work are taken from the CONTRACTOR's stock, then in lieu of invoices the CONTRACTOR shall furnish an affidavit, certifying that such materials were taken from its stock, that the quantity claimed was actually used in the Work, and that the price and transportation claimed represent the actual cost to the CONTRACTOR shall be submitted to the ENGINEER with the claim.
- 11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
- 11.4.5 Supplemental costs including the following:
- 11.4.5.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - 11.4.5.3 Rentals rates of all construction equipment and machinery and the parts thereof which has been authorized by the ENGINEER, the CONTRACTOR will be paid for the use of equipment in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book for Construction Equipment and will be determined as follows:

Hourly rate: $RR = (ADJ\ BB/176)(RF)(SAF) + EOC$

Where:

RR	=	Hourly rental rate
ADJ BB/176	=	Blue Book Monthly Rate adjusted for year of manufacture/176
RF	=	Regional Factor of 1.06
SAF	=	State Adjustment Factor of 1.05
EOC	=	Estimated Hourly Operating Costs from Blue Book

With each claim, the CONTRACTOR shall submit the rental rate calculations including copies of the appropriate pages of the Blue Book for each piece of equipment listed in the claim.

Rental of equipment not owned by the CONTRACTOR will be paid for by invoice cost plus operating cost (EOC). Copies of the applicable pages of the Rental Rate Blue Book for Construction Equipment shall be submitted to the ENGINEER with the claim.

The costs of transportation, loading, unloading, installation, dismantling, and removal thereof all in accordance with the terms of said rental agreements. If equipment is used intermittently and when not in use could be returned to its rental source at less expense to the OWNER than holding it at the Work site, it shall be returned unless the CONTRACTOR elects to keep it at the Work site at no expense to the OWNER. The rental of any such equipment, machinery, or parts shall cease when the use of the equipment is no longer necessary for the Work. No payment will be made for the use of tools, which have a replacement value of \$200.00 or less. Operators will be paid for separately as provided in paragraph 11.4.1. Certified invoices for rental cost of all construction equipment and machinery incorporated in the Work shall be submitted to the ENGINEER with the claim.

- 11.4.5.4 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- 11.4.5.6 Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work, (except losses and damages within the

deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4: all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of **defective** Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

- 11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 11.6.1 a mutually acceptable fixed fee; or
 - 11.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the work:
 - 11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;
 - 11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;
 - 11.6.2.3 where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3, and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - 11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;
 - 11.6.2.5 the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - 11.6.2.6 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.
- 11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances

- 11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

- 11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
- 11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work

11.9

- 11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.
- 11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the contract Price in accordance with Article 11 if:
 - 11.9.3.1 the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and
 - 11.9.3.3 if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense of, OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
- 11.9.4 In no event shall a claim be made or an adjustment of Unit Price allowed if a variation in actual quantities used does not equal or exceed 25 percent (25%) of the total Bid Price.

Article 12. Change of Contract Times

- 12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.
- 12.2 Liquidated damages. The OWNER and the CONTRACTOR agree and recognize that time is of the essence for every time period set forth in the Contract Documents and that the OWNER will suffer financial loss if the Work is not substantially complete within the time set forth in the Contract Documents, plus any extensions thereof allowed in accordance with this Article 12 of the General Conditions. If the CONTRACTOR fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to Article 12, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay OWNER in the amount stipulated below for each and every contract day that expires after the time set forth in the Contract Documents for Substantial Completion of the Work until the same is finally complete and ready for Final Payment. The OWNER shall have the right to deduct liquidated damages from any amount due or that may become due to the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or the Surety. The OWNER has the option to enforce liquidated damages or to waive such damages. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance. Liquidated damages are intended only to compensate the OWNER for additional OWNER personnel efforts in administering the Contract after normally scheduled completion dates, and for City governmental and citizen inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this contract, the CONTRACTOR agrees that the liquidated damages specified in the Contract Documents are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the OWNER for extra costs which the OWNER may become obligated to pay on other contracts which are delayed or extended because of CONTRACTOR's failure to complete the Work within the time periods set forth in the Contract Documents. Liquidated damages are not intended to include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the Owner from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance. In order to recover liquidated damages, OWNER is under no obligation to prove the actual damages sustained by OWNER due to the CONTRACTOR's delay in performance. In no event shall the CONTRACTOR be assessed liquidated damages if the contract is suspended or terminated for events beyond the control of the CONTRACTOR for which a time extension beyond the original schedule of performance could be granted under 12.3.

The parties agree that liquidated damages shall be in the amount set forth in Article 2 of the Agreement.

- 12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- 12.4 The CONTRACTOR specifically waives any and all claims against the OWNER for damages resulting from any hindrance or delay caused by circumstances beyond the control of CONTRACTOR that prevents completing any part of the Work within the Contract Times (or Milestones), whether or not caused by the OWNER. The CONTRACTOR may instead be granted an extension of the Contract Times for which the OWNER will not claim liquidated damages, provided that the hindrance or delay is beyond the control of the CONTRACTOR. An extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Contractor, or delays beyond the control of CONTRACTOR whether or not caused by the OWNER.

Article 13. Tests and Inspections; Correction, Removal, or Acceptance of Defective Work

Notice of Defects

- 13.1 Prompt notice of all **defective** Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All **defective** Work may be rejected, corrected, or accepted as provided in this Article 13.

Access to Work

- 13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections

- 13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- 13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- 13.4.1 for inspections, tests, or approvals covered by paragraph 13.5 below:
 - 13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and
 - 13.4.3 as otherwise specifically provided in the Contract Documents.
 - 13.4.4 Any and all retesting of soil necessitated by the CONTRACTOR's operations or inability to obtain specified density test results on the first attempt shall be the sole responsibility and costs of the CONTRACTOR to achieve required passing test results. Retesting required because of non-conformance to specified requirements shall be performed by the independent firm employed by the OWNER. Payment for retesting will be charged to the CONTRACTOR by deducting inspection, testing and administrative charges from the Contract Price.
- 13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- 13.6 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.
- 13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work

- 13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- 13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is **defective**, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease

in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11.

OWNER May Stop the Work

- 13.10 If the Work is **defective**, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work

- 13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all **defective** Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not **defective**. CONTRACTOR shall pay all claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

Correction Period

13.12

- 13.12.1 If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall within seven calendar days after receiving notice from OWNER, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or if its has been rejected by OWNER, remove it from the site and replace it with WORK that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not within seven calendar days after receiving notice from OWNER comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.
- 13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- 13.12.3 Where **defective** Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional

period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work

- 13.13 If, instead of requiring correction or removal and replacement of **defective** Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall play all claims, costs, losses, and damages attributable to OWNER's evaluation of and determination to accept such **defective** Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, CONTRACTOR will pay an appropriate amount to OWNER.

OWNER May Correct Defective Work

- 13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct **defective** Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses, and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's **defective** Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

Article 14. Payments to Contractor and Completion

Schedule of Values

- 14.1 Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment

- 14.2 At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, claims, security interests, or encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. With each application for payment the CONTRACTOR shall submit a notarized waiver(s) of claim signed by the CONTRACTOR acceptable in form to the ENGINEER. The waiver of claim for payment for the work of the CONTRACTOR shall equal the amount of the previous payment distributed to the CONTRACTOR for work of the CONTRACTOR and the amount of the total previous payment distributed to the CONTRACTOR.

CONTRACTOR's Warranty of Title

- 14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment

- 14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.
- 14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's onsite observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:
- 14.5.1 the Work has progressed to the point indicated,
 - 14.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for

Unit Price Work under paragraph 9.10 and to any other qualifications stated in the recommendation), and

- 14.5.3 the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous onsite inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

- 14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

- 14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- 14.7.1 the Work is **defective**, or completed Work has been damaged requiring correction or replacement,

- 14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

- 14.7.3 OWNER has been required to correct **defective** Work or complete Work in accordance with paragraph 13.14, or

- 14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.3 inclusive.

In addition to the retainages set forth in the Contract Documents, the Owner may retain one hundred percent (100%) of all progress payments for any unsatisfactory performance of the Work and any payment recommended by the ENGINEER, including without limitation:

Defective work or failure to repair or replace defective work;

Claims filed against the CONTRACTOR, or reasonable evidence indicating probable filing of such claims;

Failure of the CONTRACTOR to make adequate or proper payments to subcontractors or suppliers for materials, equipment or labor;

Failure to obtain necessary permits or licenses, or to comply with applicable laws, ordinances, codes, or regulations, unless such noncompliance is due to reasons beyond the control of the CONTRACTOR, or due to act of the OWNER or and ENGINEER hired by the OWNER, or agents or employees thereof;

Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price then unpaid;

Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

Persistent failure to carry out the Work in accordance with the Contract Documents;

As a set off for amounts due the Owner on other items;

Collusion with other bidders in preparing the bid;

Actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.3, inclusive.

When the above reasons for withholding payment are removed and corrected to the OWNER's satisfaction, OWNER shall make payment to the CONTRACTOR of the sums withheld pursuant to this paragraph, subject to the amounts required to be retained by the Contract Documents.

Progress Payments to Suppliers and Subcontractors. The CONTRACTOR shall make partial payments of the amount due to each of the CONTRACTOR's suppliers and subcontractors in the same manner as the OWNER is required to pay the CONTRACTOR under Article 4 of the Agreement and Article 14 of the General Conditions, provided that the suppliers and subcontractors are performing to the CONTRACTOR's satisfaction. If the OWNER is notified that the CONTRACTOR is in arrears in payments to the CONTRACTOR's suppliers or subcontractors, the OWNER shall notify the CONTRACTOR and determine why such funds are being withheld. If the OWNER determines that no legitimate basis exists for the CONTRACTOR's withholding of such payments, the OWNER may, five (5) days after the mailing of written notice to the CONTRACTOR, make such payments directly to the CONTRACTOR's suppliers or subcontractors from funds which otherwise would be due the CONTRACTOR.

Substantial Completion

- 14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written

objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- 14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

- 14.10 Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents or (ii) OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- 14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Final Inspection

- 14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or **defective**. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment

- 14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents. CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence satisfactory to the OWNER of the continuation of completed operations insurance and any insurance coverage written on a claims-made basis at final payment and one year thereafter; (ii) the consent of surety to final payment and that the performance bond shall remain in effect throughout the guarantee period; (iii) complete and legally effective claim releases signed by all suppliers and subcontractors in the form provided in the Contract Documents certifying that all outstanding claims for payment have been paid. The CONTRACTOR shall not receive final payment due under the Agreement until the CONTRACTOR obtains and files the foregoing items (i), (ii), and (iii).

- 14.12.1 LIENS. Colorado Statutes do not provide for any right of lien against public buildings. In lieu thereof, §38-26-107, Colorado Revised Statutes, as amended, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a CONTRACTOR until all such creditors have been put on notice by publication of such pending payment and given opportunity to stop payment to the CONTRACTOR in the amount of such claims. Pursuant to §38-26-107, C.R.S., any supplier may bring a suit and file a notice of lis pendens against the OWNER within ninety (90) days after the date set for final settlement. If any such supplier or person files any such claim and notice of lis pendens, the OWNER shall withhold retained amounts from final payments to the CONTRACTOR as are necessary to satisfy fully such claims. References to liens appearing in Article 14 shall be deemed as references to claims made pursuant to C.R.S §38-26-101 et seq. unless the context requires otherwise.

Final Payment and Acceptance

- 14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for

payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Upon receipt of the ENGINEER's recommendation for payment and the final Application for Payment, OWNER shall order the publication of Notice of Final Payment as required by C.R.S. §38-26-107(1) and shall make final payment in accordance with C.R.S. 38-26-107(3).

- 14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims

- 14.15 The making and acceptance of final payment will constitute:

- 14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
- 14.15.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

Article 15. Suspension of Work and Termination

OWNER May Suspend Work

- 15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate

- 15.2 Upon the occurrence of any one or more of the following events:

- 15.2.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as adjusted from time to time pursuant to paragraph 6.6);
- 15.2.2 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 15.2.3 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- 15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
 - 15.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 15.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 15.4.3 for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
 - 15.4.4 for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate

- 15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

Article 16. Miscellaneous

Giving Notice

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times

- 16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to include the first and the last day of such period.

Notice of Claim

- 16.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies

- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties,

guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included

- 16.5 Whenever reference is made to "claims, costs, losses, and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

Interest

- 16.6 In the event that any payment of interest is to be made pursuant to any provision of the Contract Documents, excluding any bid bond, labor and materials bond or performance bond entered into by the CONTRACTOR, interest shall be paid at the average rate earned by the City of Louisville on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

Third Parties

- 16.7 The contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This paragraph shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.

Severability

- 16.8 To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.

Equal Opportunity Employer

- 16.9 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard for their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment,

notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

The CONTRACTOR shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any contract and with any contract entered by the OWNER.

Supplementary Conditions

CONDITIONS OF THE CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Project Manual as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

1. GC-1 DEFINITIONS

- A. Section 1.9.1, **CONTRACT DAY** of Article 1 of the General Conditions, delete the definition in its entirety and add the following language:

CONTRACT DAY – A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER-observed holidays and Abnormal Weather days.

- B. Section 1.41, **SUBSTANTIAL COMPLETION** of Article 1 of the General Conditions, add the following language:

The Work will not be considered suitable for Substantial Completion review until all project Bid Items and incidentals in the Work are completed and operational as designed, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining "punch list" work will be completed within twenty (20) Contract Days after receipt of notification or as agreed upon following the date of issuance of Certificate of Substantial Completion.

Contractor shall not mobilize to a subsequent phase until all work and cleanup has occurred within a prior phase. Contractor shall request authorization from Engineer to mobilize to each phase. All known sprinkler repairs, landscape restoration, and street cleanup must be performed prior to Engineer authorizing work in the next phase.

2. GC-2 PRELIMINARY MATTERS

- A. Add the following language to Section 2.3 of Article 2 of the General Conditions:

- Contractor shall not park equipment and employee vehicles on abutting side streets that can be used by residents that are directly impacted by the reconstruction.
- Contractor shall work according the following project phasing. Construction near schools or on pedestrian routes to school shall not occur until after the end of the school year (**May 21, 2026**) and begin within 3 days after the end of the school year, unless authorized by Engineer and traffic control is approved. Contractor must coordinate with school district, as required. Construction Phasing for the project shall be as follows:

PHASE	STREET	FROM	TO	DATE RESTRICTIONS	ALLOWABLE WORK HOURS	NOTES
A	Lincoln Avenue	Lafayette Street	Hutchison Street	Begin work after issuance of NTP. Work must be completed by May 27, 2026 .	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway access with residents or business. Must coordinate trail closures with Parks Department - 7 days notice.
Alternate 1	Main Street	South Boulder Road	South Street	Work must begin on May 21, 2026 . Work must be completed June 11, 2026 . No work May 25 .	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway and parking access with neighbors and businesses- 7 days notice
B	Polk- Dahlia Street	Pine Street	Cherry Street	Work must begin no later than June 4, 2026 . Work must be completed no later than June 26, 2026 . No Work June 19 . Work may begin sooner than the completion of earlier phases with PM and inspector agreement.	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway access and parking access with residents- 7 days notice
C	Enclave Circle	McCaslin Blvd		Work must begin no later than June 22, 2026 . Work must be completed no later than July 10, 2026 . No Work July 3 . Work may begin sooner than the completion of earlier phases with PM and inspector agreement.	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway access and parking access with residents- 7 days notice
	Enclave Way	McCaslin Blvd				
	Pine Court	Enclave Circle				
D	Larkspur Court	Eldorado Lane		Work must begin no later than July 6, 2026 . Work must be completed no later than July 25, 2026 . Work may begin sooner than the completion of earlier phases with PM and inspector agreement.	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway access and parking access with residents- 7 days notice
	Eldorado Lane	Via Appia Way				
E	Miscellaneous			Work must be complete no later than July 30, 2026 . Work may be completed in various locations as determined by the Contractor	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate access to Library, business access, residential access, and all trail closures as necessary with the appropriate entity.- 7 days notice
Alternate 2	Hecla Drive	Courtesy Road		Work must begin no later than July 27, 2026 . Work must be completed no later than August 5, 2026 . Work may begin sooner than the completion of earlier phases with PM and inspector agreement.	MON- THUR- 7 am to 5 pm FRI- 7 am to 3:30 pm	Must coordinate driveway access with businesses - 7 days notice

Note: The above schedule reflects the inclusion of Bid Alternate 1 and Bid alternate 2. If the City determines not to include Bid Alternate 1 and/or 2 as part of the award, the date restrictions noted above will be adjusted accordingly to eliminate the phase and adjust time accordingly. Contract Time will not extend beyond 62 working days but may be reduced per the inclusion of Bid Alternate 1 and 2.

All Locations

- a. Provide ingress, egress to private drives and single access developments. No additional payment will be made to provide access. All closures must be communicated to the property owners **five (5) business days** in advance of driveway closures.
- b. CONTRACTOR shall provide resident notifications (typically as a door hanger) a minimum of **seven (7) calendar days** in advance of mobilizing to a location. A sample is on the next page. Contractor shall review the language and be prepared to commit to the repair schedule.
- c. CONTRACTOR shall provide ENGINEER with a 3-week “look ahead” schedule by close of business each Friday throughout the duration of the contract. CONTRACTOR shall identify areas where the “look ahead” schedule differs from the baseline schedule submitted prior to NTP.
- d. CONTRACTOR shall take photos and/or videos of all construction areas prior to mobilization to any neighborhood. All photos and/or videos must be submitted to the ENGINEER prior to work beginning. CONTRACTOR shall also provide proof of delivery of “door hanger” notices to ENGINEER. Failure to submit will result in a “STOP WORK” notice to the project.

No work shall be performed on City observed Holidays:

- Memorial Day: **No work** shall be performed from 12 pm May 23 through May 26.
- Juneteenth: **No work** shall be performed on June 19.
- July 4th: **No work** shall be performed from 12 pm on July 3 through July 6.

SAMPLE RESIDENT NOTIFICATION
(Door Hanger)

Dear Homeowner/Businessowner:

The City of Louisville and **[Construction Company Name]** have entered into a contractual agreement to repair portions of the curb & gutter, curb ramps, and sidewalk in your neighborhood for the *2026 Concrete Replacement Project*.

Construction in your neighborhood is anticipated to begin on _____. We anticipate work taking approximately _____ working days* to complete.

*Note: The scheduled dates may

change or extend if adverse weather conditions occur.

Parking will be limited on both sides of the street where work is occurring. **No Parking Signs will be placed in areas where the work will occur.** Sidewalk replacement through your driveway may/will **[contractor to circle one]** be necessary and access will be temporarily blocked. Due to the time for concrete to cure, this could be up to five (5) days. We will be performing strength tests on the concrete and will work to have access back to your driveway as soon as the concrete cures to the necessary strength. Please contact **[construction company name]** at the number below to coordinate any access issues or concerns.

Please do not drive on new concrete for five (5) days. Please beware of heavy equipment during the course of the work and observe all barricades and warning devices.

Although caution is taken, sprinkler damage may occur. **[construction company name]** will make the repairs within a reasonable time of being notified of damage. Work occurring during this contract may occur prior to your sprinklers being used for the season. Please contact **[construction company name]** at the number below to coordinate a time to test the sprinklers after completion of the work. However, if damage in the area of construction is not found until the system is energized, please reach out immediately to the number below to schedule a repair (at no charge to the resident/owner). For questions on sprinkler damage please call the office number listed below.

Due to the nature of the construction, some landscape damage may occur to lawns and/or gardens adjacent to the work. Please take the time to protect any sensitive plants and contact **[construction company name]** with any concerns. All construction work is occurring within the City Right-of-Way, which typically ends within 3-ft behind the sidewalk, depending on the final plat. As required, but City Code, please review tree and shrub branches overhanging the sidewalk and trim prior to work beginning. At the time of landscaping restoration, the Contractor will provide water one time. After this, residents are responsible for watering any reseeded or resodded areas on their property.

We take the time to tie out the affected property crosses and ROW survey monuments prior to construction and our hired surveyor will reset them after construction completion should damage occur.

We appreciate your cooperation and will make every effort to minimize any inconvenience to you. The following personnel are available for assistance:

[Construction Company Name]
[Contact Name]
[Phone #] – [Provide Business Hours]

City of Louisville
Engineering Division
303-335-4608

Thank you.

3. GC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

- A. Section 4.4, **REFERENCE POINTS**, of Article 4 of the General Conditions, delete the second paragraph in its entirety and add the following language:

The OWNER shall not provide survey reference points, construction stakes, lines and grade for the work unless otherwise noted.

4. GC-6 CONTRACTOR'S RESPONSIBILITIES

- A. **Labor, Materials and Equipment**, delete paragraph 6.3 in its entirety and insert the following:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work, or at night without OWNER's written consent given after prior written notice to ENGINEER. No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, or at night. Should the CONTRACTOR desire to work at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, from 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections between the hours of 5:00 p. m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges. Overtime and other incidental administrative expenses for Engineer's and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	\$75.00
Construction Inspector	\$55.00
Operations Supervisor	\$55.00
Operations Technician	\$35.00
Clerical	\$30.00
Vehicle	\$20.00

ARTICLE 6 – Page 78, Permits:

- a. Paragraph 6.13.2, add the following language

“A deposit is required for the 2” water meter in an amount of \$2500 and the deposit is reimbursed when the 2” meter is returned, in good condition. Charges for water consumption are waived when water is used for this project. Bulk Water Permit and meter are available from the City of Louisville Operations Division, located at 739 S. 104th St.”

- b. Paragraph 6.13.3, add the following language:

“Right of Way Permit fee is waived for this project.”

- c. Add the following language as Paragraph 6.23.3:

CONTRACTOR shall submit project site photos and videos to ENGINEER for review and project record. CONTRACTOR must note any pre-existing damage in the area of the work and notify resident of existing damage prior to beginning any demolition.

5. GC-7 OTHER WORK

- A. Section 7.1 of Article 7 of the General Conditions, add the following language:

The OWNER has employed an asphalt contractor to resurface various streets. The concrete replacement work in this contract shall be completed prior to the asphalt resurfacing. Asphalt patching may take place at the same time as the concrete replacement work in the same location(s). It is critical for CONTRACTOR to maintain the phasing schedule identified in the Supplementary Conditions. CONTRACTOR shall coordinate their activities with the asphalt contractor to allow completion of concrete flatwork prior to asphalt resurfacing.

6. ARTICLE 9 ENGINEER’S STATUS DURING CONSTRUCTION

- A. Section 9.3.1 **CONFERENCES AND MEETINGS** of the General Conditions, add the following language:

NEIGHBORHOOD MEETING

At least 10 business days prior to the start of construction, CONTRACTOR will be required to coordinate and have a representative at a meeting with the residents/businesses of the neighborhood. CONTRACTOR is *required* to deliver or hand out notices to all affected residents/businesses at least **five (5) business days** prior to the meeting. Note, the CONTRACTOR may not place notices in mailboxes. A template for the notice is below and shall be placed on CONTRACTOR letterhead with the City of Louisville Logo. ENGINEER must review and approve the notice prior to delivery. ENGINEER shall be notified by CONTRACTOR after notices are distributed with proof of delivery. At this meeting CONTRACTOR will be required to define the schedule for construction and to address any special needs and concerns of the residents. ENGINEER and CONTRACTOR shall be present at this meeting.

Construction Notification / Neighborhood Meeting Invite:

[**CONTRACTOR NAME**] has been contracted by the City of Louisville to perform the concrete replacement project in 2026. The intent of this work is to replace aging, cracked, broken concrete (sidewalks, curbs, gutters, trails) in the public right-of-way as well as address any potential trip hazards. This work will begin in [APRIL or MAY 2026] and continue into [June] and will be followed by the 2026 Street Resurfacing Project in the same area, which will be performed by a separate contractor. Work will progress in phases and may not begin in your neighborhood immediately. [**CONTRACTOR NAME**] will provide additional “Door Hanger” style notifications seven (7) calendar days prior to work beginning in your area.

A neighborhood meeting is scheduled for [DATE] at [TIME]. The meeting will be located in the Council Chambers at City Hall at 749 Main Street. See map on back of this notice for 2026 concrete and asphalt work locations. Representatives from the City and [CONTRACTOR] will be present to discuss the project.

Topics that will be covered at the meeting will include coordination of work, driveway closures, impacts to landscaping and irrigation, access to streets and buildings, duration of work, and other topics and questions.

Construction will begin at approximately 7 AM and should be completed by 5 PM each day. Note that delays during the day could require the contractor to work beyond 5 PM on some days. All vehicles will need to be removed from the street by 7:00 AM if “NO PARKING” signs are on your street to allow the contractors access to the area. The “NO PARKING” signs will be placed on your street at least 24 hours prior to work beginning. When work is being performed in front of your address, the process will require that your street/driveway be closed for parking most of the day, so please make arrangements to park any vehicles you need outside the work area. Every effort will be made to have the street open by 5:00 PM.

Due to the nature of the construction, some landscape or irrigation damage may occur to lawns and/or gardens adjacent to the work. Please take the time to protect any sensitive plants and contact [**CONTRACTOR NAME**] with any concerns. All planned construction work is occurring within the City Right-of-Way, which typically ends 6 to 12-inches behind the sidewalk. As required, but City Code, please review tree and shrub branches overhanging the sidewalk and trim prior to work beginning. At the time of landscaping restoration, the Contractor will provide water one time. After this, residents are responsible for watering any reseeded or resodded areas on their property. Irrigation/sprinkler damage caused by the construction is common and will be repaired by the Contractor within a reasonable amount of time after being notified of damage.

We hope this coordination will reduce your inconvenience and allow for you to plan accordingly. We appreciate your patience as we repair the street near your address. If you have any questions or concerns or need immediate assistance, please contact [CONTRACTOR] Project Manager [NAME] at [CONTRACTOR PM PHONE NUMBER].

In the event that weather or other delays occur, we may need to reschedule the work and will attempt notify affected residents of any changes.

Attendees can request interpretation services at least 7 days in advance of the meeting (Los asistentes podrán solicitar los servicios de un intérprete con 7 días de anticipación a la fecha una reunión) by contacting Derek Cosson at dcosson@louisvilleco.gov or 303-335-4814.

7. GC-12 CHANGES OF CONTRACT TIMES

- A. Section 12.2 **LIQUIDATED DAMAGES** of Article 12 of the General Conditions, add the following language:

PHASE TIMES – The work is broken into Phases as specified in the Supplementary Conditions with a specific road closure or lane closure limit, described work item with respective day limit, and Substantial Completion date for each Phase. Failure to perform the phase work described in Section 2.3 of the General Conditions will result in liquidated damages. The CONTRACTOR shall pay OWNER **SIX HUNDRED FIFTY DOLLARS (\$650.00)** for each and every **Contract Day** and portion thereof that expires after the specified road or lane closure limit days, described work item with respective day limit and Substantial Completion date until the same is finally complete.

- B. Add the following language to Article 12 of the General Conditions:

12.4 EXTENSIONS OF TIME

- a. The OWNER and CONTRACTOR are both aware that construction will be conducted during spring and summer and that variable weather conditions are typical for the site of the work.
- b. The CONTRACTOR expressly agrees that the Contract Price is based on completion of the work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the work.
- c. For purposes of evaluating requests for extensions of time due to abnormal weather conditions, the following conditions, and no others, will be considered unusually severe:
 - 1) Precipitation volume exceeding the historical mean for the *months* of the construction period by more than one standard deviation.
 - 2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.
- d. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from Denver, as well as data available from the State Climatologist for the same areas.
- e. The CONTRACTOR further agrees that should a request for time extension due to abnormal weather conditions, the CONTRACTOR shall submit all necessary historical and detailed daily data during the construction period to support the claim.

8. GC-13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- A. Section 13.11, **CORRECTION OR REMOVAL OF DEFECTIVE WORK** of Article 13 of the General Conditions, add the following language:

Failure or neglect on the part of the ENGINEER to condemn unsatisfactory material or reject inferior workmanship will in no way release the CONTRACTOR, nor shall it be construed to mean the acceptance of such work, nor shall Final Acceptance bar the OWNER from recovering damages in case fraud was practiced, or for defective work resulting from the CONTRACTOR's dishonesty.

Work done contrary to or regardless of the instructions of the ENGINEER, work done without lines, grade, and/or cross section stakes and grades shown on the Plans or as given by the ENGINEER, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of the CONTRACTOR and will not be measured or paid for by the OWNER. Any and all work so done may be ordered removed and replaced immediately at the CONTRACTOR's expense.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 PROJECT NAME: 2026 Concrete Replacement Project

1.1.2 PROJECT NUMBER: 301312-660022
PROJECT LOCATION: Louisville, Colorado

1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work consists of demolition, concrete replacement, asphalt repairs, striping, landscape repairs and traffic control, construction complete, including all work appurtenant thereto, on various streets within the City of Louisville, Colorado.

1.1.5 EXHIBIT A - ESTIMATED QUANTITIES PER PLAN SHEET

EXHIBIT A

ESTIMATED QUANTITIES PER PLAN SHEET

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: HECLA DR.

COURTESY RD TO LAKE-TO-LAKE TRAIL

SUB ITEM ALT #2

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	ALT #2	Mobilization	1	LS
2	ALT #2	Erosion Control	1	LS
3	ALT #2	Traffic Control	1	LS
4	ALT #2	Unclassified Excavation	0	SY
5	ALT #2	Imported Borrow (Complete in Place)	0	TN
6	ALT #2	Structural Excavation and Backfill (Complete in Place)	40	CY
7	ALT #2	Remove 6" Concrete	55	SF
8	ALT #2	4" Patterned Concrete (Pigmented)	0	SF
9	ALT #2	4" Concrete	2,280	SF
10	ALT #2	6" Concrete	497	SF
11	ALT #2	8" Concrete with Fibermesh	0	SF
12	ALT #2	10" Concrete with Fibermesh	185	SF
13	ALT #2	6'-6" x 6" Curbwalk	0	LF
14	ALT #2	6" Concrete Vertical Curb Head	0	LF
15	ALT #2	18" Median Curb and Gutter	0	LF
16	ALT #2	24" Vertical Curb and Gutter	0	LF
17	ALT #2	30" Vertical Curb and Gutter	445	LF
18	ALT #2	30" Vertical Curb and Gutter (10")	76	LF
19	ALT #2	30" Modified Curb and Gutter	0	LF
20	ALT #2	Hot Asphalt Patch Grade SX (6")	0	SY
21	ALT #2	Hot Asphalt Patch Grade SX (8")	26	SY
22	ALT #2	Hot Asphalt Patch Grade SX (10")	0	SY
23	ALT #2	Curb Ramp (TY 2 Typical) 4'	0	EA
24	ALT #2	Curb Ramp (TY 2) 5'	3	EA
25	ALT #2	Curb Ramp (TY 2 Typical) 5'	0	EA
26	ALT #2	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	ALT #2	Curb Ramp (TY 2 M.B) 5'	0	EA
28	ALT #2	Curb Ramp (TY 2) 6'	0	EA
29	ALT #2	Truncated Domes	40	SF
30	ALT #2	6" Concrete Retaining Wall- Height Varies	0	LF
31	ALT #2	Epoxy Chip Repair	0	EA
32	ALT #2	Rock Mulch with Fabric	0	CY
33	ALT #2	Landscape Restoration - Top Soil and Sod	0	SY

01010-3

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: W. ENCLAVE CIR., W. ENCLAVE WAY, W. PINE CT.

SUB ITEM A

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	A	Mobilization	1	LS
2	A	Erosion Control	1	LS
3	A	Traffic Control	1	LS
4	A	Unclassified Excavation	96	SY
5	A	Imported Borrow (Complete in Place)	0	TN
6	A	Structural Excavation and Backfill (Complete in Place)	107	CY
7	A	Remove 6" Concrete	0	SF
8	A	4" Patterned Concrete (Pigmented)	0	SF
9	A	4" Concrete	188	SF
10	A	6" Concrete	36	SF
11	A	8" Concrete with Fibermesh	0	SF
12	A	10" Concrete with Fibermesh	0	SF
13	A	6'-6" x 6" Curbwalk	1,687	LF
14	A	6" Concrete Vertical Curb Head	0	LF
15	A	18" Median Curb and Gutter	125	LF
16	A	24" Vertical Curb and Gutter	0	LF
17	A	30" Vertical Curb and Gutter	63	LF
18	A	30" Vertical Curb and Gutter (10")	0	LF
19	A	30" Modified Curb and Gutter	0	LF
20	A	Hot Asphalt Patch Grade SX (6")	417	SY
21	A	Hot Asphalt Patch Grade SX (8")	0	SY
22	A	Hot Asphalt Patch Grade SX (10")	0	SY
23	A	Curb Ramp (TY 2 Typical) 4'	0	EA
24	A	Curb Ramp (TY 2) 5'	9	EA
25	A	Curb Ramp (TY 2 Typical) 5'	0	EA
26	A	Curb Ramp (TY 2 M.I.) 5'	1	EA
27	A	Curb Ramp (TY 2 M.B) 5'	2	EA
28	A	Curb Ramp (TY 2) 6'	0	EA
29	A	Truncated Domes	0	SF
30	A	6" Concrete Retaining Wall- Height Varies	0	LF
31	A	Epoxy Chip Repair	2	EA
32	A	Rock Mulch with Fabric	7	CY
33	A	Landscape Restoration - Top Soil and Sod	0	SY

01010-4

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: LINCOLN AVE LAFAYETTE ST. TO PINE ST.

SUB ITEM B

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	B	Mobilization	1	LS
2	B	Erosion Control	1	LS
3	B	Traffic Control	1	LS
4	B	Unclassified Excavation	0	SY
5	B	Imported Borrow (Complete in Place)	12	TN
6	B	Structural Excavation and Backfill (Complete in Place)	67	CY
7	B	Remove 6" Concrete	0	SF
8	B	4" Patterned Concrete (Pigmented)	195	SF
9	B	4" Concrete	1,539	SF
10	B	6" Concrete	2,198	SF
11	B	8" Concrete with Fibermesh	383	SF
12	B	10" Concrete with Fibermesh	0	SF
13	B	6'-6" x 6" Curbwalk	0	LF
14	B	6" Concrete Vertical Curb Head	230	LF
15	B	18" Median Curb and Gutter	0	LF
16	B	24" Vertical Curb and Gutter	871	LF
17	B	30" Vertical Curb and Gutter	0	LF
18	B	30" Vertical Curb and Gutter (10")	0	LF
19	B	30" Modified Curb and Gutter	429	LF
20	B	Hot Asphalt Patch Grade SX (6")	141	SY
21	B	Hot Asphalt Patch Grade SX (8")	0	SY
22	B	Hot Asphalt Patch Grade SX (10")	0	SY
23	B	Curb Ramp (TY 2 Typical) 4'	3	EA
24	B	Curb Ramp (TY 2) 5'	2	EA
25	B	Curb Ramp (TY 2 Typical) 5'	1	EA
26	B	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	B	Curb Ramp (TY 2 M.B) 5'	0	EA
28	B	Curb Ramp (TY 2) 6'	0	EA
29	B	Truncated Domes	156	SF
30	B	6" Concrete Retaining Wall- Height Varies	152	LF
31	B	Epoxy Chip Repair	0	EA
32	B	Rock Mulch with Fabric	0	CY
33	B	Landscape Restoration - Top Soil and Sod	0	SY

01010-5

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: LINCOLN AVE PINE ST. TO HUTCHINSON ST.

SUB ITEM C

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	C	Mobilization	1	LS
2	C	Erosion Control	1	LS
3	C	Traffic Control	1	LS
4	C	Unclassified Excavation	0	SY
5	C	Imported Borrow (Complete in Place)	0	TN
6	C	Structural Excavation and Backfill (Complete in Place)	10	CY
7	C	Remove 6" Concrete	98	SF
8	C	4" Patterned Concrete (Pigmented)	0	SF
9	C	4" Concrete	924	SF
10	C	6" Concrete	56	SF
11	C	8" Concrete with Fibermesh	0	SF
12	C	10" Concrete with Fibermesh	0	SF
13	C	6'-6" x 6" Curbwalk	0	LF
14	C	6" Concrete Vertical Curb Head	0	LF
15	C	18" Median Curb and Gutter	0	LF
16	C	24" Vertical Curb and Gutter	74	LF
17	C	30" Vertical Curb and Gutter	0	LF
18	C	30" Vertical Curb and Gutter (10")	0	LF
19	C	30" Modified Curb and Gutter	0	LF
20	C	Hot Asphalt Patch Grade SX (6")	11	SY
21	C	Hot Asphalt Patch Grade SX (8")	0	SY
22	C	Hot Asphalt Patch Grade SX (10")	0	SY
23	C	Curb Ramp (TY 2 Typical) 4'	0	EA
24	C	Curb Ramp (TY 2) 5'	0	EA
25	C	Curb Ramp (TY 2 Typical) 5'	0	EA
26	C	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	C	Curb Ramp (TY 2 M.B) 5'	0	EA
28	C	Curb Ramp (TY 2) 6'	0	EA
29	C	Truncated Domes	0	SF
30	C	6" Concrete Retaining Wall- Height Varies	0	LF
31	C	Epoxy Chip Repair	0	EA
32	C	Rock Mulch with Fabric	0	CY
33	C	Landscape Restoration - Top Soil and Sod	0	SY

01010-6

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: MAIN ST.

S. BOULDER RD. TO SOUTH ST.

SUB ITEM ALT #1

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	ALT #1	Mobilization	1	LS
2	ALT #1	Erosion Control	1	LS
3	ALT #1	Traffic Control	1	LS
4	ALT #1	Unclassified Excavation	0	SY
5	ALT #1	Imported Borrow (Complete in Place)	10	TN
6	ALT #1	Structural Excavation and Backfill (Complete in Place)	35	CY
7	ALT #1	Remove 6" Concrete	0	SF
8	ALT #1	4" Patterned Concrete (Pigmented)	165	SF
9	ALT #1	4" Concrete	148	SF
10	ALT #1	6" Concrete	3,985	SF
11	ALT #1	8" Concrete with Fibermesh	1,074	SF
12	ALT #1	10" Concrete with Fibermesh	88	SF
13	ALT #1	6'-6" x 6" Curbwalk	0	LF
14	ALT #1	6" Concrete Vertical Curb Head	238	LF
15	ALT #1	18" Median Curb and Gutter	0	LF
16	ALT #1	24" Vertical Curb and Gutter	0	LF
17	ALT #1	30" Vertical Curb and Gutter	894	LF
18	ALT #1	30" Vertical Curb and Gutter (10")	9	LF
19	ALT #1	30" Modified Curb and Gutter	0	LF
20	ALT #1	Hot Asphalt Patch Grade SX (6")	13	SY
21	ALT #1	Hot Asphalt Patch Grade SX (8")	0	SY
22	ALT #1	Hot Asphalt Patch Grade SX (10")	116	SY
23	ALT #1	Curb Ramp (TY 2 Typical) 4'	0	EA
24	ALT #1	Curb Ramp (TY 2) 5'	0	EA
25	ALT #1	Curb Ramp (TY 2 Typical) 5'	0	EA
26	ALT #1	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	ALT #1	Curb Ramp (TY 2 M.B) 5'	0	EA
28	ALT #1	Curb Ramp (TY 2) 6'	8	EA
29	ALT #1	Truncated Domes	272	SF
30	ALT #1	6" Concrete Retaining Wall- Height Varies	0	LF
31	ALT #1	Epoxy Chip Repair	0	EA
32	ALT #1	Rock Mulch with Fabric	0	CY
33	ALT #1	Landscape Restoration - Top Soil and Sod	0	SY

01010-7

CITY OF LOUISVILLE
 PROJECT: 2026 CONCRETE REPLACEMENT PROJECT
 PROJECT NO: 301312-660022

BID SUMMARY: POLK AVE
 W. PINE ST. TO S. MADISON AVE.
 SUB ITEM D

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	D	Mobilization	1	LS
2	D	Erosion Control	1	LS
3	D	Traffic Control	1	LS
4	D	Unclassified Excavation	0	SY
5	D	Imported Borrow (Complete in Place)	0	TN
6	D	Structural Excavation and Backfill (Complete in Place)	47	CY
7	D	Remove 6" Concrete	0	SF
8	D	4" Patterned Concrete (Pigmented)	0	SF
9	D	4" Concrete	1,076	SF
10	D	6" Concrete	1,184	SF
11	D	8" Concrete with Fibermesh	955	SF
12	D	10" Concrete with Fibermesh	0	SF
13	D	6'-6" x 6" Curbwalk	0	LF
14	D	6" Concrete Vertical Curb Head	0	LF
15	D	18" Median Curb and Gutter	0	LF
16	D	24" Vertical Curb and Gutter	0	LF
17	D	30" Vertical Curb and Gutter	747	LF
18	D	30" Vertical Curb and Gutter (10")	0	LF
19	D	30" Modified Curb and Gutter	0	LF
20	D	Hot Asphalt Patch Grade SX (6")	28	SY
21	D	Hot Asphalt Patch Grade SX (8")	0	SY
22	D	Hot Asphalt Patch Grade SX (10")	0	SY
23	D	Curb Ramp (TY 2 Typical) 4'	0	EA
24	D	Curb Ramp (TY 2) 5'	23	EA
25	D	Curb Ramp (TY 2 Typical) 5'	0	EA
26	D	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	D	Curb Ramp (TY 2 M.B) 5'	3	EA
28	D	Curb Ramp (TY 2) 6'	0	EA
29	D	Truncated Domes	0	SF
30	D	6" Concrete Retaining Wall- Height Varies	0	LF
31	D	Epoxy Chip Repair	0	EA
32	D	Rock Mulch with Fabric	0	CY
33	D	Landscape Restoration - Top Soil and Sod	0	SY

01010-8

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: W. DAHLIA ST.

S. MADISON AVE. TO MAHOGANY CIR.

SUB ITEM E

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	E	Mobilization	1	LS
2	E	Erosion Control	1	LS
3	E	Traffic Control	1	LS
4	E	Unclassified Excavation	0	SY
5	E	Imported Borrow (Complete in Place)	0	TN
6	E	Structural Excavation and Backfill (Complete in Place)	36	CY
7	E	Remove 6" Concrete	0	SF
8	E	4" Patterned Concrete (Pigmented)	0	SF
9	E	4" Concrete	1,152	SF
10	E	6" Concrete	944	SF
11	E	8" Concrete with Fibermesh	0	SF
12	E	10" Concrete with Fibermesh	0	SF
13	E	6'-6" x 6" Curbwalk	0	LF
14	E	6" Concrete Vertical Curb Head	0	LF
15	E	18" Median Curb and Gutter	0	LF
16	E	24" Vertical Curb and Gutter	0	LF
17	E	30" Vertical Curb and Gutter	699	LF
18	E	30" Vertical Curb and Gutter (10")	0	LF
19	E	30" Modified Curb and Gutter	0	LF
20	E	Hot Asphalt Patch Grade SX (6")	155	SY
21	E	Hot Asphalt Patch Grade SX (8")	0	SY
22	E	Hot Asphalt Patch Grade SX (10")	0	SY
23	E	Curb Ramp (TY 2 Typical) 4'	0	EA
24	E	Curb Ramp (TY 2) 5'	11	EA
25	E	Curb Ramp (TY 2 Typical) 5'	0	EA
26	E	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	E	Curb Ramp (TY 2 M.B) 5'	3	EA
28	E	Curb Ramp (TY 2) 6'	0	EA
29	E	Truncated Domes	0	SF
30	E	6" Concrete Retaining Wall- Height Varies	0	LF
31	E	Epoxy Chip Repair	1	EA
32	E	Rock Mulch with Fabric	0	CY
33	E	Landscape Restoration - Top Soil and Sod	0	SY

01010-9

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: W. DAHLIA ST.

W. MAHOGANY CIR. TO W. CHERRY ST.

SUB ITEM F

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	F	Mobilization	0	LS
2	F	Erosion Control	0	LS
3	F	Traffic Control	0	LS
4	F	Unclassified Excavation	0	SY
5	F	Imported Borrow (Complete in Place)	0	TN
6	F	Structural Excavation and Backfill (Complete in Place)	39	CY
7	F	Remove 6" Concrete	0	SF
8	F	4" Patterned Concrete (Pigmented)	0	SF
9	F	4" Concrete	736	SF
10	F	6" Concrete	726	SF
11	F	8" Concrete with Fibermesh	418	SF
12	F	10" Concrete with Fibermesh	0	SF
13	F	6'-6" x 6" Curbwalk	291	LF
14	F	6" Concrete Vertical Curb Head	0	LF
15	F	18" Median Curb and Gutter	0	LF
16	F	24" Vertical Curb and Gutter	0	LF
17	F	30" Vertical Curb and Gutter	181	LF
18	F	30" Vertical Curb and Gutter (10")	0	LF
19	F	30" Modified Curb and Gutter	0	LF
20	F	Hot Asphalt Patch Grade SX (6")	105	SY
21	F	Hot Asphalt Patch Grade SX (8")	0	SY
22	F	Hot Asphalt Patch Grade SX (10")	0	SY
23	F	Curb Ramp (TY 2 Typical) 4'	0	EA
24	F	Curb Ramp (TY 2) 5'	25	EA
25	F	Curb Ramp (TY 2 Typical) 5'	0	EA
26	F	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	F	Curb Ramp (TY 2 M.B) 5'	1	EA
28	F	Curb Ramp (TY 2) 6'	0	EA
29	F	Truncated Domes	0	SF
30	F	6" Concrete Retaining Wall- Height Varies	0	LF
31	F	Epoxy Chip Repair	0	EA
32	F	Rock Mulch with Fabric	0	CY
33	F	Landscape Restoration - Top Soil and Sod	0	SY

01010-10

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: ELDORADO LN., LARKSPUR CT., LARKSPUR LN.

SUB ITEM G

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	G	Mobilization	0	LS
2	G	Erosion Control	0	LS
3	G	Traffic Control	0	LS
4	G	Unclassified Excavation	0	SY
5	G	Imported Borrow (Complete in Place)	0	TN
6	G	Structural Excavation and Backfill (Complete in Place)	25	CY
7	G	Remove 6" Concrete	0	SF
8	G	4" Patterned Concrete (Pigmented)	0	SF
9	G	4" Concrete	0	SF
10	G	6" Concrete	59	SF
11	G	8" Concrete with Fibermesh	434	SF
12	G	10" Concrete with Fibermesh	0	SF
13	G	6'-6" x 6" Curbwalk	2,183	LF
14	G	6" Concrete Vertical Curb Head	0	LF
15	G	18" Median Curb and Gutter	0	LF
16	G	24" Vertical Curb and Gutter	0	LF
17	G	30" Vertical Curb and Gutter	0	LF
18	G	30" Vertical Curb and Gutter (10")	0	LF
19	G	30" Modified Curb and Gutter	0	LF
20	G	Hot Asphalt Patch Grade SX (6")	121	SY
21	G	Hot Asphalt Patch Grade SX (8")	0	SY
22	G	Hot Asphalt Patch Grade SX (10")	0	SY
23	G	Curb Ramp (TY 2 Typical) 4'	0	EA
24	G	Curb Ramp (TY 2) 5'	15	EA
25	G	Curb Ramp (TY 2 Typical) 5'	0	EA
26	G	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	G	Curb Ramp (TY 2 M.B) 5'	1	EA
28	G	Curb Ramp (TY 2) 6'	0	EA
29	G	Truncated Domes	0	SF
30	G	6" Concrete Retaining Wall- Height Varies	0	LF
31	G	Epoxy Chip Repair	0	EA
32	G	Rock Mulch with Fabric	0	CY
33	G	Landscape Restoration - Top Soil and Sod	0	SY

01010-11

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: MISCELLANEOUS - PUBLIC WORKS FACILITIES

SUB ITEM H

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	H	Mobilization	0	LS
2	H	Erosion Control	0	LS
3	H	Traffic Control	0	LS
4	H	Unclassified Excavation	0	SY
5	H	Imported Borrow (Complete in Place)	0	TN
6	H	Structural Excavation and Backfill (Complete in Place)	0	CY
7	H	Remove 6" Concrete	0	SF
8	H	4" Patterned Concrete (Pigmented)	0	SF
9	H	4" Concrete	0	SF
10	H	6" Concrete	0	SF
11	H	8" Concrete with Fibermesh	0	SF
12	H	10" Concrete with Fibermesh	0	SF
13	H	6'-6" x 6" Curbwalk	0	LF
14	H	6" Concrete Vertical Curb Head	0	LF
15	H	18" Median Curb and Gutter	0	LF
16	H	24" Vertical Curb and Gutter	0	LF
17	H	30" Vertical Curb and Gutter	0	LF
18	H	30" Vertical Curb and Gutter (10")	0	LF
19	H	30" Modified Curb and Gutter	0	LF
20	H	Hot Asphalt Patch Grade SX (6")	0	SY
21	H	Hot Asphalt Patch Grade SX (8")	0	SY
22	H	Hot Asphalt Patch Grade SX (10")	0	SY
23	H	Curb Ramp (TY 2 Typical) 4'	0	EA
24	H	Curb Ramp (TY 2) 5'	0	EA
25	H	Curb Ramp (TY 2 Typical) 5'	0	EA
26	H	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	H	Curb Ramp (TY 2 M.B) 5'	0	EA
28	H	Curb Ramp (TY 2) 6'	0	EA
29	H	Truncated Domes	0	SF
30	H	6" Concrete Retaining Wall- Height Varies	0	LF
31	H	Epoxy Chip Repair	33	EA
32	H	Rock Mulch with Fabric	0	CY
33	H	Landscape Restoration - Top Soil and Sod	0	SY

01010-12

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: MISCELLANEOUS - PUBLIC WORKS

SUB ITEM I

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	I	Mobilization	0	LS
2	I	Erosion Control	0	LS
3	I	Traffic Control	0	LS
4	I	Unclassified Excavation	0	SY
5	I	Imported Borrow (Complete in Place)	0	TN
6	I	Structural Excavation and Backfill (Complete in Place)	20	CY
7	I	Remove 6" Concrete	0	SF
8	I	4" Patterned Concrete (Pigmented)	0	SF
9	I	4" Concrete	764	SF
10	I	6" Concrete	854	SF
11	I	8" Concrete with Fibermesh	0	SF
12	I	10" Concrete with Fibermesh	0	SF
13	I	6'-6" x 6" Curbwalk	424	LF
14	I	6" Concrete Vertical Curb Head	0	LF
15	I	18" Median Curb and Gutter	0	LF
16	I	24" Vertical Curb and Gutter	0	LF
17	I	30" Vertical Curb and Gutter	52	LF
18	I	30" Vertical Curb and Gutter (10")	0	LF
19	I	30" Modified Curb and Gutter	0	LF
20	I	Hot Asphalt Patch Grade SX (6")	26	SY
21	I	Hot Asphalt Patch Grade SX (8")	0	SY
22	I	Hot Asphalt Patch Grade SX (10")	0	SY
23	I	Curb Ramp (TY 2 Typical) 4'	0	EA
24	I	Curb Ramp (TY 2) 5'	0	EA
25	I	Curb Ramp (TY 2 Typical) 5'	0	EA
26	I	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	I	Curb Ramp (TY 2 M.B) 5'	0	EA
28	I	Curb Ramp (TY 2) 6'	0	EA
29	I	Truncated Domes	0	SF
30	I	6" Concrete Retaining Wall- Height Varies	0	LF
31	I	Epoxy Chip Repair	3	EA
32	I	Rock Mulch with Fabric	0	CY
33	I	Landscape Restoration - Top Soil and Sod	0	SY

01010-13

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: MISCELLANEOUS – PARKS

SUB ITEM J

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	J	Mobilization	0	LS
2	J	Erosion Control	0	LS
3	J	Traffic Control	0	LS
4	J	Unclassified Excavation	0	SY
5	J	Imported Borrow (Complete in Place)	0	TN
6	J	Structural Excavation and Backfill (Complete in Place)	8	CY
7	J	Remove 6" Concrete	0	SF
8	J	4" Patterned Concrete (Pigmented)	0	SF
9	J	4" Concrete	0	SF
10	J	6" Concrete	818	SF
11	J	8" Concrete with Fibermesh	0	SF
12	J	10" Concrete with Fibermesh	0	SF
13	J	6'-6" x 6" Curbwalk	0	LF
14	J	6" Concrete Vertical Curb Head	0	LF
15	J	18" Median Curb and Gutter	0	LF
16	J	24" Vertical Curb and Gutter	0	LF
17	J	30" Vertical Curb and Gutter	0	LF
18	J	30" Vertical Curb and Gutter (10")	0	LF
19	J	30" Modified Curb and Gutter	0	LF
20	J	Hot Asphalt Patch Grade SX (6")	0	SY
21	J	Hot Asphalt Patch Grade SX (8")	0	SY
22	J	Hot Asphalt Patch Grade SX (10")	0	SY
23	J	Curb Ramp (TY 2 Typical) 4'	0	EA
24	J	Curb Ramp (TY 2) 5'	0	EA
25	J	Curb Ramp (TY 2 Typical) 5'	0	EA
26	J	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	J	Curb Ramp (TY 2 M.B) 5'	0	EA
28	J	Curb Ramp (TY 2) 6'	0	EA
29	J	Truncated Domes	0	SF
30	J	6" Concrete Retaining Wall- Height Varies	0	LF
31	J	Epoxy Chip Repair	0	EA
32	J	Rock Mulch with Fabric	0	CY
33	J	Landscape Restoration - Top Soil and Sod	0	SY

01010-14

CITY OF LOUISVILLE

PROJECT: 2026 CONCRETE REPLACEMENT PROJECT

PROJECT NO: 301312-660022

BID SUMMARY: MISCELLANEOUS - OPEN SPACE

SUB ITEM K

BID SUMMARY				
Item No.	Sub Item	Item Description	QTY	UNIT
1	K	Mobilization	0	LS
2	K	Erosion Control	0	LS
3	K	Traffic Control	0	LS
4	K	Unclassified Excavation	0	SY
5	K	Imported Borrow (Complete in Place)	0	TN
6	K	Structural Excavation and Backfill (Complete in Place)	7	CY
7	K	Remove 6" Concrete	0	SF
8	K	4" Patterned Concrete (Pigmented)	0	SF
9	K	4" Concrete	0	SF
10	K	6" Concrete	759	SF
11	K	8" Concrete with Fibermesh	0	SF
12	K	10" Concrete with Fibermesh	0	SF
13	K	6'-6" x 6" Curbwalk	0	LF
14	K	6" Concrete Vertical Curb Head	0	LF
15	K	18" Median Curb and Gutter	0	LF
16	K	24" Vertical Curb and Gutter	0	LF
17	K	30" Vertical Curb and Gutter	0	LF
18	K	30" Vertical Curb and Gutter (10")	0	LF
19	K	30" Modified Curb and Gutter	0	LF
20	K	Hot Asphalt Patch Grade SX (6")	0	SY
21	K	Hot Asphalt Patch Grade SX (8")	0	SY
22	K	Hot Asphalt Patch Grade SX (10")	0	SY
23	K	Curb Ramp (TY 2 Typical) 4'	0	EA
24	K	Curb Ramp (TY 2) 5'	0	EA
25	K	Curb Ramp (TY 2 Typical) 5'	0	EA
26	K	Curb Ramp (TY 2 M.I.) 5'	0	EA
27	K	Curb Ramp (TY 2 M.B) 5'	0	EA
28	K	Curb Ramp (TY 2) 6'	0	EA
29	K	Truncated Domes	0	SF
30	K	6" Concrete Retaining Wall- Height Varies	0	LF
31	K	Epoxy Chip Repair	0	EA
32	K	Rock Mulch with Fabric	0	CY
33	K	Landscape Restoration - Top Soil and Sod	0	SY

01010-15

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. Measurement and payment criteria applicable to (portions of) the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complements the criteria of this section. (In the event of conflict, the requirements of the individual specification section govern.)
- B. Take all measurements and compute quantities. ENGINEER will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by ENGINEER determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit/lump sum prices contracted.
- C. If the actual Work requires a change that is equal to an increase or decrease that is 25 percent (25%) or more of the Bid Price, then OWNER or CONTRACTOR may claim for a Contract Price adjustment.
- D. The City reserves the right to remove work from the Contract. If an item is removed from the contract, no payment will be made for said item.

1.3.1 LUMP SUM SCHEDULES

- A. There will be no measurement for lump sum items included in the lump sum schedule.

1.3.2 FORCE ACCOUNT – MINOR CONTRACT REVISIONS

- A. Force account items include the Project Manager's estimate for items included in the Contract. The estimated amounts marked with "AL" will be added to the total bid to determine the amount of performance and payment bonds. Force Account work shall be performed as directed and approved by the City's Project Manager. This is not a lump sum bid item, but rather an allowance for work not reasonably anticipated in the above items.
- B. Payment will be made in accordance with the General Conditions. If additional work as described above is not encountered, this item will not be used.

C. Force Account Descriptions

- i. F/A Minor Contract Revisions – This work consists of minor work and approved by the Project Manager, which is not included in the Contract drawings or specifications, and is necessary to accomplish the scope of work of this contract.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by volume: Measured by cubic dimension using mean length, width, and height or thickness.
- B. Measurement by area: Measured by square dimension, using mean length and width or radius.
- C. Linear measurement: Measured by linear dimension, at the item centerline or mean chord.
- D. Measurement by weight: The term “ton” will mean the short ton consisting of 2000 pounds avoirdupois.

Materials measured or proportioned by weight shall be weighed on accurate scales. Scales shall be accurate within the allowable tolerances as prescribed by State law. The scales shall be sealed by the measurement Standards Section of the Colorado Department of Agriculture at least once each year, each time the scales are relocated, and as often as ENGINEER may deem necessary. Scales shall be furnished by CONTRACTOR or CONTRACTOR may utilize commercial scales.

Scales shall be operated according to the Colorado Department of Agriculture’s regulations. Weighers, scales, scale tickets, scale house, and verification of the scale’s accuracy will not be measured and paid for separately but shall be included in the work.

CONTRACTOR may use either certified hopper scales or certified platform scales.

When platform scales are used to weigh vehicles carrying material paid for by weight, each vehicle shall be weighed by a certified weigher. Hopper scales used to directly measure material paid for by weight shall be operated by certified weighers and provide an accurate net weight.

The operator of each vehicle carrying material measured and paid for by weight shall obtain a scale ticket (certificate of correct weight) from the certified weigher and deliver the ticket to ENGINEER at the point of delivery of the material.

The scale ticket shall include the following information:

- 1. Project Number
- 2. Date
- 3. Ticket Number
- 4. Haul Unit Number
- 5. Gross weight
- 6. Tare Weight

- 7. Net Weight
- 8. Material Type
- 9. Certified Weigher's Name

1.5 PAYMENT

- A. Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by ENGINEER multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

2.0 PRODUCTS - Not Used

3.0 EXECUTION - Not Used

SECTION 01091 - REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

- A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations, which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.
- B. Standards listed herein are included in the Contract Documents by this reference, and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.
- C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.
- D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.
- E. Inclusion of reference standards herein does not make the Engineer an agent of the publishing agency, nor does it obligate the Engineer to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 2002

- M103 -- Mild to medium strength carbon-steel castings for general application
- M105 -- Gray iron castings

- M111 -- Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
- M183 -- Structural steel
- T166 -- Bulk specific gravity of compacted bituminous mixtures

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

- ACI 211.1 -- Standard practice for selecting proportions for normal, heavyweight, and mass concrete
- ACI 211.2 -- Standard practice for selecting proportions for structural lightweight concrete
- ACI 301 -- Specifications for structural concrete for buildings
- ACI 304 -- Recommended practice for measuring, mixing, transporting, and placing concrete
- ACI 304.2R -- Placing concrete by pumping methods
- ACI 305R -- Hot weather concreting
- ACI 306R -- Cold weather concreting
- ACI 315 -- Details and detailing of concrete reinforcement
- ACI 318 -- Building codes requirements for reinforced concrete
Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
- ACI 347 -- Recommended practice for concrete formwork
- ACI SP-66 -- ACI detailing manual (synopsis)

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

- ASTM A27 -- Specification for steel castings, carbon, for general application
- ASTM A36 -- Standard specification for structural steel
- ASTM A48 -- Specification for gray iron castings
- ASTM A53 -- Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
- ASTM A82 -- Specifications for steel wire, plain, for concrete reinforcement.
- ASTM A120 -- Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses
- ASTM A123 -- Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
- ASTM A185 -- Specifications for steel welded wire, fabric, plain, for concrete reinforcement
- ASTM A283 -- Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
- ASTM A307 -- Specification for carbon steel externally threaded standard fasteners
- ASTM A325 -- Specification for high-strength bolts for structural steel joints
- ASTM A366 -- Specification for steel, carbon, cold-rolled sheet, commercial quality
- ASTM A416 -- Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
- ASTM A421 -- Specification for uncoated stress-relieved wire for pre-stressed concrete
- ASTM A446 -- Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality

ASTM A490	--	Specification for heat-treated, steel structural bolts, 150 ksi (1035 map) tensile strength
ASTM A500	--	Specification for cold-formed welded and seamless carbon steel structural tubing in rounds and shapes
ASTM A501	--	Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525	--	Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526	--	Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536	--	Specification for ductile iron castings
ASTM A568	--	Specification for general requirements for steel, carbon, and high-strength, low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570	--	Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572	--	Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588	--	Specification for high-strength low-alloy structural steel with 50 ksi (345MPa) minimum yield point to 4 inches thick
ASTM A611	--	Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615	--	Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663	--	Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775	--	Specification for epoxy-coated reinforcing steel bars
ASTM B32	--	Specification for solder metal
ASTM B88	--	Specification for seamless copper water tube
ASTM B209	--	Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221	--	Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31	--	Methods of making and curing concrete test specimens in the field
ASTM C33	--	Specification for concrete aggregates
ASTM C36	--	Specification for gypsum wall board
ASTM C39	--	Test method for compressive strength of cylindrical concrete specimens
ASTM C42	--	Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67	--	Method of testing brick and structural clay tile
ASTM C76	--	Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79	--	Test method for gypsum sheathing board
ASTM C94	--	Specification for ready mixed concrete
ASTM C109	--	Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110	--	Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136	--	Method for sieve analysis of fine and coarse aggregates
ASTM C138	--	Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140	--	Method of sampling and testing concrete masonry units
ASTM C143	--	Test method for slump or Portland cement concrete
ASTM C144	--	Specification for aggregate for masonry mortar
ASTM C150	--	Specification for Portland cement
ASTM C171	--	Specification for sheet materials for curing concrete
ASTM C172	--	Method of sampling fresh concrete
ASTM C173	--	Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207	--	Specification for hydrated lime for masonry purposes

ASTM C231	--	Test method for a content of freshly mixed concrete by the pressure method
ASTM C260	--	Specification for air entraining admixtures for concrete
ASTM C270	--	Specification for mortar for unit masonry
ASTM C309	--	Specification for liquid membrane-forming compounds for curing concrete
ASTM C330	--	Specification for lightweight aggregated for structural concrete
ASTM C425	--	Specification for compression joints for vitrified clay pipe and fittings
ASTM C476	--	Specification for grout for masonry
ASTM C478	--	Specification for precast reinforced concrete manhole sections
ASTM C494	--	Specification for chemical admixtures for concrete
ASTM C506	--	Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507	--	Specification for reinforced concrete elliptical culvert, storm drain, or sewer pipe
ASTM C578	--	Specification for performed, cellular polystyrene thermal insulation
ASTM C612	--	Specification for mineral fiber block and board thermal insulation
ASTM C630	--	Specification of water-resistant gypsum backing board
ASTM C641	--	Test method for staining materials in lightweight concrete aggregates
ASTM C645	--	Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665	--	Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672	--	Test method for scaling resistance of concrete surfaces exposed to deicing chemicals
ASTM C700	--	Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726	--	Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803	--	Test method for penetration resistance of hardened concrete
ASTM C805	--	Test method for rebound number of hardened concrete
ASTM C828	--	Recommended practice for low-pressure air test of vitrified clay pipe lines
ASTM C834	--	Specification for latex sealing compounds
ASTM C920	--	Specification for elastomeric joint sealants
ASTM C936	--	Specification for solid concrete interlocking paving units
ASTM D41	--	Specification for asphalt primer used in roofing and waterproofing
ASTM D312	--	Specification for asphalt used in roofing
ASTM D422	--	Test method for particle size analysis of soils
ASTM D448	--	Specification for standard sizes of coarse aggregate for highway construction
ASTM D698	--	Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb rammer and 12-inch drop
ASTM D1188	--	Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227	--	Specification for emulsified asphalt used as a protective coating for built-up roofing
ASTM D1556	--	Test method for density of soil in place by the sand-cone method
ASTM D1557	--	Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb rammer and 18-inch drop
ASTM D1559	--	Test method for resistance to plastic flow of bituminous mixtures using marshal apparatus
ASTM D1667	--	Specification for flexible cellular materials - vinyl chloride polymers and copolymers (closed-cell vinyl)

ASTM D1751	--	Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient bituminous types)
ASTM D1752	--	Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784	--	Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785	--	Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80, and 120
ASTM D2000	--	Classification for rubber products in automotive applications
ASTM D2167	--	Test method for density of soil in place by the rubber-balloon method
ASTM D2172	--	Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178	--	Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216	--	Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241	--	Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287	--	Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487	--	Test method for classification of soils for engineering purposes
ASTM D2564	--	Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729	--	Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855	--	Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898	--	Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922	--	Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950	--	Test method for density of bituminous concrete in place by nuclear method
ASTM D3017	--	Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034	--	Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909	--	Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253	--	Test method for maximum index density of soils using a vibratory table
ASTM D4254	--	Test methods for minimum index density of soils and calculation of relative density
ASTM D4318	--	Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397	--	Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84	--	Test method for surface burning characteristics of building materials
ASTM E96	--	Test methods for water vapor transmission of materials
ASTM E136	--	Test method for behavior of materials in a vertical tube furnace at 750°C
ASTM E283	--	Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329	--	Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331	--	Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605	--	Test method for thickness and density of sprayed fire-resistive material applied to structural members
ASTM E759	--	Test method for effect of deflection of sprayed fire-resistive material applied to structural members

- ASTM E760 -- Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members
- ASTM E761 -- Test method for compressive strength of sprayed fire-resistive material applied to structural members
- ASTM E859 -- Test method for air erosion of sprayed fire-resistive material applied to structural members
- ASTM F567 -- Practice for installation of chain link fence
- ASTM F679 -- Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

3.1.4 AMERICAN WATER WORKS ASSOCIATION (AWWA)

6666 W. Quincy Ave., Denver, CO 80235
(303) 794-7711

Specifications and Test Methods Specifically Referenced Herein.

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)

5420 Old Orchard Road, Skokie, IL 60077
(312) 966-6200

Design and Control of Concrete Admixtures.

3.1.6 CITY OF LOUISVILLE

Department of Public Works - Engineering Division
749 Main Street, Louisville, Colorado 80027
(303) 335-4608

Design and Construction Standards, 1994 Edition

3.1.7 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

4201 E. Arkansas Avenue, Denver, CO 80222
(303) 757-9011

Standard Specification for Road and Bridge Construction, current Edition.

- END OF SECTION -

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section contains a summary of submittals required by the Contract Documents, and establishes the general procedures and requirements for submittals.
- B. Submittals covered under this section include, but are not necessarily limited to, schedules, notifications, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by CONTRACTOR or any subcontractor, manufacturer, or supplier, to illustrate some portion of the work.

1.1.2 RELATED WORK: Specific requirements for submittals are included in the individual specification sections.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of Division 1 sections apply to this section.

1.3 DEFINITIONS:

- 1.3.1 PRODUCT DATA: As used herein, the term "product data" includes standard printed information published by the manufacturer describing materials, products, systems, and installation instruction not specifically prepared for this project, other than designation of selections from among available choices printed.
- 1.3.2 SHOP DRAWINGS: As used herein, the term "shop drawings" includes specially prepared technical data forms including drawings, diagrams, performance curves, data sheets, schedules templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for application to more than one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.
- 1.3.3 SAMPLES: As used herein, the term "samples" includes fabricated and unfabricated physical examples of materials, products, and units of work; as complete units or smaller portions of units of work; either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- 1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site or off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA: As used herein, the term "miscellaneous data" means various documents related directly to the work, including project notifications, photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4 QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of CONTRACTOR's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

1.4.2 PERFORMANCE: Promptly check each submittal for accuracy, completeness, and applicability, and review, approve, and submit - in sequence according to the submittal schedule so as to cause no delay in the work or in the work of the OWNER or any separate Contractor - all submittals required by the Contract Documents. Identify each submittal to include name of project, specification section, supplier, source, finish, and location of use in the project.

1.4.3 VERIFICATION:

A. By making a submittal to ENGINEER, CONTRACTOR represents that he has approved such submittals and has determined and verified:

1. The applicability of the submittal to the project,
2. all quantities and sizes of materials, detailed fabricating dimensions, temporary erection connections or closures, tolerances and the proper fit and mating with adjacent materials,
3. related field measurements and field construction criteria, and
4. information pertaining to fabrication process and techniques of construction and erection.

B. CONTRACTOR further represents that he has checked and coordinated information contained within such submittal with requirements of the work and of the Contract Documents.

1.4.4 RESPONSIBILITY: CONTRACTOR shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by ENGINEER review of submittals, unless CONTRACTOR has specifically informed ENGINEER in writing of such deviation at the time of submission, and ENGINEER has taken no written exception to the specific deviation. CONTRACTOR shall not be relieved from responsibility for errors or omissions in submittals by ENGINEER's review of or action upon such submittals.

1.4.5 SUBMITTAL VALIDITY: Submittals submitted which are not required to be submitted or are submitted without CONTRACTOR's approval will not be processed by ENGINEER, but will be

returned to CONTRACTOR for his compliance with Contract Document requirements, in which event it shall be deemed that CONTRACTOR has not complied with requirements of the Contract Documents, and CONTRACTOR shall bear responsibility for all delays as if no submittals had been submitted.

- 1.4.6 COMMENCEMENT OF WORK: No portion of the work requiring submittals shall be commenced until submittals have been acted on by ENGINEER. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to ENGINEER prior to commencement of project construction.**

1.5 GENERAL SUBMITTAL REQUIREMENTS:

- 1.5.1 SCHEDULING: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in the progress schedule), show principal work-related submittal requirements and time schedules for coordination and integration of submittal activity with related work.
- 1.5.2 COORDINATION AND SEQUENCING: Coordinate preparation and processing of submittals with performance of work so that the work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed by coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.
- 1.5.3 PREPARATION OF SUBMITTALS: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Show evidence of CONTRACTOR's review by clearly exhibiting check marks and stamped approval marking acceptance and provide space for ENGINEER's and ENGINEER's consultant's review or action marking. Package each submittal appropriately for transmittal and handling.
- 1.5.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: Except as otherwise indicated in individual specifications sections, comply with general requirements specified herein for each indicated submittal category. Furnish and process intermediate submittals, where required between initial and final, similar to initial submittals(s).
- 1.5.5 PROGRESS SCHEDULE: Refer to supplementary conditions for progress schedule requirements.
- 1.5.6 DAILY REPORTS: Furnish copies of each daily report prepared by CONTRACTOR's Project Superintendent to ENGINEER and the OWNER. Transmit reports on a daily basis.
- 1.5.7 SHOP DRAWINGS:
- A. Furnish newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer (firm name) indicated thereon. Affix seal of Contractor's or fabricator's design engineer where applicable. Show all dimensions, and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements.

- B. Where shop drawings are normally required, and where specifically called for in the specifications, submit to ENGINEER four (4) blue-line or black-line prints of each shop drawing and/or schedule required. Two prints will be returned.
- C. Subsequent submittal(s), if required for correction or confirmation of corrective items, shall be same as initial submittal except as otherwise requested by ENGINEER or specified in conditions of the contract.
- D. Shop drawings and schedules will be reviewed for general conformance with the design concept contained within the Contract Documents.
- E. Do not allow shop drawing copies into field without appropriate final markings by ENGINEER.

1.5.8 PRODUCT DATA:

- A. Collect required data into one submittal for each unit of work or system. Mark each copy in a legible and reproducible manner to show which choices and options are applicable to the project; "highlighting" with colored markers not acceptable. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- B. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract Documents has been confirmed by CONTRACTOR. Submittals of product data are for information and record, unless otherwise indicated.
- C. The initial submittal will be the only submittal required unless returned promptly by ENGINEER, marked with an action which indicated an observed noncompliance. Submit 4 copies, each marked or labeled with project name, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Provide sufficient space for ENGINEER's action stamp. ENGINEER will retain two copies for himself and return the rest.
- D. Do not proceed with installation of materials, products, or systems, until a copy of applicable product data is in the possession of the installer.
- E. Maintain one set of product data for each submittal at the project site.

1.5.9 PUBLISHED STANDARDS: Where submittal of published standards is required, except where specified integrally with "Product Data" submittals, submit a single copy for ENGINEER's use. Where workmanship at the project site and elsewhere is governed by published standards, furnish additional copies to fabricators, installers, and others involved in performance of the work.

1.5.10 CONSTRUCTION PHOTOGRAPHS: Unless otherwise provided in the Contract Documents, OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULES:

- 3.1.1 SUBMITTAL SCHEDULE: The following scheduled is included as a checklist for convenience only, and may not include all submittals required. Failure to include submittals in this schedule does not relieve CONTRACTOR from providing submittals if required by individual specification sections.

General Requirements		
Section	Title	Submittals Required
1410	Testing and Inspections	N/A - City to provide Testing Services
1010	Notifications	Door Hanger, Neighborhood Meeting Letter, Plan for Notifying Trash and Bus companies.
1010	Photos/Videos	Provide all existing photos and videos of areas adjacent to concrete work.
1700	Contract Closeout	Record documents, Certificates of Compliance, Certificates of Inspection, Warranties, Guaranties, Bonds, Insurance Certificates, Consent of Surety, Releases of Liens, List of subcontractors and suppliers Acknowledgment of date of commencement of warranties and guaranties
Technical Specifications		
Section	Title	Submittals Required
2400	Concrete	Product Data, Test Reports, Mix Designs, Curing Compound, Expansion Joint, Sealant, Resident-Business Notification, Door Hangers, Concrete Washout, Detectable Warning, Seed, Sod, Reinforcing Steel Dowels, Rock Mulch Fabric
2500	Asphalt	Mix Design Certificates of Compliance, Product Data, Test Reports
2600	Construction Zone Traffic Control	Method for Handling Traffic (MHT)

- END OF SECTION -

SECTION 01410 - TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.
- B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by OWNER.
- C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK: Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve CONTRACTOR from providing all tests, which are indicated to be his responsibility, or from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY: The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without ENGINEER's written consent.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of other Division 1 Sections apply to this Section.

1.2.2 REFERENCE STANDARDS: Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents. A complete listing of applicable reference standards, including full name of publishing agency and date or number is contained in section 01091.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

1.3.2 CODE COMPLIANCE TESTS AND INSPECTIONS: Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.

1.3.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Tests or inspections informed exclusively for the CONTRACTOR's convenience or information.

1.3.4 RE-TESTING: Subsequent testing or inspections of the work or any portion of the work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.

1.4 SUBMITTALS:

1.4.1 TEST AND INSPECTION REPORTS: Copies of all test and inspection reports will be promptly delivered by the testing and inspections agency directly to OWNER and ENGINEER.

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

1.5.1 INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS: Paid for by OWNER.

1.5.2 CODE COMPLIANCE TESTS AND INSPECTION: Paid for by CONTRACTOR.

1.5.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Paid for by CONTRACTOR.

1.5.4 ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS: Paid for by OWNER if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by CONTRACTOR.

1.5.5 RE-TESTING: Paid for by CONTRACTOR.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

3.1.1 ACCESS TO THE WORK: Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

3.1.2 FACILITIES FOR TESTING: Provide all necessary facilities required for testing and inspecting the work, including but not limited to, lifts, and suitable safe storage areas for freshly poured concrete test cylinders.

3.1.3 NOTIFICATION: Notify ENGINEER not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required. ENGINEER will schedule testing and inspection agency.

3.2 TEST AND INSPECTION PROCEDURES:

3.2.1 GENERAL: Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.

3.2.2 TAKING SPECIMENS: Unless otherwise indicated, all specimens and samples for testing will be taken by the testing and inspections agency personnel, either at the source of the material or at the site for work in progress.

3.2.3 DELIVERY OF SPECIMENS: Unless otherwise indicated, pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory will be done by the agency's personnel. This includes concrete test cylinders, which have been stored on site for the initial curing period.

3.2.4 RE-TESTING: When initial tests or inspections indicate non-compliance of the work or any portion thereof, the non-complying portion shall be removed, replaced, or reworked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

- A. OWNER and ENGINEER reserve the right to require additional or alternative tests or inspections of materials or work for which either has reason to believe may not be in compliance with the requirements of the Contract Documents.
- B. Examples of such additional tests may include, but are not limited to, additional sieve analysis of aggregates or granular fill material; additional field density tests of subgrade, fill, or backfill materials; additional slump tests of concrete as it is being placed; core tests of in-place structural concrete; load testing of concrete structures; x-ray or other non-destructive testing of structural steel; and field-cut test strips of membrane roofing.
- C. Payment for additional or alternative tests will be determined as provided herein above.

3.3 SCHEDULES:

3.3.1 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS:

- A. The following schedule is included for information only, as a convenience to CONTRACTOR, and is not intended to limit the number and type of tests to be performed by the testing and inspections agency.
- B. Carefully examine the individual sections of these specifications for additional or complete quality control testing and inspections requirements. Failure to include any test or inspection in this schedule does not relieve CONTRACTOR from the testing and inspection requirements contained in the individual sections of the specifications.
- C. This schedule includes quality control tests and inspections only, which will be performed by the selected testing and inspections agency and paid for as previously mentioned in Article 13 of the General Conditions. Code compliance tests and inspections, Contractor's convenience tests and inspections, and additional or alternative tests and inspections requested by the City are not included.

Section	Description of Test or Inspection	Test Qty/Interval
Earthwork	Fill and Backfill Material (Lab): Moisture Content – ASTM D2216 Max. Index Density – ASTM D4253 Moisture/Density Rel. – ASTM D698 or ASTM D1557 Plasticity Index – ASTM D4318 Particle Size Analysis – ASTM D422 Field Density Tests – ASTM D1556, D2167, or D2922 Field Moisture Tests – ASTM D3017 Subgrade: Fill, Bldg., and Paved Areas: Backfill: Site and Misc. Fills:	1 each test/soil type One/500 sf One/500 sf per lift One/250 sf/2 ft vert. One/500 sf/1 ft vert.
Utilities	Bedding Material (Lab): Particle Size Analysis – ASTM D422 Backfill Material (Lab): Moisture/Density Relation – ASTM D698 or D1557 Field Density Tests – ASTM D1556, D2167, or D2922 Field Moisture Tests – ASTM D3017:	1/soil type 1/soil type One/150 lf @ trench bottom at 2 ft vert. intervals, and at top
Paving	Asphalt Content – ASTM D2172 Asphalt Gradation – ASTM C136 Bulk Specific Gravity – ASTM D1188 AASHTO T166 Marshall Test – ASTM D1559	One each/500 tons, min. 2/day
Concrete	Concrete Quality: Fresh Concrete – ASTM C172 Compressive Strength – ASTM C39 Unit Weight – ASTM C138 Slump – ASTM C142 Air Content – ASTM C173 or C231 Hardened Concrete (failings only): ASTM C42, C803, C805, or load tests	One each/50 CY or major fraction thereof; min. 1/pour One each/truck As determined by ENGINEER

- END OF SECTION -

SECTION 01500 - TEMPORARY FACILITIES, CONTROLS, AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

- 1.1.1 WORK INCLUDED: Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

- A. General conditions, supplementary conditions, and applicable provisions of other Division 1 sections apply to this section.
- B. Section 02600 Construction Zone Traffic Control.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

- 2.1.1 STORAGE STRUCTURES: Provide enclosed, weather tight storage facilities for materials and equipment, which require protection from the elements.

2.1.2 SANITARY FACILITIES:

- A. Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.
- B. **ENGINEER shall approve locations of all temporary toilet facilities for the work. CONTRACTOR shall instruct any and all employees engaged in the work to use the designated temporary toilet facility or other approved toilet facility.**

2.1.3 FENCES AND BARRICADES:

- A. Provide temporary orange fences along the property owner side of the construction limits as shown on the plans. In the remaining work areas and streets provide traffic control devices as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of work place.
- B. Maintain temporary fences, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

2.1.4 CONSTRUCTION STAGING

- A. Coordinate construction activities with the property and business owners to minimize impacts.
- B. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

2.1.5 STORAGE OF MATERIALS/EQUIPMENT, ETC.

- A. CONTRACTOR shall not be allowed to park any vehicles (including worker's personal vehicles) or equipment in any on-street parking spaces that are open to traffic.
- B. No construction trailers or storage yards will be allowed in the work area and neighborhood. CONTRACTOR shall locate trailer/storage yard subject to approval of ENGINEER.

2.3 TEMPORARY CONTROLS

- A. Noise Control. Equip construction machinery and vehicles with practical sound and muffling devices and operate in a manner to minimize noise consistent with efficient performance of the work.
- B. Dust Control.
 - 1. Take reasonable measures to prevent unnecessary dust.
 - 2. Moisten dirt roads used for transportation and haul with water or apply a chemical dust suppressant to control dust.
 - 3. Cover dusty material in transit when necessary to prevent blowing.
- C. Pollution Control.
 - 1. Prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.
 - 2. Retain all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off the site.
 - 3. Do not perform equipment maintenance or fueling within 50 feet of any water course.
- D. Erosion Control.
 - 1. Take such measures as are necessary to prevent erosion of soil on the site and adjacent properties that might result from construction activities.

2. Provide temporary materials such as hay bales, sand bags, or plastic sheets, to prevent the erosion of banks or excavation where runoff may be increased or concentrated due to construction activities.
3. Take such measures as are necessary to prevent soil, mud, debris, etc. from entering the storm sewer system. CONTRACTOR shall be responsible for cleaning existing storm sewer downstream of the site if any soil, mud, debris, etc. enter it from the site. ENGINEER shall inspect system prior to final inspection and required cleaning will be noted on the punch list. CONTRACTOR shall clean to the satisfaction of ENGINEER.

2.4 OTHER TEMPORARY SERVICES:

2.4.1 CLEANING:

- A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris to legal dump or landfill is required daily as a minimum.
- B. Provide daily sweeping or cleaning of adjacent streets and walkways as required to prevent accumulation of mud, dust, or soil thereon from construction traffic and personnel.
- C. CONTRACTOR shall at his/her own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by ENGINEER, the work may be done by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

2.4.2 ACCESS RAMPS:

- A. During resurfacing activities (milling and leveling) provide hard surface ramps as directed by ENGINEER to access private property, public property, pedestrian crossings, streets, and alleys.

2.4.3 OWNER-MAINTAINED FACILITIES:

- A. During construction activities including but not limited to demolition, unclassified excavation, subgrade cement treatment, and asphalt paving, CONTRACTOR shall protect from damage all OWNER-maintained facilities. Street signage, storm sewer inlets and manholes, sanitary sewer manholes, water main valve boxes, and water service curb stop boxes damaged or backfilled during construction shall be repaired, replaced, and made accessible. Backfilled manholes and inlets shall be cleaned immediately. Upon failure to repair, replace, or clean OWNER-maintained facilities promptly, the work may be completed by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

- 3.1.1 TEMPORARY STRUCTURES: Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.
- 3.1.2 REMOVAL OF TEMPORARY FACILITIES: Remove temporary facilities and structures from the site as soon as practicable or when no longer required by CONTRACTOR or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

- 4.1.1 Temporary Facilities and Controls and Services will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

- 1.1.1 WORK INCLUDED: This section includes administrative procedures and closeout submittals required at substantial completion and final completion of the work.
- 1.1.2 RELATED WORK: Additional specific requirements are specified in the various sections of these specifications.

1.2 REFERENCES:

- 1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of these specifications apply to this section.

1.3 DEFINITIONS:

- 1.3.1 CONTRACT CLOSEOUT: Contract closeout is defined to include general administrative requirements near the end of the contract time, in preparation for final acceptance, final payment, normal completion of the contract, occupancy by OWNER, and similar actions evidencing completion of the work. Time of closeout is directly related to substantial completion, and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.4 SUBMITTALS

1.4.1 RECORD DOCUMENTS - GENERAL:

- A. Additional or specific requirements for record documents are indicated in individual sections of these specifications.
- B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location.
- C. Provide access to record documents for ENGINEER's or OWNER's reference during normal working hours.
- D. Review record documents for progress and accuracy at regularly scheduled job progress meetings.
- E. Upon completion of mark-up, submit record documents to the ENGINEER for the OWNER's records.

1.4.2 RECORD DRAWINGS (FIELD SET):

- A. Maintain at the project site during the course of the work a white print set (blue line or black line) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially from the work as originally shown.
- B. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at corresponding locations on the contract drawings.
- C. Mark changes or deviations with red erasable pencil. Where feasible, use other colors to distinguish between variations in separate categories of work.
- D. Record new information, which is recognized to be of importance to the OWNER but was not shown on either the contract drawings or shop drawings. Give particular attention to concealed work which would be difficult to measure and record at a later date. Note related change order or field order numbers where applicable.
- E. Record all deviations in sizes, locations, or other features of work from the Contract Documents. It shall be possible, using these drawings, to correctly and easily locate, identify, and establish sizes of all piping, directions of flow, and other features of the work which will be concealed in finished work or underground.
- F. Establish locations of concealed and underground work by accurate dimensions to column lines or permanent walls, locating all bends or turns, and properly referencing invert elevations and rates of fall.
- G. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each set.

1.4.3 FINAL RECORD DRAWINGS (AS-BUILTS):

- A. Submit the final marked-up field copy of record drawings to the ENGINEER for review and approval.

1.4.4 RECORD SPECIFICATIONS:

- A. Maintain one copy of specifications, including addenda, change orders, and similar modifications issued in printed form during construction. Mark up variations of substance in actual work in comparison with text of specifications and modifications as issued.
- B. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.
- C. Note related record drawing information and product data where applicable.
- D. Label record specifications with the words "RECORD COPY" and the date submitted, stamped or neatly printed in block letters on the cover.

1.4.5 OTHER DOCUMENTS: Submit the required number of the following additional documents, which may be required by the various specification sections:

- 1) Certificates of compliance with applicable reference standards.
- 2) Certificates of inspection or other evidence of compliance with governmental agencies or authorities having jurisdiction over the work.
- 3) Warranties, guarantees, and bonds.
- 4) Certificates of insurance for products and completed operations.
- 5) Written consent of surety.
- 6) Evidence of payment and release of liens for subcontractors, suppliers, and other goods and services (Claims Release Forms).
- 7) Certificate of substantial completion form signed by CONTRACTOR accepting the date of substantial completion.
- 8) Final Inspection report signed by CONTRACTOR.
- 9) Certificate of final completion signed by the CONTRACTOR acknowledging the date of final completion.
- 10) Operations and maintenance manuals as required.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PREREQUISITES:

3.1.1 FINAL COMPLETION: Prior to requesting the City's final observation for certification of final acceptance and payment, as required by the general and supplemental conditions, complete the following:

- 1) Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. List known exceptions to final completion of the work, if any, in the request.
- 2) Submit updated final statement, accounting for additional changes to contract sum.
- 3) Submit certified copy of final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
- 4) Submit written consent of surety.
- 5) Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 Contract Closeout will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 02070 - DEMOLITION

TECHNICAL SPECIFICATIONS

- 1.0 SUMMARY OF WORK
- 2.0 PRODUCTS
- 3.0 EXECUTION
- 4.0 MEASUREMENT AND PAYMENT - DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY:

- 1.1.1 **WORK INCLUDED:** Work of this section generally includes demolition and removal of certain items within, the limits of the project, in order to accommodate new or retrofit construction.
- 1.1.2 Demolition includes but is not limited to the following: demolition of existing pavements, curbs and gutters, sidewalks, miscellaneous concrete slabs, aggregate base course, shrubs, sod, signs and posts, tree roots, stumps when within structure or pipe excavation, water service line, ductile iron pipe, valves, fittings, reinforced concrete pipe, corrugated metal pipe, inlets, fencing, miscellaneous equipment and appurtenances and all other elements scheduled to be so demolished or removed or that may be reasonably implied to complete the site improvements. It also includes all saw cutting required and/or specified on the drawings. Demolition also includes hauling away of all materials described on the plans or that may be reasonably implied to be hauled away. Demolition also includes excavation, backfill, and compaction at elements not scheduled for replacement.

1.2 REFERENCES:

- 1.2.1 **RELATED DOCUMENTS:** General Requirements, General Conditions, Supplementary Conditions, and applicable provisions of Division 1 section apply to this section.
- 1.2.2 **ORDINANCES AND STANDARDS:** Perform the work in accordance with requirements of all applicable laws, codes, and ordinances.

1.3 JOBSITE CONDITIONS:

- 1.3.1 **SALVAGED MATERIALS:** Items of salvage value to CONTRACTOR that are not indicated to remain the property of the City may be removed from the property as work progresses. Salvaged items must be transported from site as they are removed. Storage or sale of removed items onsite will not be permitted.
- 1.3.2 **EXPLOSIVES:** Use of explosives will not be permitted.
- 1.3.3 **PROTECTION OF PERSONS AND PROPERTY:**
- A. Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, improvements and utilities designated to remain, and persons.
 - B. Provide interior and exterior temporary shoring, bracing, or support as required to prevent movement, settlement or collapse of structures to be demolished, or of adjacent facilities and pavements indicated to remain.
 - C. Comply with all applicable regulations of the Occupational Safety and Health and Administration (OSHA) concerning the safety of workers and authorized visitors to the site.

1.3.6 DAMAGES: Promptly report damages caused to adjacent facilities and improvements by demolition operations to the City and ENGINEER. Repair damage at no additional cost to the City.

1.3.7. UTILITY SERVICES:

- A. Utility locations and sizes indicated on the drawings incorporate best available information; however, it shall be the responsibility of CONTRACTOR to make an accurate survey of existing conditions and verify locations with utility companies prior to commencing demolition work.
- B. Maintain existing utilities serving adjacent occupied facilities and protect against damage during demolition operations.
- C. Notify proper utility agencies to confirm or arrange for shut-off of affected utilities. Disconnect and seal indicated utilities before starting demolition operations.
- D. In case of damage to existing utility lines caused by the execution of this work, immediately notify the appropriate utility agency, and repair said damage according to the requirements of the utility agency, at no additional cost to the City.

PART 2 - PRODUCTS

(Not applicable to this Section)

PART 3 - EXECUTION

3.1 EXAMINATION:

3.1.1 VERIFICATION OF CONDITIONS: Examine areas and conditions under which the work of this section will be performed. Commencement of work implies acceptance of all areas and conditions.

3.2 DEMOLITION:

3.2.1 POLLUTION CONTROLS: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt raising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Provide and pay for all water and necessary connections therefore.

3.2.2 GENERAL PROCEDURES:

- A. By careful examination of the plans, determine the location and extent of the demolition required.
- B. In company of ENGINEER, visit the site and verify the extent and location of the demolition required.
 - 1. Carefully identify limits of demolition.

2. Mark interface surfaces as required to enable workmen to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
1. Demolition plan shall be in accordance with the construction phasing/staging requirements set forth in the Supplementary Conditions.
 2. Where existing concrete sidewalk is to be retained for use, that portion shall not be damaged during the removal operations. Where designated on the plans, existing concrete and asphalt shall be sawcut to the lines and dimensions shown on the plans or as designated by ENGINEER.
- D. Demolish concrete in sections of limited size and area to minimize hazards.
- E. Break up and remove concrete slabs-on-grade, sidewalks ramps, driveways, parkways and miscellaneous placements within limit lines shown. Saw cut edges where adjacent materials are designated to remain.
- F. Unless otherwise noted, demolished material shall be considered to be property of CONTRACTOR and shall be completely removed from the project and disposed of by CONTRACTOR.
- G. Use means necessary to prevent dust becoming a nuisance to the public, to businesses, and to other work being performed on or near the site.

3.2.3 CLEARING AND GRUBBING:

3.3.1 POLLUTION CONTROLS: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt raising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Provide and pay for all water and necessary connections therefore.

3.3.2 GENERAL PROCEDURES:

- A. Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. ENGINEER will establish the limits for clearing and grubbing and designate all trees, shrubs, plants, concrete pads, and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of by CONTRACTOR.
- B. CONTRACTOR shall take all appropriate precautions to protect trees that are not marked for removal. All tree removals shall include pulling from the ground and removing the root ball (stump) of all removed trees. In no case will grinding the root ball be allowed. Removal of trees shall be included in the cost of Clearing and Grubbing.
- C. Where topsoil stripping requirements are not outlined, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for re-spreading on the project shall be piled within the construction limits delineated by ENGINEER. Where the plans call for permanent stockpiling of topsoil, the costs to haul and shape the material

to a drainable, mowable stockpile shall be included in the contract price for clearing and grubbing.

3.3.3 PROTECTION OF ITEMS TO REMAIN OR BE REINSTALLED

- A. Those items designated to be removed and reinstalled shall be carefully removed, stored, and protected from damage.
- B. Protection Trees to remain:
 - 1. Trees not designated to be removed shall be protected at all times during the entire contract period. No material or equipment shall be stockpiled in a manner that could cause damage to the trees.
 - 2. Any trees damaged or scarred during construction shall be repaired immediately by an approved tree surgeon. Where separating, exposing or damage to the root systems of trees designated to remain, remedial measures shall be taken immediately at the direction of ENGINEER to ensure the health of the tree. Trees designated to remain, but damaged beyond repair in the opinion of ENGINEER, shall be replaced with a similar size and species chosen by ENGINEER at CONTRACTOR's expense.

3.2.4 CLEANING: Clean adjacent finishes, structures, and improvements of dust, dirt, and debris caused by demolition operations, as directed by ENGINEER or governing authorities. Return adjacent areas to conditions existing prior to start of work.

3.2.5 BELOW-GRADE CONSTRUCTION:

3.2.6 GENERAL: Demolish and remove indicated below-grade improvements and non-soil materials encountered, except where specifically identified as items to remain.

3.2.7 BACKFILLING:

- A. Completely fill below-grade utility trenches, excavations, and voids resulting from demolition of structures, using material as specified in these specifications.
- B. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, trash, and debris.
- C. Place materials in horizontal layers not exceeding 8" in loose depth. Compact each layer of fill material to density required by these specifications.
- D. After fill placement, grade surface to meet adjacent contours.

3.3 DISPOSAL OF DEMOLISHED MATERIALS:

3.3.1 GENERAL: Remove debris, rubbish, and other materials resulting from demolition operations from site. Transport materials removed from demolished structures and legally dispose of offsite.

3.3.2 BURNING: Onsite burning of removed materials from demolished structures will not be permitted.

3.4 REPLACEMENTS

A. In the event of demolition of items not so scheduled to be demolished, CONTRACTOR shall promptly replace such items to the approval of ENGINEER and at no additional cost to OWNER.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Demolition will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 02400 - CONCRETE AND CONCRETE REPLACEMENT

TECHNICAL SPECIFICATIONS

- 1.0 SCOPE OF WORK
- 2.0 CITY DESIGN CONSTRUCTION STANDARDS AND SPECIFICATIONS
- 3.0 MATERIALS
- 4.0 EXECUTION
- 5.0 SPECIAL CONDITIONS
- 6.0 BASIS OF PAYMENT - CONCRETE

1.0 SCOPE OF WORK

The work shall consist of, but not be limited to, removal and replacement of the following: sidewalk, vertical curb and gutter, curbside, bike trail, modified curb and gutter, median curb and gutter, ramp drives, crosspans, handicap ramps, and truncated domes as shown on the plans.

2.0 CITY DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

Any and all materials required for this project shall be pursuant to the requirements of the City of Louisville, Colorado "Design and Construction Standards", adopted February 15, 1994 and the latest revisions thereto except as modified by these plans and/or specifications.

3.0 MATERIALS

CEMENT

All cement used in concrete work shall be Portland cement Type II or Type IIA conforming to all requirements of AASHTO M85. **Fly ash and water reducer shall not be permitted to be used as a substitute for any portion of the cement content required in the mix, unless otherwise approved by the City Engineer.**

The concrete mix shall not contain less than 660 lbs. (7 sacks) of cement per cubic yard.

WATER

Water used in mixing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, organic matter, or other substance injurious to the finished product. Water shall be in accordance with and shall meet the suggested requirements of AASHTO T26. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass, or other foreign materials. In addition the pH shall be between 4.5 and 8.5. Neutralization by chemical additives will not be permitted. Water known to be of potable quality may be used without test.

The water to cement ratio including surface water on the aggregates shall not exceed 0.45 upon placement of the concrete.

ADMIXTURES

Water Reducing Agent shall be incorporated in the dense medium strength concrete mix (CDOT Class D) for high-early mix only.

AIR-ENTRAINING AGENTS

An air-entraining agent shall be added to the concrete mixture. Air entraining admixtures shall conform to ASTM C260. All air-entraining agents shall be reasonably new material, thoroughly mixed and protected at all times from freezing. The air content in the concrete mix shall be 5 to 8 percent as determined by ASTM C231 or ASTM C173.

FINE AGGREGATE

- 1) Composition: Fine aggregate shall consist of natural sand, composed of clean, hard, durable, uncoated grains, preferably of siliceous materials.

	<u>Maximum Percent by Weight</u>
Clay Lumps	1.0
Coal, Lignite, or Shale	1.0
Material Passing No. 200 Sieve	4.0

The sum of the above materials and other deleterious substances such as shale, alkali, mica, coated grains, or soft and flaky particles shall not exceed four percent by weight.

- 2) Deleterious Substances: The maximum percentage of deleterious substances shall not exceed the following values:

	<u>Maximum Percent by Weight</u>
Material finer than 200 mesh sieve	3
Shale	1
Coal and lignite	1/4
Clay lumps	1
Other deleterious substances	2

The sum of the percentages of the above deleterious substances shall not exceed five percent (5%) by weight. All fine aggregate shall be free from injurious amounts of alkali and organic impurities.

- 3) Grading: Fine aggregate shall be well graded from coarse to fine, and when tested by standard laboratory sieves, shall conform to the following:

	<u>Percent by Weight</u>
Passing 3/8"	100
Passing No. 4 Sieve	95-100
Passing No. 16 Sieve	45-80
Passing No. 50 Sieve	10-30
Passing No. 100 Sieve	2-10

- 4) Other Requirements: The fine aggregate shall conform to AASHTO M6.

COARSE AGGREGATE

- 1) Composition: Coarse aggregate shall consist of crushed limestone, trap rock, granite, washed gravel or other approved inert materials having clean, hard, strong, durable pieces, free from adherent coatings and conforming to the requirements of these specifications.

- 2) Deleterious Substances: The maximum percentage of deleterious substances shall not exceed the following values:

	<u>Maximum Percent by Weight</u>
Material finer than 200 mesh sieve	1
Coal and lignite	1/4
Clay lumps	1/4
Soft fragments	3
Other deleterious substances	2

The sum of the percentages of the above deleterious substances shall not exceed five percent (5%) by weight.

- 3) Grading: Coarse aggregate shall be well graded between the limits specified and shall conform to the following requirements:

Nominal Maximum Maximum Size		Percentages by Weight Passing Standard Laboratory Sieve having Square Openings			
1 1/2"	1"	3/4"	1/2"	3/8"	No. 4
3/4"	100	90-100		20-55	0-10

Not more than 5% shall pass a No. 8 sieve.

- 4) Wear and Soundness: Coarse aggregates for concrete shall have a percentage of wear of not more than 40 when tested in accordance with AASHTO T96 or show a sodium sulfate loss not to exceed 12 percent (12%) when tested in accordance with AASHTO T104. The wear and soundness requirements may be waived, or modified, by ENGINEER provided that the coarse aggregate has a proven service record for similar service and exposure.
- 5) Other Requirements: Coarse aggregate shall conform to the requirements of AASHTO M80.

MIX DESIGN

A mix design is required to be made by a certified testing laboratory and submitted to ENGINEER for approval two weeks prior to the placing of any concrete. The minimum 28 day compressive strength shall be 4500 psi based on field cast cylinders. Compressive strength shall be as determined by ASTM C39. The maximum slump of the delivered concrete shall be 4". Batching proportions shall conform to the approved mix design. If any concrete fails to conform to the proportions of the approved mix design, such concrete shall not be incorporated in the work, but shall be discarded off the project site as waste material at CONTRACTOR's expense.

CONCRETE CROSSPANS

Regarding repair of crosspans, only one half of a crossspan shall be closed to traffic at any time unless secondary access is available to the streets and businesses impacted or unless otherwise approved by ENGINEER. When individual panels or when one half of a crossspan is constructed, CONTRACTOR shall provide high early strength concrete at no additional compensation.

HIGH EARLY MIX

CONCRETE MIX PROPORTIONS:

	<u>ASTM</u>	<u>Varies</u>	<u>Cubic Yard</u>	<u>Units</u>	
Cement	C150		705	lb	
Sand	C33		1210	lb	
#57/67 Agg.	C33		1770	lb	
AEA	C260	0 to 8 oz/cy	4.5	oz	
MRWR	C494	0 to 10 oz/cwt	50.0	oz	
HRWR	C494	0 to 10 oz/cwt	7.0	oz	
Hyd Stab.	C494	0 to 9 oz/cwt	0.0	oz	
Water	C94		266.6	lb	32 Gal

PHYSICAL PROPERTIES OF MIX

	<u>TARGET</u>
Slump	5.00-8.00"
Air content	4.5-7.5%
Unit Weight	143.30
Water/Cement Ratio	0.40 Max.
Yield	27

4.0 EXECUTION

CONCRETE REMOVAL

ENGINEER will delineate the limits to which the existing concrete is to be removed and replaced. Removal and replacement of existing concrete beyond the limits designated by ENGINEER shall be at CONTRACTOR's expense. The minimum length of replacement concrete shall be 5 feet on vertical curb and gutter and curbside and 4 feet on sidewalk. All removals shall be full depth saw cut or removed at existing cold or expansion joints. Sections of concrete that are removed shall be replaced the same day. When weather conditions restrict replacing sections of concrete the same day, lighted barricades must be provided.

Where repairs are made in existing concrete, all edges of the existing concrete and asphalt to remain shall be a full depth saw cut. No rough, chipped, or broken edges will be permitted where new construction joins old. CONTRACTOR shall maintain a straight, true break line. CONTRACTOR shall be responsible for removal and replacement of all overbreak. CONTRACTOR will be responsible for damage to existing asphalt and concrete adjacent to concrete replacement. Damages to existing asphalt and concrete due to CONTRACTOR's operations, shall be removed and replaced by CONTRACTOR at his expense.

No pruning shall be allowed wherever concrete is adjacent to hedges, evergreens, or other landscaping that overhangs existing concrete marked for replacement. CONTRACTOR shall tie back hedges, evergreens, or other landscaping.

CONTRACTOR shall not remove asphalt adjacent to concrete unless approved by ENGINEER. Saw cutting between existing asphalt and concrete for removal shall not be paid for separately but included in the work.

Prior to concrete removal, CONTRACTOR shall locate all water service and sewer service crossings where previously designated or inscribed on the curb and gutter. OWNER will paint water and sanitary sewer service crossings on non-inscribed concrete. CONTRACTOR shall inscribe on the curb face the service crossing locations with "V" for water services and "X" for sewer service.

If construction involves a driveway, CONTRACTOR shall schedule arrangements of construction with the resident.

CONTRACTOR shall properly dispose of broken concrete, unusable materials, and surplus excavated materials due to concrete replacement offsite the same day and the construction site shall be left clean and orderly. All parts of the construction site shall be left in a condition acceptable to ENGINEER. CONTRACTOR shall make all necessary arrangements for obtaining suitable disposal locations.

COMPACTION

All areas in which concrete has been removed shall receive compaction by vibrating, tamping, or combination to achieve the degree of compaction specified.

Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180.

The amount of water to be used in compacting all materials shall not deviate from optimum by more than two percentage points as determined by AASHTO T99 or AASHTO T180.

The percent of compaction specified shall be equal to or greater than minimum values as shown in the following table for the various classes of soil and type of compaction.

Soil Classification (AASHTO M145)	AASHTO T99	AASHTO T180
	Minimum Relative (Percent)	Minimum Relative (Percent)
A-1 through A-5		95
All Others	95	

Density testing will be performed by an independent soils testing firm employed by OWNER. Any and all retesting of soil to achieve required passing test results necessitated by CONTRACTOR's operations or inability to obtain specified results on the first attempt shall be the sole responsibility and cost of CONTRACTOR.

WATER QUALITY

CONTRACTOR shall provide labor, equipment, and materials required to contain concrete spoils, concrete slurry, dirt, tack, asphalt, construction debris, etc. and protect the City's storm sewer facilities from construction contaminants. CONTRACTOR shall promptly remove from the site any potential storm water contaminants. Removal and disposal methods shall meet local and state regulations.

AIR QUALITY

CONTRACTOR shall be responsible to see that dust from waste concrete be kept to a minimum during removal, loading, transferring, and disposal of concrete.

EXCAVATION

Excavation on concrete replacement shall be made to a minimum depth of 8 inches below the proposed concrete subgrade to provide a stable, uniform subgrade. All soft and yielding material shall be removed and replaced with acceptable material. **No separate payment will be made for excavation to depth mentioned and replacement of unacceptable material.** All excess excavated materials shall become the property of CONTRACTOR.

SUBGRADE PREPARATION AND FILL

Fill shall be placed in lifts, brought to proper moisture and compacted to the percent specified. CONTRACTOR will provide backfill material if required. CONTRACTOR will be responsible for loading, haul, installation and placing fill material, subgrade preparation, compaction, and grading.

BACKFILL AND LANDSCAPE RESTORATION

Upon removal of the concrete forms, all concrete replacement items shall be backfilled with suitable material (topsoil) and landscaping restored. CONTRACTOR shall restore the entire surface area that has been disturbed by the Work to match or improve the condition that existed prior to the construction. Elevated edges of landscaping, including garden beds, sod, mulch, etc., must be raked down to meet the new surface of the concrete.

Should CONTRACTOR fail to backfill and restore landscaping **within three (3) business days** after concrete placement. OWNER may backfill and restore landscaping at CONTRACTOR's expense or issue a stop work order or not authorize work beginning in the next phase. No additional contract time will be given.

Damaged sprinklers must be repaired by CONTRACTOR **within two (2) business days** of notification from ENGINEER or resident.

The landscaped area to be restored shall be 18" wide or as determined by ENGINEER. CONTRACTOR shall clean the area of all debris (e.g., concrete spoils, rocks, etc.) to a minimum depth of six (6) inches, prepare all edges to be clean and vertical, and backfill (place topsoil), compact, grade and restore landscaping (e.g., topsoil, sod, mulch, gravel, etc.). This landscape restoration is incidental to the concrete work performed; no separate payment will be made.

Topsoil shall consist of loose friable loam free of subsoil, refuse, stumps, roots, rocks, brush, weeds, heavy clay, hard clods, toxic substances, or other material which would be detrimental to its use for landscaping restoration. The topsoil placed shall be fine graded to eliminate rough and low areas, match existing levels profiles, contours, and ensure positive drainage prior to resodding.

Sod shall be placed behind all replaced concrete where it abuts existing grassed areas, as directed by ENGINEER. The minimum width of sodded areas (as measured perpendicular to the replaced concrete) shall be 18", unless otherwise approved by ENGINEER.

Sod shall be Colorado-grown, 100% certified Kentucky Bluegrass, or a mixture approved by OWNER. The sod source shall be made known to and approved by OWNER prior to installation.

Resodding shall be completed with sod of high quality and shall not be dried out or dying when placed. Resodding shall be rolled and thoroughly watered once by CONTRACTOR. CONTRACTOR shall notify the property owner in writing of the nature of the work that has been performed and inform the property

owner that the sod will only be watered once. The notification format shall be approved by ENGINEER prior to distribution to the property owner.

Mulch and gravel shall be replaced with similar material.

STREET BACKFILL – ASPHALT PATCHING

Excavations in paved streets caused by concrete replacement work shall be backfilled with 8" of approved base course material provided by CONTRACTOR and is incidental and shall be merged into the pay items shown in the Schedule of Unit Prices.

Upon removal of the forms, CONTRACTOR will be responsible for loading, haul, installation and placing fill material, compaction, and grading to the existing street surface and maintained until hot asphalt patching is installed.

Hot asphalt patching shall occur at concrete replacement locations after 7 days but not more than 14 days after concrete placement and continue as construction progresses unless otherwise directed by ENGINEER.

READY-MIXED CONCRETE

All concrete shall be ready-mixed in accordance with ASTM C94 and shall conform to the requirements of these specifications.

Ready-mixed concrete shall be continuously mixed or agitated from the time the water is added until the time of use. The concrete shall be completely discharged from the truck mixer or truck agitator within one and one half (1 1/2) hours or before the drum has revolved 300 revolutions after the cement comes in contact with the mixing water, or with the aggregates (retempered concrete shall not be allowed).

The 90 minute time limit for mixer or agitating trucks may be extended to 120 minutes if:

- (1) No water is added after 90 minutes.
- (2) The concrete temperature prior to placement is less than 90° F.

CONTRACTOR shall collect delivery or batch tickets from the ready-mix driver for all concrete used on the project and submit them to ENGINEER daily. Batch tickets shall provide the following information:

- Weight and type of cement
- Weights of fine and coarse aggregates
- Weight (or gallons) of water, including surface water of aggregates and water added by the truck
- Quantity (cu. yd.) of batch
- Times of batching and discharging of the concrete
- Name of batch plant
- Name of CONTRACTOR
- Starting revolution count
- Name and amount of all admixtures used
- Date
- Truck number

Deletion of any item listed above for inclusion on the batch ticket shall be cause for rejection of the entire load of concrete.

PLACING CONCRETE

Before placing concrete, debris shall be removed from the space to be occupied by the concrete, and the forms, including any existing concrete surfaces, shall be thoroughly wetted. Concrete shall not be placed until all forms and reinforcing steel have been inspected and approved by ENGINEER.

The concrete temperature shall be between 50° F and 90° F at time of placement. If the concrete does not fall within the specified temperature range, the concrete shall not be used or placed on the project and shall be immediately returned to the batch plant or an appropriate dumpsite.

Concrete shall be placed in a manner that will avoid segregation and shall not be dropped freely more than five (5) feet. If segregation occurs, ENGINEER will require the concrete to be removed and replaced at CONTRACTOR's expense. Concrete shall be placed monolithically in one continuous operation, except where keyed or doweled construction joints are shown on the plans or as approved by ENGINEER. Delays in excess of 30 minutes shall require removal and replacement of that pour, at CONTRACTOR's expense.

Concrete shall not be placed on soft, spongy, frozen, or otherwise unsuitable subgrade. The finished subgrade shall be kept smooth and compacted prior to placing concrete.

WORKABILITY

The consistency of concrete shall be kept uniform for each class of work and shall be checked by means of slump tests conforming to ASTM C143. **NO WATER MAY BE ADDED AT THE JOB SITE WITHOUT THE PERMISSION OF ENGINEER.** If approval is obtained and water is added at the job site, the concrete shall be mixed for not less than 20 revolutions. The added water shall not cause the water/cement ratio to exceed 0.51 and shall not cause the maximum slump to be exceeded. Slump tests shall be run and test cylinders cast following the addition of the water as required by ENGINEER. Any expense incurred, in excess of ordinary tests, in such testing will be borne by CONTRACTOR.

PUMPING CONCRETE

Pumping of concrete shall be permitted.

SAMPLING

1. AGGREGATE: CONTRACTOR shall, before starting concrete work, furnish representative samples of concrete aggregate proposed for use to a testing laboratory designated by ENGINEER and sampled in accordance with ASTM D75.
2. CONCRETE: Concrete shall be sampled in accordance with ASTM C172, "Sampling Fresh Concrete".

FIELD QUALITY CONTROL

1. General: An approved testing laboratory shall perform all testing, with the exception of slump tests. The following tests and procedures are subject to change during construction at the discretion of OWNER's Representative.
2. Test Priority: Control tests shall be used to determine the concrete quality throughout the project, however, special tests shall have precedence over control tests, and core tests shall have precedence over all previous tests.

3. Control Tests: Control tests of concrete work shall be made at such times and in such manner as directed by OWNER's Representative at the expense of OWNER. Each test shall consist of 4 standard 6" test cylinders cast and cured in accordance with C31 and C172. One cylinder shall be broken at the end of 7 days after placing, two cylinders shall be broken at the end of 28 days after placing and the remaining cylinder shall be stored until their disposition is determined by OWNER's Representative. The remaining cylinder will be broken only when the previous test reports indicate unsatisfactory results. OWNER's Representative reserves the right to stop all future concrete work when the 7- or 28-day tests indicate unsatisfactory results; until, in his opinion, proper corrective measures have been taken to assure quality concrete in future work. Tests shall be made at the time test cylinders are taken, and recorded on the reports to determine the slump, air content, unit weight, and temperature of the concrete. All tests shall be made in accordance with C39, C138 or C231. Minimum 28-day compressive strength shall be **4500 psi**, based on field cast cylinders.

CONCRETE THICKNESS

It is the intent of the specifications that concrete shall be constructed in accordance with the thickness requirements of the plans and specifications. Tolerances allowed for subgrade construction and other specification provisions, which may affect thickness, shall not be construed to modify such thickness requirements. Thickness measurements will be made at the rate of not less than one measurement for each one 500 linear feet or fraction thereof, of concrete placed. Insufficient thickness from 0.20 to 0.60 inches will be price reduced for each lot of 500-foot, in accordance to PRICE REDUCTIONS.

If the concrete is deficient by more than 0.6 inches, additional measurements will be made to identify the boundary of insufficient thickness. The boundary shall be at longitudinal or transverse joints and pavement edges. After the deficient area is identified, ENGINEER will determine as to whether the concrete shall remain in place or be removed in accordance with the following procedures:

- a. CONTRACTOR shall, at his expense, remove and replace the concrete in the area determined by ENGINEER with new concrete meeting the thickness requirements. Subgrade shall be lowered as necessary to meet full thickness requirements.
- b. CONTRACTOR shall leave the concrete in place without payment if it meets all of the other requirements.

COMPRESSIVE STRENGTH

When a compressive strength test fails below the specified 28-day compressive strength on field cast cylinders, ENGINEER shall make a determination whether the concrete shall be removed and replaced or allowed to remain in place. This determination shall be based on an evaluation of the durability and other qualities of the concrete necessary to the integrity of the pavement. If after review, the concrete is allowed to remain in place, price reductions for each lot of 100 cubic yards or fraction thereof, will be in accordance with PRICE REDUCTIONS.

REINFORCING STEEL (DOWELS)

Reinforcing steel dowels are required at all concrete replacement items.

- 1) Bars: Reinforcing steel bars shall conform to the requirements of the "Standard Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement" of ASTM. Bars shall be new billet steel conforming to AASHTO M31. Bars shall be #4 rebar with minimum lengths of 18 inches.
- 2) Placing: Reinforcing steel, before being placed, shall be thoroughly cleaned of coatings that will destroy or reduce bond. A light coating of rust may be allowed by ENGINEER. Reinforcement shall be carefully formed to the dimensions indicated on the Plans. It shall not be bent or straightened in a manner that will injure the material. THE USE OF HEAT IN BENDING BARS SHALL NOT BE PERMITTED. Bars with kinks or bends not shown on the plans shall not be used. All reinforcing steel shall be placed in the position and at the spacing shown on the plans with the tolerance specified in ACI 301 Section 5.4.

FIBERMESH

- 1) Fibermesh: Concrete Engineered Reinforcing Fibers shall be commercial grade, 100% virgin polypropylene, collated, fibrillated fibers from Fibermesh Co. or approved equal. Fibermesh shall be used in all concrete as indicated on the detail drawings or as specified. Fibermesh fibers shall be added to the concrete mix at the rate of 1 1/2 lbs. per cubic yard of concrete.

FORMS

Forms shall be straight and true and conform to the shape, lines, and dimensions as shown on the plans. Damaged forms shall be rejected and replaced. Approved flexible forms shall be used for construction where the radius is 150 feet or less. Unexposed surfaces shall have forms of No. 2 common (or better) lumber. Forms shall not be disturbed until the concrete has adequately hardened. In no case shall the minimum time between placing concrete and removal of forms be less than 12 hours.

JOINTS

EXPANSION JOINTS

Expansion joint materials: expansion joints shall be constructed with preformed cork expansion joint filler, conforming to Federal Specification MR-F-341, or wood fiberboard conforming to AASHTO Designation M59. Expansion shall extend to the full depth of the concrete sections. All expansion joints shall be one-half inch (1/2") thick, unless otherwise stated.

Expansion joint material shall be one half inch preformed joint filler (Bituminous Type) and shall be provided as shown on the plans or as directed by ENGINEER. Expansion joints shall be installed at existing joints, structures, PCRs, every 100 feet, and as shown on the plans or as directed by ENGINEER.

On new sidewalk, storm sewer Type R inlets, bike path installation, and at 18" median curb and gutter/median cover interface, expansion joint material shall be installed with a removable plastic spacer cap to be removed prior to joint sealing. Joints shall be sealed a minimum depth of one half inch with Sonneborn Sonolastic SL 1 one-part self-leveling polyurethane sealant (Color - gray) or approved equal.

CONTRACTION JOINTS

Transverse joints shall be placed at maximum intervals of ten (10) feet to control random cracking. The joints shall be formed, sawed, or tooled to a minimum depth of one-quarter ($1/4$) of the total thickness.

If divider plates are used, the maximum depth of plates shall not be greater than one-half ($1/2$) the total thickness.

The joints shall be finished with a jointer having a width no greater than $5/16$ inch and a depth not less than $3/4$ inch. A maximum joint width at the finished surface shall be no greater than $5/16$ inch. **Jointing tools shall be in good condition. Worn or damaged jointing tools shall be rejected and replaced.**

Contraction joints must be straight ($\pm 1/4$ ") and perpendicular ($\pm 1/2$ ") to the longitudinal axis of work. If contraction joints are not provided as specified, CONTRACTOR shall saw cut contraction joints as directed by ENGINEER.

SAW CUT JOINTS

Contraction joints in bike paths shall be saw cut a minimum of $1/8$ " wide and $1/3$ of the depth; no tooled joints will be permitted. Saw cut joints are required at 8-foot intervals for 8-foot wide paths and at 10-foot intervals for 10-foot wide paths, as directed by ENGINEER. Joints shall be saw cut within 24 hours of construction.

TOOL JOINTS

Tool joints shall be spaced as follows:

- 1) Not more than ten (10) feet nor less than five (5) feet apart in curb and gutter and curbwalk.
- 2) Not more than five (5) feet nor less than four (4) feet apart in sidewalk.
- 3) In ramp drives as shown on the details.
- 4) To match existing adjacent concrete.
- 5) As directed by ENGINEER.

FINISHING

Exposed faces of concrete shall be finished to true lines and grade as shown on the plans. The surface shall be floated, troweled, edged, and broomed. The completed surface shall have a light/medium broomed surface. CONTRACTOR shall provide an ACI Flatwork Certified Finisher on each crew performing concrete finish work.

No dusting or topping of the surface, or sprinkling with water retardant, or evaporation reducer to facilitate finishing shall be permitted.

All concrete spoils and overburden that accumulates on existing concrete and asphalt from concrete replacement shall be removed immediately after concrete finishing.

MARKINGS

The letters "W" and "S" or "V" and "X" shall be stamped in the face of the curb at the locations marked by ENGINEER to designate a water service or sanitary service, respectively. The letters shall be 3 inches long by $1/2$ inch deep.

CURING

All concrete, regardless of temperature, weather, or season, shall be protected from premature drying for a period of not less than seven (7) days after the concrete is placed, except that where concrete is being protected from freezing, the time period for concrete saturation shall be one (1) day less than that of the frost protection.

The application rate shall be as per manufacturer's recommendation (approximately 150 sq. ft./gal.). Curing will not be required longer than 72 hours if high-early strength concrete is used. It shall be CONTRACTOR's responsibility to protect the concrete being cured, from the elements, traffic, and vandalism. Curing methods applied to other surfaces shall be applied to those surfaces covered by forms as soon as the latter are removed. Inadequate protection by CONTRACTOR shall be cause for suspension of the Work and damaged concrete shall be replaced at the expense of CONTRACTOR.

CURING NON-PIGMENTED CONCRETE

Clear pigmented, liquid, membrane-forming compounds shall conform to ASTM C309, Type I, Class A and B, AASHTO M148, and meet local, state, and federal VOC and air quality regulations.

HOT AND COLD WEATHER REQUIREMENTS

COLD WEATHER PROTECTION

When concrete is placed when ambient temperatures are expected to fall below 40° F, CONTRACTOR shall provide satisfactory methods and means to protect the mix from injury by freezing.

Aggregates and mixing water shall be heated to a temperature of at least 70° F, but not more than 150° F. The aggregates may be heated by either steam or dry heat. Heating equipment or methods which alter or prevent the entrainment of the required amount of air or which develop hot spots in the aggregate shall not be used. Placing of concrete may be started in the morning if CONTRACTOR desires but shall be discontinued at 3 P.M. of the same day if freezing weather threatens. The concrete or aggregates shall be protected during transit, mixing, and before and after placing, as directed by ENGINEER, to retain all heat possible in the concrete mix.

After the concrete has been placed, CONTRACTOR shall provide sufficient protection such as insulating blankets, canvas, framework, heating apparatus, etc., to enclose and protect the concrete and maintain the temperature of the concrete at not less than 50° F for 7 days.

Cold weather protection shall not be paid for separately but be included in the work.

Except as provided above, cold weather concreting shall be in accordance with ACI 306. If in the opinion of ENGINEER, the protection provided is inadequate, concreting shall cease until conditions or procedures are satisfactory to ENGINEER.

HOT WEATHER CONCRETING

The placement of concrete in hot weather shall comply with ACI 305.

MISCELLANEOUS

FINAL SURFACE TEST

Prior to acceptance of the work, CONTRACTOR shall test the surfaces with a 10' straightedge. All surfaces varying more than 1/8" from line and grade of the correct surface shall be removed and replaced by CONTRACTOR at his expense.

Any areas which hold or cause water to pond shall be removed and replaced at the expense of CONTRACTOR.

REPAIRS

If after stripping of forms, any concrete is found to be not formed as shown on the plans, is out of alignment or level, or shows a defective surface, it shall be considered as not conforming with the intent of these Specifications and shall be removed and replaced by CONTRACTOR at his expense.

CONNECTION WITH EXISTING SIDEWALKS

Where new sidewalk construction abuts existing sidewalks, the work shall be accomplished so that no change in grade results.

OPENING TO TRAFFIC

Walks shall not be opened to pedestrian traffic for at least twenty-four (24) hours after placement. Driveways, curb and gutter, and crosspans shall not be opened to vehicular traffic for at least seven (7) days after placement. CONTRACTOR shall provide and maintain suitable barricades to comply with foregoing requirements.

CONTRACTOR, with approval of ENGINEER may use high early for ramp drives. There will be no additional payment to CONTRACTOR for the use of high early concrete.

PRICE REDUCTIONS

Insufficient thickness and compressive strengths shall be subjected to price reductions at the following rates:

Average Thickness Deficiency (inches)	Price Reduction* %
0.00 to 0.20	0
0.21 to 0.30	10
0.31 to 0.40	15
0.41 to 0.50	25
0.51 to 0.60	30

* Price reduction is equal to the full price of the entire pavement system. Price reductions reflect reduced fatigue life as a result of the deficiency.

Percent of Specified 28-Day Compressive Strength*	Price Reduction** %
100	0
95	0
94	3
93	6
92	9
91	12
90	15
89	18
88	21
87	24
86	27
85	30

* Strengths less than 85 percent of the design strength shall be removed and replaced.

** Price reduction is equal to the full price of the entire pavement system. Price reductions reflect reduced fatigue life as a result of the deficiency.

5.0 SPECIAL CONDITIONS

TREE ROOT REMOVAL

When any tree roots are encountered during construction operations, CONTRACTOR shall immediately notify ENGINEER prior to the disturbance of any of the roots. ENGINEER shall then make a determination regarding removal. In the locations where trees roots are anticipated, CONTRACTOR shall take the necessary precautions to prevent any damage to the root with tools or equipment.

Tree roots shall not be removed or disturbed unless directed by ENGINEER. Tree roots shall be removed with a sharpened, sanitized saw to leave the freshly cut root surface in a clean and smooth condition. Axes, backhoes, bobcats, and other blunt objects shall not be used to remove the tree roots.

PIGMENTED/PATTERNED CONCRETE

An air-entraining agent complying with ASTM C-260 and/or a normal set or retarded-set water-reducing admixture complying with ASTM C-494 may be used, but nothing containing calcium chloride is permitted in the mix. Air-entrainment shall be five (5) to eight (8) percent. Concrete mix design shall be as follows:

MIX PROPORTIONS:

Materials:	Type or Size	ASTM Standard	Design Weights per Cubic Yard

Total Cementitious Cement	1-2	C-150	705 lb. min.
SCM		C-618	100 % min.
Total Aggregate			0 % max.
Coarse Aggregate	#8	C-33	2725 lb.
Int. Aggregate		C-33	35-40 %
Fine Aggregate	Sand	C-33	
AEA		C-260	60-65 %
WRA	A	C-494	0.5 oz.
MRWR	A	C-494	oz/cwt
HRWR	F	C-494	oz/cwt
Water	City	C-94	oz/cwt
Special Material			320 lb. 38.4 gal.

The above weights are based upon aggregates in a saturated, surface dry (SSD) condition. Batch plant corrections must be made for moisture in aggregates. Mix proportions may be adjusted in accordance with ACI 301-05, section 4.2.3.5.

PATTERN

While the concrete is still in the plastic stage BRICKFORM ANTIQUE POWDER RELEASE BLACK shall be applied and imprinted with a BRICKFORM BASKET WEAVE NEW BRICK to make the desired pattern surface. **The pattern-forming tool shall be supplied by and returned to the City.** Pattern-forming tool shall be replaced when damaged or lost when in the Contractor's possession. The concrete shall be imprinted with the long dimension of each brick perpendicular to the back of curb line.

Patterned Concrete – Aggregates shall conform to ASTM C33 and be less than 3/8 inch. Mixing water shall be fresh, clean, and potable. An air-entraining agent complying with ASTM C260 or a normal-set or retarded-set water-reducing mixture complying with ASTM C494 may be used. Nothing containing calcium chloride is permitted in the mix. **Patterned Concrete shall be Soloman No. 417 (Brick Red) Colors Inc. or approved equal.**

Patterned Concrete shall be colored integrally. Pigment shall be added by weight directly into the mixer along with the aggregate, cement, and water. While adding color, the transit mixer should operate at charging speed or at mixing speed for 5 to 10 minutes or from 50 to 100 revolutions. Design slump shall be 2 inches. Field slump shall be within ¾ inch of design slump. The mix shall be placed and struck off to the proper grade and wood floated to a uniform surface.

There will be no separate payment for concrete pigmentation.

TEST SECTIONS

When pigmented concrete is specified, the Contractor shall provide and place a minimum of 3 pigmented concrete test sections, apply a medium broom finish and cure compound sealer on a 4 foot x 4 foot test panel for approval by the OWNER prior to commencing the work. The location of constructing the pigmented concrete test sections will be on City of Louisville property in an area designated by the Engineer. If the test panels are unacceptable to the OWNER, the Contractor shall construct additional test panels until the correct color and finish is approved by the OWNER. The Engineer requires a 3-day review and approval of the concrete test sections. Labor and equipment used on the test panel shall be the same as that used in the final construction of the pigmented concrete. Contractor shall submit the concrete mix designs to the ENGINEER for approval prior to test panel placement.

CURING PIGMENTED CONCRETE

All pigmented concrete shall be cured with BRICKFORM Satin Cure and Seal 1315 or approved equal. All concrete, regardless of temperature, weather or season, shall be protected from premature drying for a period of not less than seven (7) days after the concrete is placed, except that where concrete is being protected from freezing, the time period for concrete saturation shall be one (1) day less than that of the frost protection.

The application rate shall be as per manufacturer's recommendation. Curing will not be required longer than 72 hours if high-early strength concrete is used. It shall be the Contractor's responsibility to protect the concrete being cured from the elements, traffic and vandalism. Curing methods applied to other surfaces shall be applied to those surfaces covered by forms as soon as the latter are removed. Inadequate protection by the Contractor shall be cause for suspension of the Work and damaged concrete shall be replaced at the expense of the Contractor.

Curing compound shall be applied to the surface of existing (remaining) patterned concrete and the proposed patterned concrete.

EXPOSED AGGREGATE CONCRETE MIX DESIGN

An air-entraining agent complying with ASTM C260 and/or a normal set or retarded-set water-reducing admixture complying with ASTM C494 may be used, but nothing containing calcium chloride is permitted in the mix. Air-entrainment shall be five (5) percent (± 2). Concrete mix design shall be as follows:

MIX PROPORTIONS:

(Per Cubic Yard of Concrete)		
Cement	ASTM C150	564 lb
Sand	ASTM C33	1075 lb
Size #57 Agg.	ASTM C33	1100 lb
Size #4 Agg.	ASTM C33	900 lb
AEA	ASTM C260	6.2 oz
Water	ASTM C94	275 lb (33.0 gal)

EXPOSED AGGREGATE SURFACE RETARDANT

Surface retarding agent for exposed aggregate concrete shall be "Retard-X" SRO-5 manufactured by Protex Industries, Inc., Denver, Colorado, or approved equal. Approved equal products shall meet the following composition and material requirements: the retarding agent shall be that which retards the set of the concrete matrix on the surface to allow for the exposing of the aggregate, containing thixotropic agents, and shall be in a liquid form.

EXPOSED AGGREGATE CONCRETE ETCHER

Exposed aggregate concrete etcher and cleaner shall be 5% muriatic acid solution. Acid neutralizer shall be sodium bicarbonate.

EXPOSED AGGREGATE ACRYLIC SEALER

Exposed aggregate acrylic sealer shall be "Acry-seal" manufactured by Protex Industries, Inc., Denver, Colorado, or approved equal meeting ASTM D156 and C309. Approved equal products shall meet the following composition and material requirements: the acrylic sealer shall contain a selected acrylic resin that resists yellowing and is suspended in a mineral carrier. The sealer shall be that which is used as a cure and seal on exposed aggregate concrete that is subject to abrasion and spillage of common chemicals and deicers.

JOINT SEALER

Cold-applied joint sealer shall be of such character that a homogeneous mix can be obtained by combining the separate substances, either mechanically or manually, without having to heat the blended material above a temperature of 100° F. The material shall pour or extrude readily at a temperature of 70° F immediately after preparation for use and shall remain in a condition suitable for application for at least one hour. Joint sealant shall be Sonolastic SL1 or approved equal.

RESIDENT/BUSINESS/RTD/TRASH NOTIFICATION

At least seven (7) calendar days prior to the start of construction at each location, CONTRACTOR shall notify in writing the residents or businesses adjacent to the work. The notification shall use CONTRACTOR's letterhead, follow the template from section GC-2 (Preliminary Matters), and include a description of the work, a schedule for completion of the work, and the name and phone number of the CONTRACTOR's contact person. **The notification format shall be approved by ENGINEER prior to distribution and notice shall be given to ENGINEER when notifications are distributed.**

CONTRACTOR shall notify RTD (michelle.sims@rtd-denver.com and lindsey.smith@rtd-denver.com) a minimum of 10 business days before construction at bus stop locations. RTD will post rider alerts and coordinate removal and reinstallation of bus stop signs.

CONTRACTOR shall notify trash companies a minimum of 7-calendar days prior to construction and coordinate pickup for impacted residents and businesses.

CONCRETE MIXER TRUCKS

Concrete Mixer trucks shall be restricted to public roadways when transporting concrete material within the City of Louisville. Concrete material delivery to Parks and Recreation Concrete Replacement shall accomplished utilizing a concrete buggy, unless otherwise approved by OWNER.

6.0 BASIS OF PAYMENT - CONCRETE

The entire cost of the work and material necessary to complete all items in the Schedule of Unit Prices, shown or implied or specified herein shall be included and merged into the pay items shown in the Schedule of Unit Prices. All associated work necessary for the proper and complete installation of this project and associated bonding, maintenance, and guarantees shall be merged into the pay items shown in the Schedule of Unit Prices. All payments shall be subject to the conditions of these specifications.

BACKFILL AND LANDSCAPE RESTORATION shall include but not limited to backfill, compaction, topsoil, grading, sod, seed/mulch, and sprinkler system repairs. BACKFILL AND LANDSCAPE RESTORATION is incidental and shall be merged into the pay items shown in the Schedule of Unit Prices, unless otherwise noted.

All vertical rebar grade stakes and form stakes during construction shall be guarded with OSHA approved rebar safety caps. No separate payment will be made for rebar safety caps but shall be included in the work.

Front face and back forms shall be used for handicap ramp concrete vertical curbhead construction.

No payment will be made for full depth saw cut for concrete removal, but shall be included in the work.

No payment will be made for any removal beyond the limits marked by ENGINEER.

Payment for concrete shall include the cost of fibermesh reinforcement at crossspans, ramp drives, and alley aprons. Fibermesh reinforcement is required for 8" Concrete.

No separate payment will be made for inscribing curb face at water and sewer service crossings, but shall be included in the work.

No separate payment will be made for steel reinforcement but shall be included in the work.

No separate payment will be made for cold weather protection, expansion material, pigmentation, curing compound, sealant and incidentals but shall be included in the work.

Minor items and minor details are not listed but shall be part of the complete contract.

No additional payment will be made to CONTRACTOR for the use of high early strength concrete, unless otherwise noted.

No additional payment will be made to the contractor for the use of concrete shuttle buggies and shall be incidental and included in the work.

The following items in this section are representative of all work items required and therefore are not referred to by proposal or item number for each individual work item.

MOBILIZATION

1. Scope of Work

This item consists of the mobilization of personnel, equipment, and supplies to the project sites. This item also includes obtaining of all permits and conformance to all permit requirements, bonds, insurance, public and media relations, administrative items, furnishing and erecting temporary construction facilities, project signs, and all other work and operations that must be performed or costs incurred before beginning work on the project site, as well as demobilization and project closeout, all as required for the complete and proper performance and completion of the work. All gasoline, oil, fuel hydraulic fluids, and other contaminating fluids shall be properly removed and disposed of offsite. No objectionable materials shall be allowed to blow from, wash off, or drain off of the staging area onto adjacent property.

2. Method of Measurement and Payment

Payment will be made based on the lump sum price in the Bid Form.

Bid price for mobilization shall not exceed, in any case, 6% of the total bid price (Excluding Force Account items, erosion control, and traffic control items) for the project.

EROSION CONTROL

1. Scope of Work

This work shall consist of furnishing all labor, materials, equipment, installation and removal of curb socks, concrete washout, silt fence, and other BMPs as required by the Project Manager. CONTRACTOR shall provide submittal sheet for approval of BMPs as requested.

2. Method of Measurement and Payment

Payment shall be made on a lump sum basis and shall be full compensation for all work necessary to complete the item.

UNCLASSIFIED EXCAVATION

1. Scope of Work

This work shall consist of furnishing all labor, materials, equipment for UNCLASSIFIED EXCAVATION and shall include removal, loading, haul and disposal of existing vegetation, landscape, rock, landscape fabric, soil and other miscellaneous material to the depth of final finished subgrade of 12" maximum and/or as specified on the drawings and details. Work shall also include cuts and fills and grading to construct final finished subgrade as specified on the drawings.

2. Method of Measurement and Payment

Payment will be made on a field measured removed square yard basis. Payment for UNCLASSIFIED EXCAVATION and shall be full compensation of all work necessary to complete the item.

No payment will be made for over excavation beyond plan limits.

IMPORTED BORROW (COMPLETE IN PLACE)

1. Scope of Work

This work shall consist of furnishing all labor, materials, equipment, loading, haul, placing, shaping, and compaction of IMPORTED BORROW (COMPLETE IN PLACE). Imported Borrow shall be **recycled concrete base** course and conform to the requirements of Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition Class 6 Classification for Aggregate Base Course Section 703. Samples and test data on material to be used shall be submitted to the Engineer stating the borrow meets these requirements.

2. Method of Measurement and Payment

Payment will be paid by the ton for IMPORTED BORROW (COMPLETE IN PLACE) and shall be full compensation for all work necessary to complete the item.

STRUCTURAL EXCAVATION AND BACKFILL (COMPLETE IN PLACE)

1. Scope of Work

This work shall consist of furnishing all labor, materials, equipment, excavation, loading, haul, and disposal for STRUCTURAL EXCAVATION AND BACKFILL (COMPLETE IN PLACE) to remove unsuitable foundation material. Upon direction of ENGINEER, CONTRACTOR shall excavate additional material to a depth specified by ENGINEER that may be required below the limits of EXCAVATION (8"). The provisions of this section will only be implemented in areas designated by ENGINEER where subgrade is determined unsuitable. All material removed shall become the property of CONTRACTOR and shall be properly disposed of outside the limits of the project at no additional cost.

This work shall also include furnishing all labor, material, equipment, loading, haul, placing, and

compaction of STRUCTURAL EXCAVATION AND BACKFILL (COMPLETE IN PLACE). Backfill shall be **recycled concrete base** course and conform to the requirements of Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition Class 6 Classification for Aggregate Base Course Section 703. Samples and test data on material to be used shall be submitted to ENGINEER stating the backfill meets these requirements.

2. Method of Measurement and Payment

Payment will be made on a per cubic yard basis. Quantity will be determined by ENGINEER, on an in-place volume prior to removal. Payment for STRUCTURAL EXCAVATION AND BACKFILL (COMPLETE IN PLACE) shall be full compensation for all work necessary to complete the item.

REMOVE 6" CONCRETE

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of concrete, excavation, load, haul, disposal, incidentals and construction necessary to REMOVE 6" CONCRETE to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for REMOVE 6" CONCRETE, REMOVE 8" CONCRETE will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item.

4" CONCRETE

4" PATTERNED CONCRETE (PIGMENTED)

6" CONCRETE

8" CONCRETE WITH FIBERMESH

10" CONCRETE WITH FIBERMESH

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, *removal* of subgrade material, excavation, concrete *removal*, load, haul, disposal, subgrade preparation, furnish and install fill material, compaction, backfill, grading, concrete, admixtures, fibermesh, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to *install*:

- 4" CONCRETE
- 4" PATTERNED CONCRETE (PIGMENTED)
- 6" CONCRETE
- 8" CONCRETE WITH FIBERMESH
- 10" CONCRETE WITH FIBERMESH

to the limits as shown on the plans and as directed by ENGINEER.

2. Method of Measurement and Payment

Payment for the below items will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item:

- 4" CONCRETE
- 4" PATTERNED CONCRETE (PIGMENTED)

- 6" CONCRETE
- 8" CONCRETE WITH FIBERMESH
- 10" CONCRETE WITH FIBERMESH

6" CONCRETE VERTICAL CURBHEAD

18" MEDIAN CURB AND GUTTER

24" VERTICAL CURB AND GUTTER

30" VERTICAL CURB AND GUTTER

30" VERTICAL CURB AND GUTTER (10")

30" MODIFIED CURB AND GUTTER

6'-6" X 6" CURBWALK

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, *removal* of subgrade material, excavation, concrete *removal*, load, haul, disposal, subgrade preparation, furnish and install fill material, compaction, backfill, grading, rebar, concrete, admixtures, expansion material, curing compound, sealant, incidentals and construction necessary to *install*:

- 6" CONCRETE VERTICAL CURBHEAD
- 18" MEDIAN CURB AND GUTTER
- 24" VERTICAL CURB AND GUTTER
- 30" VERTICAL CURB AND GUTTER
- 30" VERTICAL CURB AND GUTTER (10")
- 30" MODIFIED CURB AND GUTTER
- 6'-6" X 6" CURBWALK

to the limits as shown on the plans and as directed by ENGINEER.

2. Method of Measurement and Payment

Payment for the below items will be made on a field measured lineal foot basis and shall be full compensation for all work necessary to complete the item:

- 6" CONCRETE VERTICAL CURBHEAD
- 18" MEDIAN CURB AND GUTTER
- 24" VERTICAL CURB AND GUTTER
- 30" VERTICAL CURB AND GUTTER
- 30" VERTICAL CURB AND GUTTER (10")
- 30" MODIFIED CURB AND GUTTER
- 6'-6" X 6" CURBWALK

CURB RAMP (TY2 TYPICAL) 4'
CURB RAMP (TY 2) 5'
CURB RAMP (TY 2 M.I.) 5'
CURB RAMP (TY 2 M.B.) 5'
CURB RAMP (TY 2 TYPICAL) 5'
CURB RAMP (TY 2) 6'

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, *removal* of subgrade material, excavation, concrete *removal*, load, haul, disposal, subgrade preparation, furnish and install fill material, compaction, backfill, grading, concrete, admixtures, truncated domes, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to *install*:

- CURB RAMP (TY2 TYPICAL) 4'
- CURB RAMP (TY 2) 5'
- CURB RAMP (TY 2 M.I.) 5'
- CURB RAMP (TY 2 M.B.) 5'
- CURB RAMP (TY 2 TYPICAL) 5'
- CURB RAMP (TY 2) 6'

to the limits as shown on the details and as directed by ENGINEER.

Work outside of the limits of the pay area as shown on the details will be paid separately from this item.

2. Method of Measurement and Payment

Payment will be made on a per each basis and shall be full compensation for all work necessary to complete the item.

TRUNCATED DOMES

1. Scope of Work

This work shall consist of furnishing all labor, materials, equipment, trimming, cutting, sealer and incidentals to TRUNCATED DOMES. Work shall be done in accordance with these specifications or as designated by the Engineer.

Materials – Truncated Dome Materials to be used shall be 24" x 24" and 30" x 24" Cast Iron Detectable Warning Plate with Polyester Powder Coating, Red Color manufactured by East Jordan Iron Works, or approved equal.

2. Method of Measurement and Payment

Payment will be made on a field measured square foot basis for TRUNCATED DOMES and shall be full compensation for all work necessary to complete the item.

6" CONCRETE RETAINING WALL (VARIABLE HEIGHT)

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of subgrade material, excavation, load, haul, disposal, furnish and install fill material, compaction, backfill, grading, concrete, admixtures, expansion material, forms, rebar, curing compound, sealant, incidentals and construction necessary to provide 6" CONCRETE RETAINING WALL (VARIABLE HEIGHT) to the limits as shown on the plans and as directed by the Engineer. All walls shall have chambered edges as directed by the Engineer.

2. Method of Measurement and Payment

Payment for 6" CONCRETE RETAINING WALL (VARIABLE HEIGHT) will be made on a field measured cubic foot basis and shall be full compensation for all work necessary to complete the item.

EPOXY CHIP REPAIR

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment necessary to provide EPOXY CHIP REPAIR to the limits shown on the plans and as directed by the Engineer. Repair material shall be DAYTON SUPERIOR HD-50 GROUT or approved equal, and installed per the manufactures specifications.

2. Method of Measurement and Payment

Payment for EPOXY CHIP REPAIR shall be made by each and shall be full compensation to all work necessary to complete the item.

ROCK MULCH WITH FABRIC

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, removal of subgrade material, excavation, subgrade preparation, load, haul, disposal, compaction, grading, rock mulch, fabric, incidentals, and construction necessary to provide ROCK MULCH WITH FABRIC to the limits as shown on the plans and as directed by ENGINEER.

Rock Mulch shall be washed river rock various sizes and match existing landscape. Samples of the rock mulch shall be submitted to ENGINEER for approval.

Fabric shall be Typar #3401 thermally spun bonded polypropylene, non-woven, thin geotextile weed control fabric, 4.0 oz. / lineal yard weight American Excelsior Co.

2. Method of Measurement and Payment

Payment will be made on a field measured cubic yard basis and shall be full compensation for all work necessary to complete the item.

- END OF SECTION -

02400-27

SECTION 02500 - ASPHALT
TECHNICAL SPECIFICATIONS

- 1.0 SCOPE OF WORK
- 2.0 CITY DESIGN CONSTRUCTION STANDARDS AND SPECIFICATIONS
- 3.0 PRELIMINARY WORK
- 4.0 ASPHALT CEMENT CONCRETE PAVEMENT
- 5.0 BASIS OF PAYMENT

1.0 SCOPE OF WORK

The scope of work shall consist of, but not be limited to, asphalt patching, milling, demolition, asphalt leveling, asphalt paving, and traffic control, including all work appurtenant thereto, on various streets within the City of Louisville.

2. CITY DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

Any and all materials required for this project shall be pursuant to the requirements of the City of Louisville, Colorado "Design and Construction Standards", adopted February 15, 1994, and the latest revisions thereto except as modified by these plans and/or specifications.

3. PRELIMINARY WORK

REMOVAL OF PAVEMENTS

Concrete or asphalt that is to remain shall be in a straight and true line with a vertical face. Concrete or asphalt shall be cut with a cutting wheel, jackhammer, saw, or broken to the directed point of removal.

CONTRACTOR shall be responsible for replacement of all overbreak. CONTRACTOR shall maintain a straight, true break line. The sawing shall be done carefully, and all damages to concrete or asphalt to remain in place, due to CONTRACTOR's operation, shall be repaired by CONTRACTOR. The minimum depth of saw cut in concrete shall be 2 inches.

DISPOSAL

Unusable materials and surplus excavated materials shall be properly disposed of offsite by CONTRACTOR. All private and public property occupied by CONTRACTOR in connection with the work and construction shall be cleared of all rubbish, debris, and excess materials. All parts of the construction site shall be left in a condition acceptable to ENGINEER. CONTRACTOR shall make all necessary arrangements for obtaining suitable disposal locations.

BACKFILL

Except in areas to be excavated, all cavities left by structure removal shall be backfilled with suitable material and compacted in accordance with applicable sections in the Design and Construction Standards. Jetting or puddling will not be allowed.

4. ASPHALT CEMENT CONCRETE PAVEMENT

1. DESIGN INTENT

These specifications include general requirements applicable to all types of plant mix, asphalt cement concrete pavements (ACCP). This work consists of one or more courses of asphalt mixture constructed on a prepared foundation in accordance with specifications. The design intent is to provide pavement with adequate thickness and quality to provide a serviceable life of 20 years. It is also the intent to provide construction in accordance with these specifications and with a high standard of practice. This item shall

include all labor, equipment, materials to manufacture, place, and compact asphalt cement concrete for pavement purposes.

2. MATERIALS

The asphalt plant mix shall be composed of a mixture of aggregate, filler, hydrated lime, asphalt cement, polymer, and reclaimed asphalt pavement (RAP).

Aggregate – Aggregates for ACCP shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, or crushed slag. Excess of fine material shall be wasted before crushing. The material shall not contain clay balls, vegetable matter, or other deleterious substances and shall meet the following requirements.

TABLE 2.1.1 - AGGREGATE PROPERTIES

Aggregate Test Property	Course: Retained on #4	Fine: Passing the #4
Fine Aggregate Angularity, ASTM C1252 Method A		
Traffic Level 1 & 2	--	42% Min.
Traffic Level 3 to 5	--	45% Min.
Two Fractured Faces, CP 45		
Top and Middle Lifts	80% Min.	--
Bottom Lifts	70% Min.	--
LA Abrasion, AASHTO T96	45% Max.	--
Flat and Elongated (Ratio 3:1) %, AASHTO M283	10% Max.	--
Adherent Coating (Dry Sieving) ASTM D5711	0.5% Max.	--
Sand Equivalent, AASHTO 176	--	45% Min.

Reclaimed Asphalt Pavement material (RAP) shall be used only where specifically allowed as shown on the plans and shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. Mixes shall not contain more than 20 percent RAP. **RAP is not permitted in Asphalt Top Lifts and Overlays, unless otherwise approved by ENGINEER.**

The ACCP gradation shall be wholly within the control point gradation range set forth in the following table. The gradation of the design job mix shall report all sieve sizes listed in the table.

TABLE 2.1.2 - GRADATION RANGE
(Percent by Weight Passing Square Mesh Sieves, AASHTO T11 & T27)

Sieve Size	SX*		S*		SG*	
	Control Points	Restricted Zone	Control Points	Restricted Zone	Control Points	Restricted Zone
1 1/2"	--	--	--	--	100	--
1"	--	--	100	--	90-100	--
3/4"	100	--	90-100	--	--	--
1/2"	90-100	--	--	--	--	--
3/8"	--	--	--	--	--	--
#4	--	--	--	--	--	39.5
#8	25-58	39.1	23-49	34.6	19-45	26.8-30.8
#16	--	25.6-31.6	--	23.3-28.3	--	18.1-24.1
#30	--	19.1-23.1	--	16.7-20.7	--	13.6-17.6
#50	--	15.5	--	13.7	--	11.4
#200**	2.0-7.0	--	2.0-7.0	--	1.0-7.0	--

* The gradation should pass above the restricted zone boundaries, on the "fine" side.

** These limits shall include the weight of lime at 1.0%

VMA shall be based on tests of the Bulk Specific Gravity of the Compacted Mix (CP-L 5103) and Aggregate (T84 & T85), and calculated according to CP-48. All mixes shall meet the minimum VMA specified in the table below.

TABLE 2.1.3 - MINIMUM VMA, %

Nominal Maximum* Particle Size	Air Voids	
	4%	5%
1 1/2"	12	13.0
1"	13.0	14.0
3/4"	14.0	15.0
1/2"	15.0	16.0

* Nominal Maximum Particle Size is defined as one sieve size larger than the first sieve to retain more than 10%, but shall not exceed the 100% passing size.

Maximum Particle Size can vary during mix production even when the 100% passing size is constant.

Minimum VMA criteria applies to both design and plant produced mix. The VMA minimum shall be interpolated based on actual air voids.

2.2 Asphalt Cement

CONTRACTOR shall provide to OWNER compete laboratory test results of supplied asphalt cement along with "Certifications of Compliance". A minimum of three working days shall be allowed for this review

prior to mixture design. Upon non-conformance with the specifications the asphalt cement may be rejected as directed by OWNER.

Asphalt Cement binder shall meet the requirements of the Superpave Performance-Graded Binders (PG) as presented in Table 2.2.1 below:

TABLE 2.2.1 – PROPERTIES OF SUPERPAVE PERFORMANCE GRADED BINDERS

Property	PG 58-28	PG 64-22	PG 76-28
Traffic Level	1 or 2	1 or 2	3 to 5
Flash Point Temperature, °C, AASHTO T48	230 Min.	230 Min.	230 Min.
Viscosity at 135° C, Pas, ASTM D4402	3 Max.	3 Max.	3 Max.
Dynamic Shear, Temperature °C, where $C^*/\sin \delta @ 10 \text{ rad/sec.} \geq 1.00 \text{ Kpa}$, AASHTO TP5	58	64	76
Rolling Thin Film Oven Residue Properties, AASHTO T 240			
Mass Loss, %, AASHTO T240	1.00 Max.	1.00 Max.	1.00 Max.
Dynamic Shear, Temperature °C Where $G^*/\sin \delta @ 10 \text{ rad/sec.} \geq 2.20 \text{ Kpa}$, AASHTO TP5	58	64	76
Elastic Recovery, 25° C, % Min.*	N/A	N/A	50 Min.
Pressure Aging Vessel Residue Properties, Aging Temperature 100° C AASHTO PP1			
Dynamic Shear, Temperature °C Where $G^*/\sin \delta @ 10 \text{ rad/sec.} \leq 5,000 \text{ Kpa}$, AASHTO TP5	19	25	28
Creep Stiffness, @ 60 Sec. Test Temperature in °C, AASHTO TP1	-18	-12	-18
S, Mpa, AASHTO TP1	300 Min.	300 Min.	300 Min.
m-value, AASHTO TP1	0.300 Max.	0.300 Max.	0.300 Max.
Direct Tension Temperature in °C, @ 1.0 mm/min., where Failure Strain > 1.0%, AASHTO TP3	-18	-12	-18

* Elastic Recovery by Task Force 31, Appendix B Method

Asphalt Cement binder shall be as described on the drawings and specified on MGPEC, Form #9 Mixture Design Requirements for Hot Mix Asphalt Pavements (HMAP).

2.3 Additives

Lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve. Hydrated lime for aggregate pretreatment shall conform to the requirements of ASTM C 207, Type N. In addition, the residue retained on a 200-mesh sieve shall not exceed 10% when determined in accordance with ASTM C110. (Drying of the residue in an atmosphere free from carbon dioxide will not be required.)

2.4 Tack Coat

An emulsified asphalt tack coat shall be applied to existing surfaces as shown on the plans. The emulsified asphalt shall be CSS-1 h or SS-1 h and conform to AASHTO M208 or MI40, respectively.

3. **MIX DESIGN AND PLANT PRODUCED MIXTURE REQUIREMENTS**

The mixture shall be designed to produce an acceptable mixture at an optimum air void content of 4.0 percent (96.0 percent density) in the total mix. The mix design shall be performed using the materials listed in Section 9.3 and used in the field. No substitutions are allowed.

Level of compaction for local and collector streets is N=75, level of compaction for arterial streets is N=100.

3.1 Marshall Mixture Design Method

CONTRACTOR shall submit a proposed design job mix for each mixture required by the Contract. The design AC content shall be determined using the Marshall Method of Mixture Design as described in "Mix Design Methods for Asphalt Concrete" Manual Series 2 (MS-2) published by the Asphalt Institute. Grading SG (1-inch nominal aggregate) shall not be designed using the Marshall method. Mix design shall meet the following:

TABLE 3.1 – MARSHALL MIXTURE PROPERTIES

Traffic Level	I	II
Traffic Loading 18 kip ESALs Over 20 years	<300,000	300,000 to 1,000,000
Property	Specification	
Compaction Number of Blow, Each End	50	70
Stability, lb	1,800 Min.	2,000 Min.
Flow, 0.01 in.	8-18	8-16
Air Voids, %	4.0-5.0	4.0-5.0
Voids Filled with Asphalt, % MS-2	70-80	65-78
Tensile Strength Ratio, % Retained CP-L 5190	80 Min.	80 Min.
Dry Tensile Strength, psi CP-L 5109	30 Min.	30 Min.
VMA %, CP 48	Table 2.1.3	Table 2.1.3

3.2 Superpave Mixture Design

The Contractor shall submit a design job mix for each mixture required by the Contract. The design shall be determined using Colorado Procedure CP-L 5115 for the Superpave Method of Mixture Design. Other guidance is provided in "Superpave Level 1 Mix Design "SP-2 published by the Asphalt Institute. Mix designs shall meet the following:

TABLE 3.2 – SUPERPAVE MIXTURE PROPERTIES

Traffic Level	1	2	3	4	5
Traffic Loading, Total 18 kip ESALs Over Design Life (Usually 20 Years)	<300,000	300,000 to 1.0 Million	1.0-3.0 Million	3.0-10.0 Million	>10.0 Million
Initial (Air Void > 11.0%)	7	7	7	8	8
Design (Air Void 4.0 to 5.0%)	68	76	86	96	109
Max (Air Void > 2.0%)	104	117	134	152	174
Hveem Stability (100 mm Plugs)	35	39	39	42	42
Voids Filled with Asphalt, % MS-2	70-80	65-78	65-78	65-75	65-75
Tensile Strength Ratio, % Retained	80 Min.	80 Min.	80 Min.	80 Min.	80 Min.
Dry Tensile Strength, Min. psi	30 Min.	30 Min.	30 Min.	30 Min.	30 Min.
VMA %, CP 48	Table 2.1.3				

4. MIXTURE DESIGN SUBMITTALS

CONTRACTOR shall submit all mixture designs, certificates, refinery reports, and laboratory data to OWNER for approval at least 7 days before construction is to begin. The job mix formula may be rejected as directed by OWNER on the basis of incompleteness, timeliness, or changes in materials. Submittals shall be in a timely fashion such that rejection will not delay completion of the project.

Mixture designs shall be performed in a materials laboratory under the direct supervision of and shall be stamped and signed by a Professional Engineer licensed in Colorado and practicing in this field. In addition, CONTRACTOR shall submit as part of the mixture design, document to verify the following:

1. Source of materials
2. Gradation, specific gravity, source, and description of individual aggregates and the final blend
3. Aggregate physical properties
4. Asphalt cement properties
5. Design Job Mix
6. Mixing and compaction temperatures used
7. Mixture properties determined at a minimum of four asphalt contents and interpolated at optimum and graphs showing mixture properties versus asphalt content

OWNER reserves the right to test CONTRACTOR's mix for each hot asphalt pavement grading utilizing materials actually produced and stockpiled. CONTRACTOR shall provide a sufficient quantity of each aggregate, mineral filler, RAP, and additive for the required laboratory tests, if required by OWNER.

Should a change in the source of Asphalt Cement (AC) or Lime occur, a one point verification 34 test (at optimum asphalt content) of the mix must be performed to verify that the applicable Table 2.1.3, 3.1, and 3.2 criteria is still met. If this testing shows noncompliance, a new design job mix shall be established before the new AC or Lime source is used.

Prior to the start of the project, a sample shall be submitted to an independent laboratory to verify the volumetric properties of the mix. If the mix has been produced for another project within the last month, data from that project can be submitted for verification if testing was performed by an independent

laboratory. If volumetric properties are not within the following tolerances, the mixture shall be redesigned and retested.

Air Voids	1.0%
VMA	1.0%
Asphalt Content	0.3%

5. EQUIPMENT

5.1 Mixing Plant

The mixing plant shall be capable of producing a uniform material, have adequate capacity, and be maintained in good mechanical condition. Defective parts shall be replaced or repaired immediately if they adversely affect the proper functioning of the plant or plant units, or adversely affect the quality of the hot bituminous plant mix.

Dust, smoke, or other contaminants shall be controlled at the plant site to meet all air quality requirements in the "Colorado Air Quality Control Act," Title 25, Article 7, CRS and regulations promulgated thereunder.

Acceptable safety equipment, approved by OWNER, shall be provided by CONTRACTOR to accommodate sampling and testing.

CONTRACTOR shall provide OWNER with results from CONTRACTOR's quality control testing at the plant and in the field during paving operations.

5.2 Hauling Equipment

Trucks used for hauling ACCP shall have tight, clean, smooth metal beds thinly coated with a minimum amount of paraffin oil, lime solution, or other approved release agent. **Petroleum distillates such as kerosene, diesel or fuel oil are not approved release agents.** Each truck shall have and use a cover of canvas or other suitable material to protect the mixture from the weather and excessive temperature loss or cooled layers of mix in truck.

6. MANUFACTURE

6.1 Preparation of Aggregates

Heating and drying of the aggregates shall be accomplished without damaging the aggregate. Lime shall be added to achieve complete and uniform coating of the aggregate. When hydrated lime is used it shall be added to the aggregate in accordance with one of the following methods:

- a. Lime Slurry Added to Aggregate: The hydrated lime shall be added to the aggregate in the form of a slurry and then thoroughly mixed in an approved pugmill. The slurry shall contain a minimum of 70 percent water by weight.
- b. Dry Lime Added to Wet Aggregate: The dry hydrated lime shall be added to wet aggregate (a minimum of three percent above saturated surface dry) and then thoroughly mixed in an approved pugmill.

The lime-aggregate mixture may be fed directly into the hot plant after mixing or it may be stockpiled for not more than 90 days before introduction into the plant for mixing with the asphalt cement. The hydrated lime may be added to different sized aggregates and stockpiled, by adding 75 percent of the lime to the aggregate passing the No. 4 sieve and 25 percent to the aggregate retained on the No. 4 sieve.

6.2 Mixing

The dried aggregates and asphalt cement shall be combined in the mixer in the quantities required to meet the design job mix. The materials shall be mixed until the aggregate is completely and uniformly coated, and the asphalt cement is uniformly distributed throughout the aggregate. The output rate shall not exceed the manufacturer's capacity rating.

Baghouse fines shall be fed back to the mixing plant in a uniform and continuous manner so as to maintain uniformity in the mixture. The baghouse, fines feeder, auger, and related equipment, shall be in good working condition and operated in accordance with manufacturer's recommendation. If OWNER determines that non-uniform operation of the equipment is detrimental to the mixture, he may halt all construction until CONTRACTOR takes appropriate action.

The minimum temperature of the mixture when discharged from the mixer shall be as shown in the following table:

TABLE 6.2.1 – MIXTURE DISCHARGE TEMPERATURES

Asphalt Grade	Minimum Mix Discharge Temperature, °F*	Minimum Delivered Mix Temperature °F**
PG 58-28	275° F	235° F
PG 64-22	290° F	235° F
PG 76-28	320° F	280° F

*The maximum mix discharge temperature shall not exceed the minimum discharge temperature by more than 30° F.

** Delivered mix temperature shall be measured behind the paver screed.

ACCP mix shall be produced at the lowest temperature within the specified temperature range that produces a workable mix and provides for uniform coating of aggregates (95 percent minimum in accordance with AASHTO T195), and that allows the required compaction to be achieved.

ACCP mix shall not be stored longer than 9 hours, unless additional protective measures are used and approved. If storing or holding of the mixture causes segregation, excessive heat loss, or adversely affects the quality of the finished product, corrective action shall be taken. Unsuitable mixture shall be disposed of at CONTRACTOR's expense.

When placing hot bituminous mixture over bridge decks covered by waterproofing membrane, the minimum temperature of the mixture when rolling operations begin shall be 250° F. The job mix temperature may be increased up to 300° F to obtain this temperature.

6.3 Hauling

Each truck shall use covers to protect the mix during transport. OWNER can reject mix which is hauled without a cover. Should the mixture show an excess or deficiency of asphalt cement, damage due to burning or overheating, or an improper gradation the mixture shall be rejected.

7. **TACK COAT**

Prior to placement of ACCP, a tack coat shall be applied. The material shall be in accordance with 2.4. The emulsified asphalt shall be diluted 1:1 with water and applied at 0.10 ± 0.01 gallons per square yard of diluted material. OWNER may direct other application rates to match the age of condition of the surface.

All work shall be done at locations and with the grade and quantities of material designated on the plans. The surface to receive the tack coat shall be dry and cleaned by sweeping or other approved method until dust, debris, and foreign matter are removed. The tack coat shall then be applied uniformly by distributor as specified below. Prior to paving, all water must have evaporated from the tack coat. Contaminated areas shall be cleaned and tack coat shall be reapplied.

WEATHER LIMITATIONS

Prime coat and tack coat shall not be applied under the following conditions:

1. When the surface is wet.
2. When weather conditions would prevent the proper penetration or curing of the prime or tack coat.
3. When the temperature in the shade is below 55° F.

EQUIPMENT

CONTRACTOR shall provide necessary equipment for heating and uniformly applying bituminous material and blotter material when required.

The distributor and equipment shall be capable of uniformly distributing bituminous material at even temperature and uniform pressure on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. The allowable variation from any specified rate shall not exceed plus or minus 0.02 gallon per square yard.

Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically. The distributor for rejuvenating agent shall conform to the foregoing and shall also be equipped with the following:

1. Heating facilities with controls to reach a temperature of 130° F.
2. Circulating system to maintain proper mixture of the rejuvenating agent.

The use of a pull behind tack pot with wand will not be permitted except for applying tack next to the curb or crosspans.

PREPARATION OF SURFACE

Preparation of the surface to be treated shall include all work necessary to provide a smooth, dry, uniform surface. Work shall include patching, brooming, and shaping to the required grade and section, compaction removal of unstable corrugated areas and removal of all vegetation. The edges of existing pavements, which are to be adjacent to new pavement, shall be cleaned to permit the adhesion of bituminous materials.

8. PLACEMENT

Asphalt concrete shall be placed only on approved, properly constructed surfaces that are free from loose material, water, frost, snow or ice. The asphalt concrete mixtures and tack coat shall be placed in accordance with the temperature limitations of Table 8.1 and only when weather conditions permit the pavement to be properly placed and finished as determined by OWNER.

TABLE 8.1 - PLACEMENT AIR AND SURFACE TEMPERATURE LIMITATIONS

Compacted Layer Thickness	Top Layer of Pavement*		Lower Layer	
	PG 58-28 PG 64-22	PG 76-28	PG 58-28 PG 64-22	PG 76-28
2 inches	50° F	65° F	40° F	50° F
>3 inches	50° F	60° F	40° F	40° F

* Air temperature is taken in the shade. Surface temperature is taken on the subgrade or base. OWNER may not waive the above temperature limitations for PG 76-22.

The mixture shall not be placed at a temperature lower than 245° F or 290° F for mixes containing polymer modified asphalt. Mix which is too cold or damaged by weather will be rejected.

If an unsatisfactory mix has been placed, it shall be removed, disposed of and replaced as directed. No compensation will be allowed for rejected material.

12. COMPACTION

The temperature of the mixture immediately behind the screed be at least 245° F (290° F for PG76-28) and breakdown compaction shall be completed before the mixture temperature falls 20° F.

The ACCP shall be compacted by rolling. Both steel wheel and pneumatic tire rollers are required. The number, weight, and type of rollers furnished shall be that which is sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained.

If the required density is not achieved and the surface temperature falls below 185° F, or there is obvious surface distress or breakage, no further compaction effort will be permitted unless approved by OWNER. The criteria for mixtures containing PG76-28 asphalt cements shall be 235° F. Pavement operations shall be suspended when density requirements are not met, and the problem resolved prior to continuing paving operations.

All roller marks shall be removed with the finish rolling. Use of vibratory rollers with the vibrator on will not be permitted during surface course final rolling and will not be permitted on any rolling on bridge decks covered with waterproofing membrane.

All ACCP paving shall be compacted to between 92 and 96 percent of Maximum Theoretical Density (AASHTO T209: Maximum Specific Gravity of Bituminous Paving Mixtures) with the average of five random and consecutive density tests equaling at least 93 percent of T209. If more than three random density tests fall below 93 percent of T209, corrective measures shall be taken by CONTRACTOR. Compaction of less than 90 percent of T209 will be cause for removal and replacement. The most recent T209 Rice value shall be used in calculating Relative Compaction according to CP-44.

CONTRACTOR shall core the pavement as required by OWNER for field density tests in accordance with Colorado Procedure 44, Method B (AASHTO T230), or for field calibration of nuclear density equipment in accordance with the Appendix of Colorado Procedure 81 (ASTM D2950). At a minimum, cores for nuclear density equipment calibration shall be taken at the beginning of placement of each pavement layer or change of mixture materials or gradation. Untested areas during placement will also require cores to be taken to verify compaction.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective, shall be immediately removed and replaced with fresh hot mixture, and compacted to conform with the surrounding area.

Except for leveling courses, the minimum compacted depth of pavement placed in one layer shall be 1½ inches, unless approved by ENGINEER. The maximum compacted depth shall be three (3) inches unless otherwise approved by ENGINEER.

13. TOLERANCE

13.1 Gradation and Asphalt Cement Tolerances

The gradation shall not deviate from the design job mix by more than the following:

TABLE 13.2.1 - GRADATION TOLERANCES

Item	
Passing No. 3/8" and Larger ¹	± 6%
Passing No. 4 and No. 8	± 5%
Passing No. 30	± 4%
Passing No. 50	± 3%
Passing No. 200 ²	± 2%
Asphalt Content	± 0.3%
Asphalt Content, Mixes with >10% RAP	± 0.4%

¹There is 0 percent tolerance for the maximum sieve size.

²Mixes with No. 200 sieve material produced over 7.0 percent are allowed only when Air Voids are kept within 3.0 percent to 5.0 percent and VMA still meets requirements.

When disagreements concerning determination of specification compliance occur between sampling and testing procedures, solvent extracted aggregate testing shall take precedence over burnoff oven extracted aggregate, which shall take precedent over cold feed belt testing.

WEATHER LIMITATIONS

Bituminous plant mix shall be placed only on properly constructed surfaces that are free from water, frost, snow, or ice. The bituminous mixtures shall be placed within the air temperature limitations of the following table, when the temperature is rising and only when weather conditions otherwise permit the pavement to be properly placed and finished as determined by ENGINEER.

Placement Air Temperature Limitations

Compacted Thickness	Top Layer	Layers Below Top
1" or less	60° F.	50° F.
>1" to 3"	50° F.	40° F.
Greater than 3"	50° F.	40° F.

Placement temperatures as stated in the above table shall be increased by 5° for each 10 mile per hour wind velocity to a maximum of 70° F.

When it is in the public interest and taking in consideration the construction season, ENGINEER may waive minimum temperature requirements for placing prime coats and layers of bituminous mixtures below the top layer of the completed pavement. Pavement operations will be suspended when density requirements are not met.

Asphalt overlays and top lifts shall not be applied when weather conditions or the threat of rain may prevent completion of the full width asphalt mat.

SURFACE TOLERANCES

For new streets the final surface pavement adjacent to concrete gutter shall be finished from 1/8 inch to 1/4 inch above the lip of the gutter into which it drains.

Any surface pavement that is above the lip more than 1/4 inch shall be removed and replaced to the specified height. Any surface pavement that is below the lip of the gutter shall be corrected as specified above, for new street construction. For street overlays the surface pavement may be 1/2" above the lip.

5.0 BASIS OF PAYMENT

The entire cost of the work and material necessary to complete all terms shown or implied on the drawings or specified herein shall be included and merged into the pay items shown in the Bid Proposal. All associated work necessary for the proper and complete installation of this project and associated bonding, maintenance, and guarantees shall be merged into the pay items shown in the Bid Proposal. All payments shall be subject to the conditions of these specifications. All pay items shall include sales tax, licenses, permits, and other taxes required to complete the work. No additional compensation will be allowed for any item unless a change order is issued by ENGINEER.

Minor items and minor details are not listed but shall be part of the complete contract.

HOT ASPHALT PATCH GRADE SX (6") HOT ASPHALT PATCH GRADE SX (8") HOT ASPHALT PATCH GRADE SX (10")

1. Scope of Work

This work shall consist of furnishing all labor, materials and equipment to install a HOT ASPHALT PATCH GRADE SX (6"), HOT ASPHALT PATCH GRADE SX (8"), HOT ASPHALT PATCH GRADE SX (10") to the limits and depths on the plans and specifications.

This work shall consist of saw cutting, removing, loading, haul, and disposal of existing asphalt, subgrade and roadbase material, removal of tree roots within the top 6" of the subgrade, preparing and compacting the subgrade, and installing hot asphalt patching.

2. Removal of Asphalt

The areas to be patched shall be cut out and removed leaving neat straight edges. All removed material shall become the property of CONTRACTOR and will be disposed of properly. Prior to removal ENGINEER will mark out the limits of the patch, only the marked area is to be removed, any additional removal will not be paid for and will be corrected at CONTRACTOR's expense.

3. Acceptable Methods of Patching

Acceptable methods for the installation of asphalt patching shall include, but not be limited to, with the use of a self-propelled Leeboy paver or approved equal, to uniformly spread the hot bituminous materials in lifts, prior to rolling. The self-propelled Leeboy paver or approved equal is required for the final lift installation. The area to be patched shall be adequately tacked. Compaction of the hot asphalt shall be completed in lifts and conform to the City of Louisville Design and Construction Standards.

4. Method of Measurement and Payment

Payment will be made on field measured installed square yard basis for HOT ASPHALT PATCH GRADE SX (6"), HOT ASPHALT PATCH GRADE SX (8"), HOT ASPHALT PATCH GRADE SX (10") except that the area will be marked and measured prior to construction. Payment for removing existing asphalt, subgrade and roadbase material, preparing subgrade, and replacing asphalt with a hot asphalt patching and shall be full compensation for all work necessary to complete the item.

- END OF SECTION -

MGPEC
Form # 9 (2003)

Mixture Design Requirements for
Hot Mix Asphalt Pavements (HMAP)
Project Special Provision Sheet for Hot Mix Asphalt Pavements (HMAP)

This MGPEC Form #9 is a **mandatory part of the bid documents**, and * shall be filled out by the AGENCY for each mix specified. The Contractor shall include a copy of this form with each Mix Design submittal after the contract is awarded.

* Street Classification: Hot Asphalt Pavement Grade SX (6"), Hot Asphalt Pavement Grade SX (8"),
Hot Asphalt Pavement Grade SX (10")
 (examples: Residential, Collector, Arterial, Industrial, Parking Lot)

* Construction Application: ☒ Top Lift ☒ Intermediate Lift(s) ☒ Bottom Lift(s)
☒ Patching ☐ Other _____

* Aggregate Gradation: ☒ Grading SX ☐ Grading S ☐ Grading SG
 Top Lift only when ☒ Grading SX Any Lift only when ☐ Grading S Bottom Lifts only when ☐ Grading SG
 < 2" thick lift 2" to 3" thick lifts 3" to 4" thick lifts

* RAP Quantity, Maximum: ☐ 0% ☒ 20%

* Mix Design Method & Compaction Level: Choose Lab Compaction Level ($N_{design} =$) from Traffic Level

Superpave Gyratory, N_{design} (See Table 9.3.2)

☐ $N_{design} = 50$ ♦ new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

☒ $N_{design} = 75$ ♦ N=68 (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)
 ♦ N=76 (Traffic Level 2, Traffic Loading: 300,000 to <1 Million ESALs)
 ♦ N=86 (Traffic Level 3, Traffic Loading: 1 Million to <3 Million ESALs)

☐ $N_{design} = 100$ ♦ N=96 (Traffic Level 4, Traffic Loading: 3 Million to <10 Million ESALs)
 ♦ N=109 (Traffic Level 5, Traffic Loading: 10 Million to <30 Million ESALs)

* Asphalt Binder: ☐ PG 58-28 (For Traffic Levels 1, 2 or 3) ⇒ help reduce low temperature cracks
☒ PG 64-22 (For Traffic Levels 3, 4 or 5) ⇒ for higher axle load traffic
☐ PG 76-28 (For Traffic Levels 3, 4 or 5) ⇒ for high priority roads, high axle loads, slow moving or stop & go traffic flow conditions)

* Target Job Mix Optimum Asphalt Content Selection (see 4-8-03 advisory):

☐ **Standard = Choose Target Optimum %AC at 3.5% to 4.5% Air Voids** (per MGPEC 2001 version & CDOT 2001~2002).
Also, all mix design VMA requirements of Table 9.2.1.3 are reduced by 0.3%

Agency: Louisville

Project Number: 301312-660022

Date: January 2026

Project Name: 2026 Concrete Replacement

- ☐ **CDOT Modification = Choose Target *Optimum* %AC at Air Voids of 1.0% below Optimum established in Standard Method above.** (Procedure per CDOT Revision to Section 403, June 6, 2002). **VMA as above. Field Air Voids to be MINIMUM 3.0%. Bid Price to include all Asphalt Cement.**

SECTION 02600 - CONSTRUCTION ZONE TRAFFIC CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

Construction zone traffic control shall apply to any and all construction and related construction on the 2026 Concrete Replacement Project to complete the work.

This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, variable message boards, flashing portable beacons, barricades, channelizing devices, delineators, and flagging as required by the Manual on Uniform Traffic Control Devices and the Colorado Supplement thereto, in accordance with the plans and these specifications. When a device is not in use, the contractor may remove it from the project for the period it is not needed. Devices temporarily not in use shall not be stored in the roadway or walkways.

1.2 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

- A. Standard Specifications for Road and Bridge Construction by the Colorado Department of Transportation (CDOT), Section 630, Construction Zone Traffic Control, and Section 627, Pavement Marking.
- B. Manual on Uniform Traffic Control Devices, FHWA, and the latest revision of the Colorado Supplement thereto.
- C. CDOT Standard Plan S-630-1 (sheets 8 and 9), S-630-2 and S-630-3.

1.3 SUBMITTALS

- A. Five (5) CONTRACT DAYS prior to the start of any construction activity, submit copies of the following:
 - 1. Proposed detour plan and traffic control elements as described under Section 3.2.
 - 2. Schedule of proposed duration and sequence of operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In accordance with CDOT Section 627.02 regarding pavement marking tape.

- B. In accordance with CDOT Section 630.02 regarding signs and barricades.
- C. In accordance with CDOT Section 630.05 regarding traffic cones.

PART 3 - EXECUTION

3.1 GENERAL

In accordance with CDOT, Subsection 630.09 through Subsection 630.13, Construction Zone Traffic Control - Construction Requirements, except as modified herein.

In accordance with CDOT, Section 627.10, Pavement Marking Tape.

3.2 METHOD OF HANDLING TRAFFIC

Delete the second paragraph of Subsection 630.09.

Subsection 630.08 shall include the following:

ALL TRAFFIC CONTROL DEVICES MUST BE IN GOOD AND CLEAR CONDITION, INSTALLED PRIOR TO ALL AND ANY CONSTRUCTION ACTIVITY. THE ENGINEER MAY DIRECT MINOR MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN BASED ON OBSERVATIONS OF FIELD CONDITIONS AT ANY TIME OR SUSPEND WORK UNTIL APPLICABLE SAFETY MEASURES ARE TAKEN WITHOUT ANY CHANGES TO THE COST OF THE PROJECT.

DEFICIENCIES IN TRAFFIC CONTROL SHALL BE CORRECTED IMMEDIATELY OR WORK SHALL BE SUSPENDED. THE OWNER WILL REQUEST A REDUCTION IN COST IF TRAFFIC CONTROL IS NOT PROVIDED PER APPROVED METHOD OF HANDLING TRAFFIC.

In Subsection 630.09, add the following:

The City Engineer must approve all street closures. At least 24 hours before a street closure, it shall be the responsibility of CONTRACTOR to notify the following agencies:

1. Police Department303-441-4444
2. Louisville Fire Protection District303-666-8809
3. City of Louisville Operations and Maintenance Department303-335-4750
4. AMR Ambulance Service303-665-6623
5. Boulder Valley School District303-447-1010
6. Boulder County Communications303-441-4444
7. Regional Transportation District303-443-0100
8. Republic Trash Service Email the following:
 - Nick Scharrer nscharrer@republicservices.com
 - Mike Allarid mallarid@republicservices.com
 - Blair Van Hoveven..... blair.vanhoveven@republicservices.com
 - Susan Roundy..... sroundy@republicservices.com

In addition to the above agencies and organizations, CONTRACTOR shall notify the Post Office.

CONTRACTOR shall notify residents of changes to trash service operations during a street closure or one-way traffic operations due to work related to this project.

At the completion of work, the agencies must be notified of resumption of normal service. Changes to the approved traffic control plan necessitated by unforeseen circumstances, such as utility conflicts, must be reviewed and authorized by ENGINEER.

CONTRACTOR shall include the cost for purchasing "NO PARKING" signs necessary to restrict parking within the work limits. "NO PARKING" signs shall be placed not less than 24 hours in advance of commencement of work in a work zone. The sign shall state, for example "No Parking 7 a.m. to 7 p.m.", together with the day of the week. **"No Parking" signs shall be removed or turned from traffic on streets where construction activities are postponed for a period of time greater than 48 hours.**

A copy of the Right of Way Permit and the approved MHT shall be available at the project site in order that City personnel may verify compliance with the specified traffic control requirements.

The specified elements of the MHT shall also include the number of flag persons to be used.

Approval of the proposed MHT does not relieve CONTRACTOR of liability specifically assigned to him under the contract. CONTRACTOR shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

CONTRACTOR shall coordinate and cooperate fully with agents of the City of Louisville, utility owners, and other contractors. He shall also coordinate and cooperate fully with agents of other entities to assure adequate and proper traffic control is provided.

CONTRACTOR is advised that other significant construction might be occurring in the area and that he shall cooperate fully with the City of Louisville and all other contractors occupying public right-of-way in terms of work location, work schedule, and traffic control requirements.

Through traffic shall be carried on a paved surface at all times unless otherwise approved by ENGINEER. CONTRACTOR shall maintain at his own expense that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it.

All traffic control devices supplied by CONTRACTOR must be maintained in good and clear condition and meet minimum national standards for reflectivity. Devices shall comply with minimum size and shape as specified in the MUTCD. **No bent, broken, damaged, defaced, dented, dirty, discolored, faded, non-conforming traffic control devices, and/or supports shall be used in this project.**

All traffic control devices shall bear the name, address, and phone number of the barricade company that owns them. The phone number shall be a 24-hour a day dispatched hotline in the

event an emergency situation occurs where additional devices are needed or existing devices must be removed.

CONTRACTOR shall install construction traffic control devices in locations that do not block or impede sidewalks for pedestrians or bicyclists or other existing traffic control devices. This strategy shall include, but is not limited to, strapping signs to streetlight or utility poles. Devices may only be attached to wooden streetlight and utility poles.

All existing traffic control devices, including traffic signs and pavement markings that are compatible with the construction zone traffic control, shall remain visible and fully operational. If any devices are incompatible with the temporary construction traffic control devices, they shall be covered, relocated, or removed.

CONTRACTOR shall not be allowed to begin operations which require traffic control until the setup of traffic control devices is completed. Also, CONTRACTOR shall clear his operations allowing 30 minutes for removals of traffic control devices in accordance with the designated hours of work and roadway closures.

During non-working hours, the roadways shall be restored to safe pre-construction travel conditions for the free flow of traffic. Any maintenance required to restore the roadways to this condition, including pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day. Temporary pavement markings shall be placed at the direction of ENGINEER. All costs incidental to the foregoing requirements in this paragraph shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into or away from the project.

Any existing signs damaged due to CONTRACTOR operations shall be replaced in kind or repaired to the satisfaction of ENGINEER by CONTRACTOR at no cost to the project.

Any existing traffic signs removed or relocated during construction as part of the approved traffic control plan are the responsibility of CONTRACTOR to reset upon completion of construction, unless noted otherwise in the plans or specifications. Existing signs may not be removed without prior approval of ENGINEER.

CONTRACTOR shall not have construction equipment or materials in the lanes open to traffic at any time. Brief lane closures (of 5 minutes or less), as approved by ENGINEER, may be permitted for moving construction equipment. Flaggers will be required for such operations. All personal vehicles and construction equipment parking will be prohibited where it conflicts with safety, access, or flow of traffic.

During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic, using materials meeting the approval of ENGINEER.

Lane widths in work zones shall be 10 feet, minimum.

The vertical cut or fill, including rotomilling over 1" height differences resulting from construction operations adjacent to traffic lanes shall be temporarily sloped at a 3:1 or flatter slope, or as shown on the typical plan section, and barrier protected, or delineated at 25-foot intervals immediately after grading or removal operations. The 3:1 slope requirement applies to roadway construction projects and would not generally apply to utility construction or rehabilitation projects. Slope or shoring requirements for these type projects shall be reviewed on a project by project basis.

CONTRACTOR shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Any portable device that requires weight to prevent overturning shall be weighted with appropriate sized sand bags. Rocks, asphalt, or any other debris will not be permitted.

MAINTENANCE OF ACCESS

CONTRACTOR shall maintain access to parking lots at all times unless otherwise approved by ENGINEER. During non-working hours CONTRACTOR shall maintain access to the roadways and driveways within the construction zone with temporary ramps.

Protection of Adjacent Property and Drives. CONTRACTOR shall use extra care so as to minimize disruption to adjacent property and drives and shall leave the construction site clean, with all debris and concrete removed. If ENGINEER determines that CONTRACTOR did not exercise reasonable care to protect the parking areas or street sections from unnecessary damage while accomplishing his work, CONTRACTOR will be required to restore the damaged items to their original condition at his own expense. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

Work Limits. Work limits shall be marked by CONTRACTOR with orange plastic fencing in pedestrian areas and other suitable materials in the street prior to beginning work. He shall confine all work to within these limits except as provided in the contract documents. If work limits are not established by permit or contract documents, said limits shall be determined by ENGINEER and shall be suitably marked by CONTRACTOR prior to beginning work.

Should CONTRACTOR be unable to obtain written approval of property owners or occupants, documentation of a "Good Faith Effort" to obtain said approval must be submitted.

CONTACTS

CONTRACTOR shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. CONTRACTOR shall also notify these persons in case of an emergency.

City of Louisville Public Works – Geoff Nettleton, P.E. 303-335-4603
City of Louisville Operations Division – Ben Francisco 303-335-4756
City of Louisville Police Department – Boulder Dispatch 303-441-4444

City of Louisville Fire Department - Fire Marshal 303-666-8809

3.3 TRAFFIC CONTROL MANAGEMENT

Subsection 630.10(6) shall include the following: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. The log shall list all devices and personnel deployed within the limits of construction for each day and shall be available for review by ENGINEER at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following: CONTRACTOR shall designate an individual, other than the superintendent, to be the traffic control supervisor.

In subsection 630.09, second paragraph, delete parts (1), (5), and (6) and replace with the following:

- (1) Preparing, revising, and implementing each required method of handling traffic in accordance with the traffic control plan.
- (5) Preparing traffic control diary on every calendar day traffic control devices are in use. This dairy shall be submitted to ENGINEER daily and become a part of the Department's project records.
- (6) Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week. These inspections shall be performed by the traffic control supervisor or another representative who is certified as a worksite traffic supervisor.
- (10) Supervising the cleaning and maintenance of all traffic control devices.

In subsection 630.09, delete the third paragraph and replace with the following:

Traffic control management shall be provided by a certified traffic control supervisor on a 24-hour-per-day basis. The traffic control supervisor or another representative who is certified as a worksite traffic supervisor shall be available and reasonably accessible to the job site on every working day, on call at all times, and available upon ENGINEER's request at other than normal working hours. During non-work periods, the traffic control supervisor or another representative shall respond to the job site within 45 minutes. The traffic control supervisor or another representative who is certified as a worksite traffic control supervisor shall arrive at the job site within two hours after notification. CONTRACTOR shall maintain a 24-hour telephone number at which the traffic control supervisor can be contacted. The traffic control supervisor shall not act as a flagger except in an emergency or in relief for short periods of time.

In subsection 630.11, delete the first paragraph and replace with the following:

630.11 General. Portable construction traffic signs shall be removed when temporarily not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when temporarily not required. When work is suspended, or the project is in free time, and there is no condition requiring traffic control devices or construction

traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. If this condition is to exist for more than 30 days, all construction traffic signs shall be removed. When storing portable signs or supports within the project they shall be stored laying flat and the location shall be at least four feet outside the edge of the shoulder and not on landscaped areas or sidewalks. When masking is used, it shall be done in accordance with subsection 630.10.

The retroreflective surfaces of all signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retroreflectivity. However, all devices shall be cleaned a minimum of once every two weeks.

In subsection 630.12, first paragraph, delete the fifth sentence and replace with the following:

When storing portable signs or supports within the project they shall be removed beyond the clear zone and shall not be visible to traffic. All storage areas shall be approved. The minimum clear zone distance shall be 18 feet, measured from the edge of traveled way. If the signs cannot be stored at least 18 feet from the traveled way, they shall be removed. Under no circumstances shall signs be stored on the paved surface.

3.4 FLAGGING

Subsection 630.13(a) shall include the following:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Delete Subsection 630.13(a) and replace with the following:

- (a) The Contractor shall provide all flagging through the project necessary to assure proper safety to traffic. All flagging personnel shall be certified by the American Traffic Safety Services Association (ATSSA).

PART 4 - MEASUREMENT AND PAYMENT

4.1 CONSTRUCTION ZONE TRAFFIC CONTROL

Construction Zone Traffic Control shall be paid for at the **lump sum** price indicated in the Schedule of Unit Prices. The lump sum price shall be full compensation for flagging and for furnishing, erecting, cleaning, maintaining, moving, removing, and disposing of construction traffic control devices, including labor, material equipment, and incidentals necessary to complete the work. All construction traffic control devices, which are not permanently incorporated into the project, will remain the property of CONTRACTOR.

Traffic Control Supervisor will not be paid for separately but shall be included in the work. General Contractor is required to approve and monitor the subcontractor's traffic control.

Preparation of the MHT will not be paid for separately but shall be included in the work.

Agency: Louisville

Project Number: 301312-660022

Date: January 2026

Project Name: 2026 Concrete Replacement

Construction fencing and temporary walkways will not be paid for separately but shall be included in the work.

Construction phasing and staging will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 02900
TECHNICAL SPECIFICATIONS
TOP SOIL AND RESOD

- 1.0 SCOPE OF WORK
- 2.0 CITY DESIGN CONSTRUCTION STANDARDS AND SPECIFICATIONS
- 3.0 MATERIALS
- 4.0 EXECUTION

1.0 SCOPE OF WORK

This work consists of placing of topsoil or wetland topsoil upon constructed cut and fill slopes or in designated areas after grading operations are complete.

2.0 CITY DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

Any and all materials required for this project shall be pursuant to the requirements of the City of Louisville, Colorado "Design and Construction Standards, adopted February 15, 1994 and the latest revisions thereto except as modified by these plans and/or specifications.

3.0 MATERIALS

1. TOP SOIL

- B. Topsoil, where not available from on-site stock pile, shall be imported.
- C. Imported topsoil shall be fertile, friable, natural loam, free of subsoil, clay lump, brush, weeds, litter, gravel, stones, roots, or other extraneous or harmful materials. Topsoil shall be obtained only from natural, well-drained sties, and not from bogs or marshes. Top soil shall be a sandy loam or loam soil as defined by the USDA Soil Conservation Service, Soil Classification System, and shall have the following mechanical analysis:

Texture Class	% of Total Weight	Average %
Sand (0.05-2.0 mm dia. range)	45-75	60
Silt (0.002-0.05mm dia. range)	15 - 35	25
Clay (< 0.002 mm dia. range)	5 - 25	15

- 1. 95% of topsoil shall pass 2.0 mm sieve.
- 2. Topsoil shall be free of stones 1 inch in longest dimension, each clods, plant parts, and debris.
- 3. Top soil will have the flowing chemical attributes:

Chemical Attribute	Range
--------------------	-------

pH	6.0 – 6.5
Organic Matter	4% - 12%

- a. If the soil does not fall within the pH range specified, it may be amended to bring it within the specified limit. If pH is below desired level add ground limestone, if pH is above desired level add aluminum sulfate.

2. SOD

- A. Sod shall be from Graff's Turf Farms INC. Fort Morgan, Colorado 80701, 9809 N Frontage Road 1-76 or Approved Equal.

4.0 EXECUTION

3.1 EXAMINATION

- A. Site shall be examined for conditions that might adversely affect execution permanence, quality of work and survival of plantings. All problems shall be corrected prior to beginning work in the area.
- B. Grades and slopes of landscaped areas shall be provided to ensure positive drainage (minimum acceptable slope 3%, unless as directed by the Engineer.)

3.2 PREPERATION

- A. Planting Area Subgrade Preparation

After construction of improvements, grade in planting areas shall be excavated to a depth as indicated below and replaced with topsoil/soil preparation as described in these specifications:

1. Excavate turf areas to a depth of 6'' and back fill with topsoil.
2. Existing soil and debris shall be excavated and disposed of offsite as needed to place indicated volumes of imported topsoil and amendments.
3. All construction debris, weeds, contaminated subsoil, concrete, and other extraneous materials shall be removed and disposed of prior to placement of any backfill mix, topsoil, amendments and planting. Volume of extracted material shall be replaced with imported topsoil as needed.

Agency: Louisville

Project Number: 301312-660022

Date: January 2026

Project Name: 2026 Concrete Replacement

4. Subgrade shall be graded to form an even surface.

Agency: Louisville

Project Number: 301312-660022

Date: January 2026

Project Name: 2026 Concrete Replacement

5.0 BASIS OF PAYMENT

LANDSCAPE RESTORATION – TOP SOIL AND RESOD

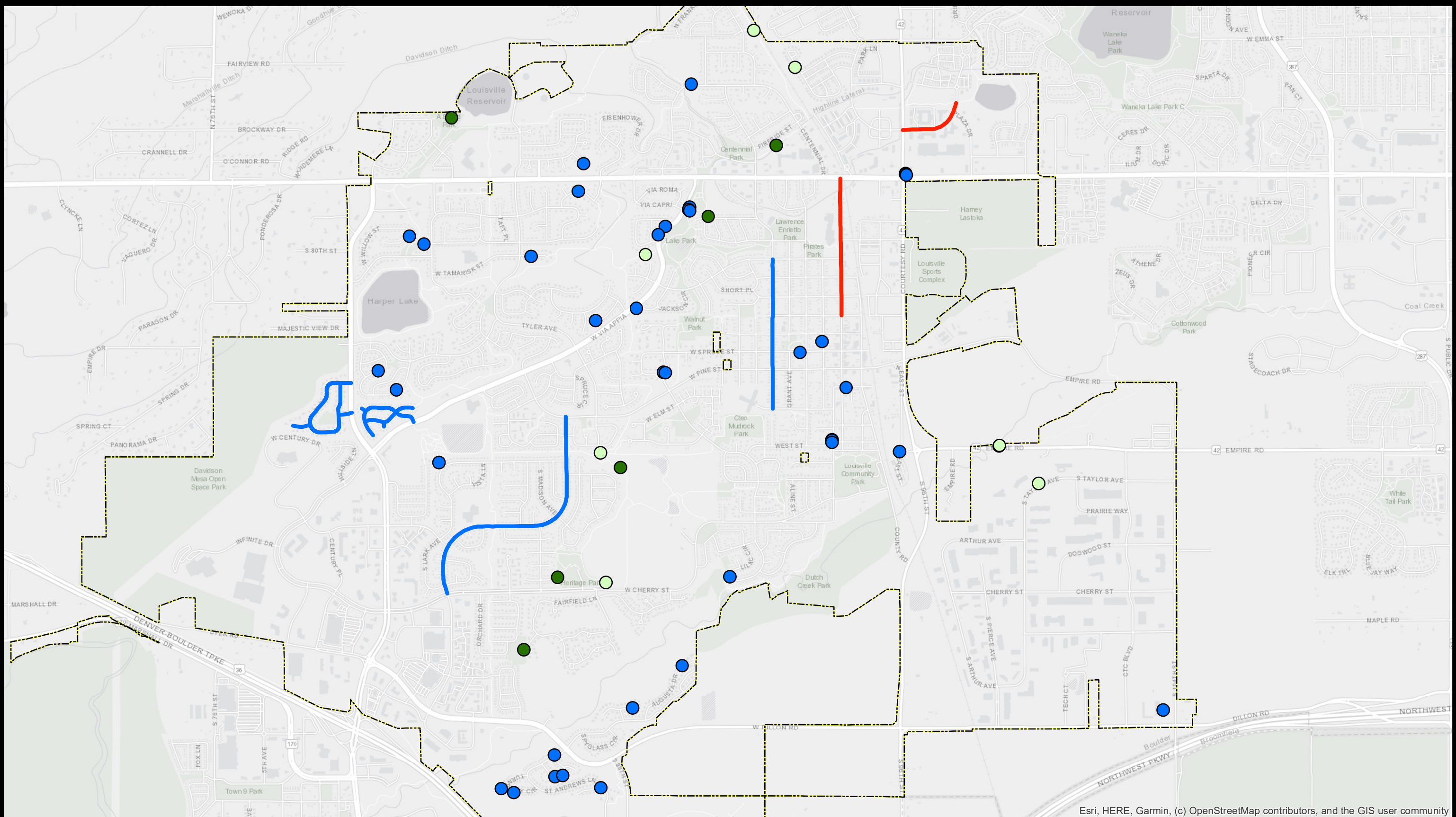
1. Scope of Work

This work shall consist of furnishing all labor, materials and equipment, top soil, soil preparation, fertilizer, soil conditioners, sod and haul to complete LANDSCAPE RESTORATION - TOP SOIL AND RESOD as specified.

2. Method of Measurement and Payment

Payment will be made on a square yard basis for LANDSCAPE RESTORATION – TOP SOIL AND RESOD and shall be full compensation for all work necessary to complete the item.

END OF SECTION



The City of **Louisville, Colorado**

2026 Concrete Replacement

STREET RIGHT-OF-WAY

- Base Bid
- Alternate Bid

MISCELLANEOUS LOCATIONS

- Open Space
- Parks
- Public Works

BOUNDARIES

- City Boundary

Subject: Resolution No. 30, Series 2026 - A Resolution Approving a Contract for Geotechnical Services to A.G. Wassenaar, Inc.

Date: April 7, 2026

Prepared By: Cameron Fowlkes, City Engineer

Presented By: Kurt Kowar, Director

Summary:

Staff recommends approval of a Geotechnical Quality Testing Services contract with A.G. Wassenaar, Inc. for \$147,840 for professional services in 2026 and 2027.

Background / Prior Discussions:

The City awards a geotechnical testing contract for material and quality testing each year for the streets, concrete, sewer, and water maintenance projects. Staff advertised the Geotechnical Quality Testing Services request for proposals for the 2026 and 2027 annual maintenance projects in February. Proposals were received from the following firms:

- Atlas Technical Consultants, LLC
- CMT Technical Services
- Cole Gardner Geotechnical
- CTL Thompson, Inc.
- Ground Engineering
- Kumar & Associates, Inc.
- Ninyo & Moore
- A.G. Wassenaar, Inc.
- SCI Engineering, Inc.
- TQF Central
- Vivid Engineering Group, Inc.

Proposals were reviewed based on qualifications, projected costs based on rates provided, and past performance. A.G. Wassenaar, Inc. (AGW) was selected as the most qualified and lowest cost firm. This contract award will be for two years, and the costs shown below are for 2026 and 2027 work.

Development Proposal:

N/A

Analysis:

Staff recommends approval of a Geotechnical Quality Testing Services contract with A.G. Wassenaar, Inc. for \$147,840 for professional services in 2026 and 2027.

Council Work Plan:

This contract supports the City's yearly paving, concrete, water replacement, sewer rehabilitation, and storm sewer maintenance work as well as supplemental inspection services.

Fiscal Impact:

The estimated annual costs of the Geotechnical Quality Testing Services are divided between the Pavement Management, Concrete Replacement, Water Line Replacement, and Sewer Utility Lines projects based on historical data.

Projected Funding

Description	Account	Budget Amount
Pavement Management	301312-660012	\$5,150,000
Concrete Replacement	301312-660022	\$120,750
Water Line Replacement	501498-660181	\$492,000
Sewer Utility Lines	502498-660313	\$617,000

Projected Expenses (Pavement Management) 301312-660012

Description	Amount
Geotech (26-27) (This Award)	(\$115,060)
Concrete Replacement (Separate Award on 4/7/2026)	(\$1,103,170)
Concrete Replacement Contingency (Separate Award on 4/7/2026)	(\$125,000)
Pavement Rehabilitation Estimate (Future Award)	(\$3,291,093)
Pavement Rehabilitation Contingency (Future Award)	(\$365,677)
Pavement Crack Seal (Future Award)	(\$150,000)
Total Expenses:	(\$0)

Projected Expenses (Concrete Replacement) 301312-660022

Description	Amount
Geotech (26-27) (This Award)	(\$4,400)
Concrete Replacement (Separate Award on 4/7/2026)	(\$116,350)
Total Expenses:	(\$120,750)
Remaining Funds	\$0

Projected Expenses (Waterline Replacement) 501498-660181

Description	Amount
Geotech (26-27) (This Award)	(\$20,130)
Waterline Replacement Estimate (future award)	(\$428,973)
Waterline Replacement Contingency (future award)	(\$42,897)
Total Expenses:	(\$492,000)
Remaining Funds	\$0

Projected Expenses (Sewer Utility Lines) 502498-660297

Description	Amount
Geotech (26-27) (This Award)	(\$8,250)
Sewer Utility Lines Estimate (Future Award)	(\$553,409)
Sewer Utility Lines Contingency (Future Award)	(\$55,341)
Total Expenses:	(\$617,000)
Remaining Funds	\$0

Alternatives:

There are no alternatives for this item as these services are needed for the yearly CIP projects.

Recommendation:

Staff recommends Council authorize the Mayor and City Clerk to sign and execute Geotechnical Quality Testing Services contract documents with A.G. Wassenaar, Inc. on behalf of the City for \$147,840.

Attachments:

1. Resolution No. 30, Series 2026
2. AGW Agreement

**RESOLUTION NO. 30
SERIES 2026**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
A.G. WASSENAAR, INC.**

WHEREAS, a Professional Services Agreement has been proposed between the City and A.G. Wassenaar, Inc. for geotechnical consulting services; and

WHEREAS, by this Resolution, the City Council desires to approve such Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LOUISVILLE, COLORADO:**

Section 1. The City Council hereby approves the Agreement by and between the City and A.G. Wassenaar, Inc. for Consulting Services (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND A.G. WASSENAAR, INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **A.G. Wassenaar, Inc.**, a Colorado corporation, hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of geotechnical services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts as set forth in **Exhibit B** attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in **Exhibit B**. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cameron Fowlkes as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.
- 5.2 The Consultant designates Kyle Thornton as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date until December 31, 2027, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, and respond to any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.
- 8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

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

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile

transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Email: dlanglely@louisvilleco.gov

If to the Consultant:

A.G. Wassenaar, Inc.
3211 S Zuni Street
Englewood, CO 80110
303-759-8100

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, City Clerk

CONSULTANT:
A.G. WASSENAAR, INC.

By:  _____
Name: Jonathan R. Waanders
Title: Vice President

Exhibit A – Scope of Services

March 9, 2026

City of Louisville
Department of Public Works
749 Main Street
Louisville, Colorado 80027

Attention: Mr. Cameron Fowlkes

Subject: **Proposal for Geotechnical Engineering Services and/or
Construction Observation Services**
2026 and 2027 Geotechnical Services and
Construction Observation Services
City of Louisville, Colorado
Proposal Number 240453

A.G. Wassenaar, Inc. (AGW) appreciates the opportunity to provide the City of Louisville our proposal for conducting the geotechnical engineering services and construction observations services for the 2026 and 2027 Utility, Asphalt Reconstruction and Resurfacing, and Concrete Replacement projects. We have enjoyed working with the City and look forward to continuing our relationship.

AGW is an AMRL, CCRL and Corps of Engineers accredited laboratory that was founded in 1972. Since that time we have strived to provide valuable services to our diverse Client base up and down the Front Range and Mountain communities of Colorado.

The municipal client is an important element of our workload with current and past clients of City of Louisville, Arapahoe, Adams, Jefferson and Boulder Counties and Lakewood, Aurora, Greenwood Village, Thornton, Commerce City and others. We understand the responsiveness needed to meet your changing schedule and needs.

We have attached our current rate structure on the attached Excel spreadsheet.

Travel time is charged portal to portal and from our office. However, that said, frequently we schedule our personnel to particular areas of town and this travel time is then shared by numerous projects, lessening the cost of each. All testing listed is conducted in-house without need for subconsultants. All reports are issued electronically via Metafield. In addition, we can provide access to Agileport, a cloud based database, so you can review all City projects test data at a single location.

Our laboratory is located in central Denver. The costs above assume typical costs we would assume for the services requested. Additional services will be invoices at the attached City of Louisville rates.

We are available to conducted many more services for the City, if the need arises.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A. G. Wassenaar, Inc.

Kyle A. Thornton
Project Manager

Reviewed by:

Jonathan R. Waanders
Vice President

KAT/JRW/hl

Exhibit B – Compensation

2026 & 2027 Geotechnical Services City of Louisville

<u>Concrete Testing</u>			
	Hours	Rate	Amount
Field Technician			\$ 55.00
Concrete Cylinders			\$ 15.00
Vehicle Charge			\$ 0.00
Hold Cylinder			\$ 15.00
Project Management			\$ 80.00
Clerical			\$ 0.00
Report			\$ 80.00
Milage			
Concrete Testing Subtotal			\$245.00
<u>Density Testing</u>			
Testing			\$ 55.00
Gauge per day			\$ 0.00
Vehicle Charge			\$ 0.00
Project Management			\$ 80.00
Clerical			\$ 0.00
Milage			\$ 0.00
Report			\$ 80.00
Review			
Density Testing Subtotal		Total	\$215.00
<u>Extraction Gradation</u>			
Field Technician			\$ 55.00
Asphalt Extraction/Gradation			\$100.00
Vehicle Charge			\$ 0.00
Project Management			\$ 80.00
Clerical			\$ 0.00
Report			\$ 80.00
SHRP			\$160.00
Extraction/Gradation Subtotal		Total	\$475.00
<u>Proctor</u>			
Soil Proctor			\$100.00
Testing			\$ 55.00
Project Manager			\$ 80.00
Vehicle Charge			\$ 0.00
Report			\$ 80.00
Proctor Subtotal			\$315.00
<u>Sieve Analysis</u>			
Field Technician			\$ 60.00
Sieve Analysis			\$ 70.00
Project Manager			\$ 80.00
Report			\$ 80.00
Sieve Analysis Subtotal		Total	\$290.00
Total			

2026 + 2027 Construction Observation Services

		Hours	Rate	Amount
6am to 5 pm				\$ 55.00
5pm to 12am				\$ 80.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Report				\$ 0.00
Milage				
				\$135.00

EXHIBIT B

2026-2027 Estimated Geotechnical Services Cost Tables

3/20/2026

					2026 Est Geo Tech		2027 Est Geo Tech	Rounded plus
PO LINE	Project	Account	% Geotech	2026 Budget	Costs	2027 Est. Budget	Costs	10% Contingency
1	Pavement Management (Reconstruct/Resurface)	301312 660012	1.0%	\$ 5,150,000	\$ 51,500.00	\$ 5,304,500	\$ 53,045.00	\$ 115,060.00
2	Concrete Replacement	301312-660022	1.6%	\$ 120,750	\$ 1,932.00	\$ 125,000	\$ 2,000.00	\$ 4,400.00
3	Water Line Replacement	501498-660181	1.4%	\$ 492,000	\$ 6,888.00	\$ 812,650	\$ 11,377.10	\$ 20,130.00
4	Sewer Utility Lines *	502498-660313	1.0%	\$ 617,000	\$ -	\$ 740,500	\$ 7,405.00	\$ 8,250.00
	*2026 is lining only and Geotech is not needed				\$ 60,320.00		\$ 73,827.10	\$ 147,840.00
					Estimated 2 year Total: \$ 147,840.00			

Subject: Resolution No. 31, Series 2026 — A Resolution Approving an Agreement with the Louisville Chamber of Commerce for Services

Date: April 7, 2026

Prepared By: Vanessa Zarate, Economic Vitality Manager

Presented By: Vanessa Zarate, Economic Vitality Manager

Summary:

Attached for Council consideration is a proposed agreement between the City and the Louisville Chamber of Commerce (Chamber). The agreement increases direct City funding to the Chamber from \$33,500 budgeted, plus ~\$8,500 for the parade of lights fence (unbudgeted), to \$68,500. If approved, a 2026 budget amendment of \$26,500 will be needed to cover the increase. The revised agreement outlines programs, events, and support that the Chamber provides in collaboration with the City, and provides additional clarity on City obligations and in-kind support for events.

Background / Prior Discussions:

The City of Louisville has partnered with the Chamber since the Chamber's creation over 40 years ago. Historically, the City of Louisville has provided financial and in-kind support to the Chamber to assist in the implementation of Signature Events that occur throughout the year, including the Awards Dinner, Taste of Louisville, Pints in the Park, and the Parade of Lights.

The City of Louisville and the Chamber have entered into agreements for nearly 25 years to coordinate activities and expectations. In previous years, funding levels to the Chamber varied, with the City providing \$20,000 in 2020, \$25,000 in 2021 and \$30,000 in years 2022-2025.

In 2025, the City paid \$41,580 for the Chamber in funding. This included \$30,000 in Chamber program funding, \$2,000 for the Parade of Lights, \$1,500 for the City's Fellowship Membership and an additional \$8,080 for the fence for the Parade of Lights. The below summarizes this funding and where it came from:

- In 2025 - Paid \$41,580
 - Budgeted for Chamber – 33,500
 - \$30,000 – Chamber Program Funding (Economic Vitality)
 - \$1,500 – Fellowship Membership (Economic Vitality)
 - \$2,000 – Parade of Lights (Economic Vitality)
 - Also covered, within existing budget

- \$8,080 – Fence for Parade of Lights (Cultural Services and Economic Vitality)

In addition, it is estimated that the City contributed over \$20,000 in in-kind services for Signature Events (\$11,592 in Public Works Assistance, \$2,172 in waived permit and license fees and an estimated \$7,007.50 in waived costs for police presence at Signature Events). Between in-kind and financial contributions, the City contributed over \$60,000 to support the Chamber in 2025.

The Chamber has sent in a new request for support for 2026. In their proposal (attached), the Chamber is requesting an increase in monetary funding from \$30,000 to \$60,000 and retention of the in-kind support. This request was based on the City continuing to pay for the Parade of Lights fence, the membership, and the parade of lights support. Prior to the March 2026 Economic Vitality Committee (EVC) meeting, the Chamber submitted additional financial outline options, including their preferred option in which the City increases the Chamber's contribution to \$68,500 and the Chamber will cover the cost of the Parade of Lights fence and the membership.

Over the last two years, the Chamber has grown in membership, events and engagement and is seeking additional support to keep the momentum. As part of their proposal and request for additional funding, the Chamber has outlined their growth over the last two years to include additional programming, membership growth, and promotion of Louisville.

The Chamber's requested additional funding is not included in the 2026 budget. At the March 2026 EVC meeting, the EVC recommended moving forward with a budget amendment of \$26,500 to bring the total financial contribution to the Chamber to \$68,500, with the requirement that the Chamber pay for the Parade of Lights fence. The EVC also directed staff to move forward with Staff's recommended scope of services, focusing on the four Signature Events and excluding any advocacy services. EVC also recommended that the outlined in-kind services remain to support the Chamber's implementation of the Signature events.

Development Proposal:

N/A

Analysis:

Economic Vitality works closely with the Chamber to strengthen the business ecosystem in Louisville. As an economic vitality partner, the Chamber works with the Economic Vitality team to further goals and objectives, and provide information and support to our business community. The Chamber also works with other city staff, including Cultural Services, which helps to support collaboration and lack of duplication for events and implementation.

Attached are the 2025 contract and the proposed 2026 contract for comparison.

Highlights of changes between the 2025 and proposed 2026 contract include:

- Increase in direct monetary support by \$26,500 (~\$42,000 in 2025 to \$68,500 in 2026).
- Specific timelines and expectations for submitting special event permits and amendments to the event permit, and a specific scope for Public Works and Police Department duties related to special events.
- The City will display banners for the Taste of Louisville and Parade of Lights event in accordance with the City's banner policy.
- The City will no longer directly pay for parade fences separate from the direct monetary support to the Chamber. The fencing needs will be paid for by the Chamber.
- More specific parameters for City promotion of Chamber Signature Events in the City's quarterly newsletter and City promotion through its communications channels.
- The City will not separately pay for a Fellowship membership; the membership will be included as part of the total monetary contribution.

The following items will remain consistent between the 2025 and proposed 2026 contract:

- The Chamber provides four signature events throughout the year, including the Awards Ceremony, Taste of Louisville, Pints in the Park and the Parade of Lights.
- The Chamber provides the City with a table (8 seats) for the Annual Awards Dinner, 4 tickets to Pints in the Park, tabling opportunities at Taste of Louisville and 2 tickets for Dinner on Main.
- The Chamber hosts the State of the City event.
- The Chamber hosts a beer garden at two City events — dates agreed upon with Cultural Services and established as June 14 and September 7 for 2026.
- The City will waive special event and liquor license application fees for the four above-noted Signature Events.
- The City will have membership listings for City Hall, Economic Vitality, the Library, the History Museum and the Recreation/Senior Center.
- The Chamber Director and Economic Vitality Manager will meet monthly for coordination and the Economic Vitality Manager will be invited to attend Chamber Advocacy and Board of Director Meetings.
- The Louisville Chamber will retain reporting requirements on events, membership and prospects. As well as maintain deadlines for funding requests.

The Chamber included other operations and activities in their 2026 proposal. Those activities are outside this specific scope of services. Nothing in this scope of services prevents the Chamber from undertaking additional activities. This scope outlines expectations for the Chamber to undertake with the provided funds.

The Chamber stated that they hoped this would be a permanent increase for 2026 and into future years. EVC has stated that they are recommending approval for 2026 and will need to consider the budget and city-wide internal and external needs to determine contributions in 2027 and beyond.

Council Work Plan:

Continuing support for and collaboration with the Louisville Chamber of Commerce will further the City's Economic Vitality priorities outlined in the 2026 City Council Work Plan.

Fiscal Impact:

The current 2026 budget for direct financial assistance to the Chamber is \$37,000, including membership and \$2,000 for parade of lights support. If Council supports the proposed contract with an increase in direct financial assistance, and directs staff to continue supporting the parade of lights fence at , a budget amendment totaling \$26,500 will be needed, for a total direct monetary contribution of \$68,500. Council could decide to keep the Cultural Services budget whole and increase the budget amendment to \$31,500. This would allow Cultural Services to use funds previously used for the fence, on other events.

Alternatives:

1. Approve the proposed agreement with the Chamber as drafted
2. Direct any desired amendments to the proposed agreement. This could include funding at a differently determined amount.
3. Increase the budget amendment amount to \$31,500 to allow Cultural Services to retain the difference in the department budget to support City events.
4. Do not approve the agreement with the Chamber.

Recommendation:

Staff recommends the City Council approve the resolution and scope of services for the 2026 Louisville Chamber of Commerce contract.

Attachments:

1. Resolution No. 31, Series 2026
2. Draft Proposed 2026 Louisville Chamber Contract
3. Louisville Chamber City Grant Proposal Jan 2026
4. Louisville Chamber 2025 Contract

**RESOLUTION NO. 31
SERIES 2026**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE LOUISVILLE CHAMBER
OF COMMERCE FOR SERVICES**

WHEREAS, an agreement has been proposed between the City and the Louisville Chamber of Commerce, Inc. for the provision of services that benefit the Louisville business community; and

WHEREAS, the City Council by this Resolution desires to approve the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LOUISVILLE, COLORADO:**

Section 1. The Agreement for Services between the City of Louisville and Louisville Chamber of Commerce ("Agreement"), a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**Draft Agreement for Services between the
City of Louisville and the Louisville Chamber of Commerce
2026**

For 2026, the City will provide \$68,500 in total monetary funding to the Louisville Chamber and the below outlined in-kind support.

From its City funding, the Chamber of Commerce commits to provide the following services to benefit the Louisville business community:

- Plan and manage four Signature events: Taste of Louisville (two-day event), Pints in the Park, the Annual Awards Dinner and Parade of Lights.
- Provide the City with a table (8 seats) for the Annual Awards Dinner, 4 tickets to Pints in the Park and, tabling opportunities at Taste of Louisville and 2 tickets for Dinner on Main.
- Plan, promote and host one State of the City event in partnership with the City.
- Promoting and advertising business workshops, events, programs, incentive policies and other business-related information hosted by the City and Economic Vitality partners to include on website, newsletter and social media.
- Host beer garden component at two City events- June 14th and September 7th (agreed upon with Cultural Services)
- The City will have membership listings as part of this agreement for City Hall, Economic Vitality, the Library, the History Museum and the Recreation/Senior Center.
- The City's logo will appear on print and digital collateral to include events, programs and marketing. City logo will not appear on political statements or individual business sales/promotions.
- The director shall meet at least monthly with the Economic Vitality Manager to coordinate and collaborate on vitality activities. Economic Vitality Manager will also be included in meetings such as Advocacy Meetings and Board of Director meetings.
- The above stated funding will include a Fellowship Membership for the City of Louisville.

In partnership, the City commits to:

- Event application fees and liquor license fees are waived for the above stated Signature Chamber Events. City support services for police and public works assistance are waived for Signature Events.
 - The Chamber will submit to the City Clerk's office full event applications at least 60 days before the event. One event change will be accommodated if submitted at least 45 days before the event.
 - Public Works commits to closing the streets and parking lots as needed for signature events and will not act as event staff or conduct additional public works activities outside of regularly scheduled maintenance/cleaning. The City will conduct additional maintenance as needed for public safety, as determined by City Staff.
 - Police Department presence fees will be waived for the above stated Signature Events.
- Back cover ad (7.5" W x 8.5" H) in the City's print quarterly newsletter for Parade of Lights, Taste of Louisville, Pints in the Park, and the Feel Good Festival. Ad content must be received by the City's communications team by the third Friday of the first month of each quarter, respectively January 16, April 17, July 17, and October 16.
- The Chamber will have one utility bill insert a year. Content will be provided at least 30 days in advance and placed as available, determined by City Staff.

**Draft Agreement for Services between the
City of Louisville and the Louisville Chamber of Commerce
2026**

- Signature events shared through appropriate City communication channels, determined by the City's Communications Manager. Graphics, images, and copy for social posts and other digital communication will be provided by the Chamber.
- The City will put up Taste of Louisville and Parade of Lights banners in accordance with the City's banner policy.

The Chamber of Commerce will submit a report of activities from the prior calendar year. This report should outline the significant events that were held as well as number of business engaged during the year. The Chamber should also share its current membership as well as any new member prospects. This report should be submitted to the Economic Vitality Manager no later than March 1st. Should the Chamber request specific or additional funding, any request for additional funding should be sent in writing to the Economic Vitality Manager no later than May 15th for the following year. As part of the request, the Chamber should include a description of what activities the money will be used for.

CITY OF LOUISVILLE

LOUISVILLE CHAMBER OF COMMERCE, INC.

By: _____
Christopher M. Leh, Mayor

By: _____

Attest: _____
Genny Kline, City Clerk

Attest: _____
Secretary



2026 City Grant Proposal Building Capacity for Growth & Community Impact

Gillian Millar, Executive Director
901 Main Street • Louisville, CO 80027
(303) 666-5747 • director@louisvillechamber.com
January 2026

Why City Investment in the Louisville Chamber Matters

Business needs and community expectations in Louisville have grown beyond what the current grant was designed to support. This request reflects a shared commitment between the City and the Louisville Chamber to sustain the visibility, vitality, and economic momentum that benefit residents, businesses, and the City as a whole.

Regionally, chambers operated in different ways. Some focus primarily on advocacy, while others deliver community events. Louisville is unique in that the Louisville Chamber delivers all three: large-scale community events, hands-on business support, and an expanding advocacy platform, while operating with lean staffing and comparatively modest public funding. Many peer cities invest substantially more in their chambers, and Louisville's current funding level was set when the Chamber operated a smaller set of events and more limited year-round programming. The scale of work, expectations, and community reach have changed significantly since that time.

With appropriate resources, the Louisville Chamber serves as a cost-effective extension of the City's economic vitality efforts. City funding enables the Chamber to:

- Produce keystone community events that drive local spending and civic pride
- Keep dollars local through campaigns, guides, and promotions that support Louisville businesses and generate tax revenue
- Extend City communications through Chamber networks without adding City staff
- Support entrepreneurs, creative industries, and cross-sector partnerships that strengthen the local economy

The impact of this work is measurable. According to a Harris Poll conducted for the U.S. Chamber of Commerce, 64 percent of consumers familiar with their local chamber are more likely to purchase goods and services from chamber members. In Louisville, Chamber-led community events generated more than 600,000 digital and print impressions in 2025, while membership grew by more than 50 percent as programming expanded to more than 50 programs and events annually.

This success now brings new strain. Event costs have risen, staffing demands have increased, and the scope of programming has outgrown the current grant model. The Chamber has delivered these outcomes through lean operations and revenue-generating events, but sustaining this level of economic and community impact has required drawing on reserves and stretching staff capacity beyond what is viable long term. Aligning City funding with the current scale of work ensures stability, continuity, and responsible growth, allowing the Chamber to remain a strong, accountable partner in advancing Louisville's economic vitality.

When the Chamber is fully resourced, Louisville's businesses, economy, and community thrive together.

On behalf of the Louisville Chamber, we respectfully request a review and update of the City's grant support for 2026 to reflect the scale of services now being delivered. Thank you for your partnership, your engagement, and your continued commitment to Louisville's vitality.

Introduction

Over the past 18 months, the Louisville Chamber has undergone a full revitalization. Since launching a new program model in early 2025, membership has grown by more than 50 percent, signature events have expanded, and the Chamber now delivers more than 50 programs and events annually, including twice-monthly networking to meet increased demand.

At the same time, the Chamber's advocacy role has matured. We now maintain consistent participation in City and regional meetings, providing real-time feedback from local employers while keeping businesses informed and engaged. Through initiatives such as Leaders Lunch and the Annual Education Summit, the Chamber supports workforce development and strengthens the local economy. For the Chamber, advocacy is partnership working alongside the City to improve communication, alignment, and outcomes for businesses and residents.

This progress has been made possible through strong collaboration with City staff across departments, particularly Economic Vitality. From Parks and Recreation to Communications and Public Works, City teams have worked with the Chamber as true partners. We are also grateful to Louisville City Council for its visible engagement with the business community, which builds trust and connection.

Today, the Louisville Chamber delivers all services required under the Agreement for Services, along with significant additional programming, marketing, and advocacy that did not exist when the original funding level was set. With one full-time and two part-time staff, the scope and expectations of this work now exceed what the current grant model was designed to sustain.

The Chamber is Louisville's connector, advocate, and promoter linking businesses, strengthening the local economy, and showcasing the people, places, and experiences that make Louisville special.

Contents

Proposed Grant Structure	Page 4
Service Scope and 2026 Expansion Summary	Page 5
Detailed Program Scope and City Impact	Page 10
Financial Summary and Funding Context	Page 15
Supporting Information and Reference Materials	Page 18
2026 Vision: The Year of Communication, Visibility, and Belonging	Page 19

Proposed Grant Structure & Request

The Louisville Chamber of Commerce is proud to serve as a long-standing partner to the City, connecting local businesses, residents, and visitors through programs that strengthen Louisville's economic vitality and community life.

The City of Louisville's current support totals approximately \$32,000, consisting of a \$30,000 annual grant and a \$2,000 Parade of Lights sponsorship, with fencing for the Parade provided separately by the City. This funding structure was established when the Chamber operated a smaller set of events and more limited year-round programming and participation. Since the Chamber's revitalization in 2025, the scale of community events, business engagement, advocacy, and citywide marketing has expanded significantly.

Total 2026 City Partnership Request: \$60,000

This request is an expansion of the existing Agreement for Services between the City of Louisville and the Louisville Chamber of Commerce, reflecting the increased scale, scope, and cost of the services now being delivered.

This investment supports more than 50 programs and events and year-round business and community promotion. No other organization in Louisville delivers this volume of public-facing economic and civic impact at this cost.

STRATEGY SNAPSHOT

The Chamber is halfway through a two year strategy. 2025 focused on rebuilding our systems, programs, and platforms. 2026 is about activating and fully leveraging that foundation.

In 2026, the Louisville Chamber will ensure every member is visible, every resident is informed, and every business has a clear path to connect, promote, and be heard. This is our guiding objective.

This focus sits alongside the Chamber's Connect, Advocate, Promote strategy and year-round programs. In 2026, our priority is not just building tools, but making sure they are actively used, widely seen, and meaningfully experienced across the entire community.

Service Scope and 2026 Expansion Summary

Program / Deliverable	Original Scope	Current & Expanded Scope	Why This Matters to the City
Community Signature Events			
Taste of Louisville	Single event/Business Showcase	Month-long campaign with 5 activations: Dinner on Main, Fun Run & Dog Jog, Silent Disco, Summerfest, Best Taste campaign (8,000+ in-person attendees supported by more than 200,000 digital and print marketing impressions)	Increases local and regional visitation, boosts Main Street foot traffic, strengthens community connection, and supports economic vitality by helping local businesses showcase and connect with residents and visitors. (40+ year civic tradition / free community event.)
Pints in the Park	Small local beer event	75+ breweries, 1,000+ attendees, 25 percent of attendees visiting from outside Boulder County (1,000+ in-person attendees supported by more than 200,000 digital and print marketing impressions)	Drives regional visitation and economic vitality while creating strong community engagement and high-visibility opportunities for local vendors, food partners, artists, and entertainers. (10 year event)
Parade of Lights	Parade and Small Santa Station	Expanded route, performances, Santa area with letter writing station, free hot chocolate around town and senior engagement and livestream in 26. (10,000+ in-person attendees and 1,500 participants supported by more than 185,000 digital and print marketing impressions)	A free, 40+ year civic tradition that brings together families, schools, and community groups to build civic pride, participation, and a strong shared sense of community, while giving local businesses a fun, visible way to showcase their brands to the community
Feel Good Festival	Not offered	New health, wellness and recreation festival.	Supports public health, family and senior engagement, and economic vitality by bringing together local wellness providers, youth programs, and regional partners in a free, inclusive community festival.
Annual & Ongoing Events & Programs			
City Event Bar	Included	Beverage service for Memory Square Park and Fire Station 1 Block Party. (Expanding in 2026)	Reduces City event cost and improves experience. The Chamber will provide beverage service and staffing for up to two City-designated community event

Program / Deliverable	Original Scope	Current & Expanded Scope	Why This Matters to the City
Golf Scramble	Not Included	New in 2026 - partnership with Coal Creek Golf Course and expanded engagement around the event.	The Chamber Golf Scramble brings key employers and sponsors to the City owned Coal Creek Golf Course, generating revenue for a City asset while strengthening the business relationships that drive Louisville's local economy.
Annual Education Summit	Not Included	Sell out launch in 2025 providing key information from Meet the Newsroom to Marketing and AI. Expanded program to include partnership with Latino Chamber and bi-lingual event in 2026.	The Education Summit on marketing and AI helps Louisville businesses stay competitive while the bilingual format ensures all businesses can access the tools needed to grow and contribute to the City's economy.
Directory & Community Guide	Old Guide	New Digest Guide. 10,000+ copies plus digital, two City editorial pages included. Option to increase. Modernized physical and digital strategy.	Resident, visitor, and business information with inclusion of key city events, programs, important contacts and more.
Support Local Campaigns	Not Included	2-3 campaigns across all commercial districts.	When residents buy local, sales tax stays in Louisville.
Annual Membership Drive	Not Included	In 2025 focus was membership retention and still 50% increase. Launching in Oct 2026 New Member Annual Drive	Brings more local businesses into the City-Chamber network, expanding communication, engagement, and participation in City programs.
Networking	Occasional	Monthly - 3rd Thur in 2026 plus new cross member events with Superior, Lafayette and Broomfield. Plus other multi-chamber opportunities.	Strong local business networks keep dollars in Louisville. Expanded networks strengthening local sales, visibility, and long-term economic vitality.
First Friday	DBA Event	Chamber to work with Cultural Services & DBA to support communications for FF. Chamber open for event for local business Pop Up expanded to monthly March - Nov	Allows businesses outside downtown to access this program, brings foot traffic into the Chamber to learn about all programs and members. Museum and Library participate.
Focus Groups	Not included	Industry focus groups and geographic focus group meetings.	Provides early, accurate, actionable intelligence about what is actually happening in the local economy.

Program / Deliverable	Original Scope	Current & Expanded Scope	Why This Matters to the City
Business Beat	City Program	Chamber presence and suggest 5 minute update on the agenda similar to LRC.	Allows business at the BB to be informed on other Chamber activity that may support their business and a chance to meet with City Council and EVC staff.
Leads Group & Home Pros Group	Not included	Provide local service businesses with trusted referral networks, helping them win work, stabilize revenue, and grow their businesses through relationships rather than expensive advertising.	Strong, locally connected service businesses keep jobs in Louisville, improve housing quality, support property values, and ensure residents have reliable local providers, all of which strengthens the City's tax base and neighborhood stability
Chamber Communications	Occasional	Improved in 25 and Expanding in 26. Quarterly What's On Monthly Louisville Loop Weekly What not to Miss Daily Info Hub Promotions Advocacy Insights newsletter Daily News Feed & Social Media	As a key 2026 objective, Chamber communications help solve fragmented local messaging by making businesses visible, residents informed, and City programs easier to find and use.
City Communications - Chamber Events	Included	Signature Chamber Events shared through appropriate City communication channels. (Expanded to include website/cal inclusions for community events)	Sharing community events increases attendance, strengthens civic engagement, and ensures the City's investments in programs, facilities, and public spaces deliver real value to residents
City Communications - City Events	Not included	The City has access to promote Fourth of July, Labor Day, and Music in the Park through the Chamber's new marketing program, extending City event visibility across business and community channels.	This broader promotion increases attendance, strengthens community participation, and ensures City funded events and programs achieve maximum impact without adding to City staff workload.
Advocacy & Economic Coordination			
County & Regional Engagement	Limited	NW Chamber Alliance, BizWest Editorial Board, PACE, Community Solutions, SBDC, World Trade Center, Latino Chamber, Mental Health Partnerships, Neurodivergent Programming, DBA, Downtown Women's Collective, Workplace Initiative.	Supports education, retention, advocacy, sustainability and protects Louisville's economic interests

Program / Deliverable	Original Scope	Current & Expanded Scope	Why This Matters to the City
City Engagement	Limited Attendance	Monthly attendance: LRC, EVC. (Adding Cultural Services in 26) As Needed: Front & Center Focus Group, City Council	Provides key information from City and community leaders and creates a forum for two-way dialogue with the business community.
Advocacy Resource Hub	Not offered	Issue updates, alerts, business guidance. Advocacy Insights newsletter	Improves two-way communication, factual sharing of information and time sensitive updates.
Leaders Lunch	Not included	Expanded Program, new format in 26 with panel and improved engagement.	Trusted settings where leaders can share major initiatives such as the Comprehensive Plan and transportation and rail projects directly with business leaders, receive real-time feedback.
Arts & Creative Economy			
Arts Hub Membership	Not offered	Launch of creative sector support: Arts Hub membership, Arts web page, Grant exploration, Sundance groundwork	Supports cultural economy and position Louisville as an Arts Friendly city.
Civic Partnership			
State of the City	Informal	Mayor's address and Chamber Annual Meeting. Expanded program with networking event.	Civic leadership & transparency. The networking event connects residents and businesses with City economic vitality leaders, strengthening transparency and community engagement.
Annual Awards	City table & Museum Award	Suggest adding City Recognition Award for staff, department, or Council	Highlights public service & partnership
Economic Vitality Coordination	Included	Monthly coordination Economic Vitality Manager.	Stronger policy alignment
Cultural Services Coordination	Not included	New in 2026 - Quarterly Cultural Services/Chamber Meeting to align on activities and communication	Ensures events, promotions, and communications are aligned, reducing duplication, improving attendance, and maximizing the impact of City and Chamber investments.
Historical Museum	Not included	Annual meeting with the museum to review joint initiatives.	Align on programing, communication and Annual Awards planning.

Program / Deliverable	Original Scope	Current & Expanded Scope	Why This Matters to the City
Enterprise Membership			
City Enterprise Membership	Fellowship	Enterprise-level partnership provides leadership access, advocacy engagement, employee and community connection, high-visibility recognition, and direct participation in strengthening Louisville's business climate and local economy.	It is important that the City is visibly supporting local businesses and the Chamber at the highest level while also having full access to Chamber programs, communications, and engagement platforms.
Staff access & promotion	Limited	Info Hub posting, event registration, directory visibility	Improves City–business coordination
Capacity & Operations			
Program Management	Stretched	Support for staff, marketing, and event delivery	Ensures quality and sustainability
City Service Inclusions	Included	Continued inclusions: City to provide: permits, police, fire, public works, fence (parade) liquor licenses, marketing and communication support at no charge.	This is a direct benefit to the Chamber and we recognize the cost saving for this inclusion.
Reporting			
City Staff/ Council Reporting	Offered	Continue with annual report submission outlining events, reach, and business engagement. Improved statistic driven reporting.	Clear visibility into how funds are used, what impact is achieved, and how Chamber programs support economic vitality, ensuring transparency, accountability, and informed decision making.
Board Reporting	Ongoing	Staff report quarterly to the board on finances, membership status. Annual Membership Audit, planning and budget in October.	Strong reporting and fiscal oversight ensure the Chamber remains stable, accountable, and capable of delivering the programs and services the City relies on to support economic vitality.

Creating the Moments That Bring Louisville Together

The City is investing in Louisville's civic and economic infrastructure, delivered through its Chamber partner. These funds support systems that benefit the whole community, including signature events, business engagement, and citywide marketing.

One of the roles of the Louisville Chamber is to serve as a citywide event production, marketing, and business engagement partner. This structure ensures the City is investing in a platform that delivers broad public benefit. The Chamber will deliver major community programs and economic outreach at a fraction of what it would cost to staff or contract internally.

By leveraging community partnerships, volunteers, sponsorships, and business participation, the Chamber multiplies the City's investment and extends its reach far beyond what municipal resources alone could achieve.

Community Focus: Large-Scale Community Events & City Partnership

Expanded Signature Events

In 2025, Chamber-led community events generated more than **600,000 digital and print impressions** and served **tens of thousands of in-person attendees**.

Chamber and City Coordination

- The Chamber will plan and manage four major community events: Taste of Louisville, Pints in the Park, Parade of Lights, and the Feel Good Festival. This includes ticket allocations, vendor booths, and beverage service at up to two additional City-designated events.
- The City will be presented as a civic partner in all event marketing, onsite signage, and post-event communications, positioning the City as a visible, engaged partner in community life while extending the City's communication reach across thousands of residents, visitors, and local businesses.
- Most Chamber events and programs are open to the broader community, with non-member pricing that ensures inclusive access while maintaining fairness for dues-paying members.

City Coordination/ Grant Inclusions

- Joint marketing through the City's newsletter, utility inserts, and communications and Chamber added as a city sponsored program in the same way as the Farmers Market and Streetfaire are included.
- City to provide: permits, police, fire, fencing (parade), public works, liquor licenses, marketing and communication support

Additional Event Partnership

- The Chamber will provide beverage service and staffing for up to two City-designated community events. (Labor Day Memory Square Park and Fire Station 1 Block Party)
- The Chamber to utilize their new marketing program to share city events throughout the year including Music in the Park, Labor Day Parade and Fourth of July.

Louisville's signature community events are a **cornerstone of civic identity and local commerce**. They drive thousands of locals and visitors to Louisville, increase local spending, and reinforce Louisville's reputation as a vibrant, connected community. **These events are free or low-cost to the public and serve residents, families, seniors, youth, and visitors, alongside Chamber promotional opportunities.**

Sustaining the Chamber's Growth

Business Focus: Chamber Programs & Organizational Growth

The Louisville Chamber delivers business-focused programs that support economic vitality, workforce development, advocacy, and citywide engagement. Funding in this category supports the Chamber's ability to deliver expanded programming, respond to growing demand, and serve as a coordinated partner across departments and initiatives.

Networking & Leadership Programs

- Expansion of monthly First Friday events to increase access for businesses outside of downtown
- Third Thursday Networking Events throughout 2026
- Continued expansion of Leaders Luncheons, with a new panel-based format planned for 2026
- Annual Education Program focused on Marketing, and AI, delivered in a bi-lingual format in 2026
- Expanded cross-chamber collaborations, including the Annual Broomfield Mixer, Superior Mixer and additional programs with our partnership with the Latino Chamber of Commerce, Lafayette Chamber of Commerce and Superior Chamber of Commerce.

Advocacy & Business Voice

Advocacy Demands Are Increasing

Advocacy demands are expected to continue expanding in 2026. The Chamber's current grant does not fund advocacy activities. Support is requested to cover additional labor required for communication, coordination, and education.

The Chamber serves as a two-way communication and business engagement partner for the City, helping share information about City initiatives, gather feedback from local businesses, and support successful implementation of projects and policies. This role improves compliance, reduces confusion, and strengthens trust between City staff and the business community.

- Regular regional participation in collaborative programs and groups, including:
 - Northwest Chamber Alliance
 - Small Business Development Center
 - BizWest Editorial Board
 - Commuting Solutions
 - Partners for a Clean Environment
 - World Trade Center
 - Mental Health Advocates
 - Latino Chamber partnership
 - Launch of an Advocacy Resource providing issue updates, resources, and action alerts for businesses
 - Monthly coordination meeting with the Economic Vitality Manager
 - Leaders Lunch advocacy partnership with the City - Key topics for 2026 are Transport and Comprehensive Plan.
 - Partnership with city Business Beat allowing Chamber an agenda item to update at the end similar to the LRC meetings.
 - Attending and reporting back on key city meetings: LRC, EVC, Council and Focus Groups when requested. (25 Parks & Rec and Front and Center requested Chamber input)
-

Citywide Marketing, Business Campaigns & Communication

- Members: Monthly Louisville Loop & News Feed and weekly "What Not to Miss" updates, Daily News Feed and Social communications.
- News Feed: Inclusion of city newsletters, council newsletters and important updates
- Community : Quarterly "What's On" guides
- Shop / Support Local campaigns to sustain spending across all commercial districts, including Downtown, DELO, McCaslin, Dillon, and CTC
- Cross-promotion of partner programs with the Library, Museum, Recreation Center, and SBDC
- Development of new focus groups aligned by geographic area and industry sector

- New promotional tools developed in response to member demand, including: Member calendars | Community offers / Member to Member Offers | Member News and blog content
- The Chamber lobby serves as a de facto visitor center for residents and visitors, providing guides, maps, and local information. Visitor traffic increased significantly in 2025, with expanded open house hours and further growth of visitor services planned for 2026 to better support tourism, local businesses, and community engagement.

The Chamber is working to serve as a central, reliable community resource in a currently fragmented communications environment.

Civic and Cultural Partnership

ANNUAL AWARDS: The Chamber will host the Annual Awards Ceremony in partnership with the Historical Museum. City participation includes a hosted table and suggest a new formal recognition of outstanding City staff, departments, or elected officials for contributions to Louisville's business community and economic vitality for 2026 and beyond.

STATE OF THE CITY: The Chamber hosts the annual State of the City address, providing an opportunity for the Mayor and City leadership to share successes, challenges, and priorities with the community. The networking event following the presentation allows residents and business owners to connect directly with City and business leaders, strengthening transparency, dialogue, and community engagement around the year ahead.

Directory & Community Guide Partnership

The Chamber produces the annual Louisville Directory & Community Guide, a year-round communication, marketing and relocation resource distributed to residents, visitors, and new residents.

- City inclusions - two dedicated editorial pages highlighting community history and key contacts
- Additional advertising or advertorial space for City departments such as Recreation, Golf Course, Library, or Cultural Services
- Promotes all Louisville events including Streetfaire, Farmers Market, Fourth of July, Music in the Park and Labor Day Parade.

The guide strengthens City visibility while promoting local programs, events, and amenities in a single, cohesive publication. Distribution has been modernized with evergreen print content and **a regularly updated digital guide to ensure information remains fresh and relevant**. The Directory & Community Guide is one of the most effective tools for showcasing Louisville's identity and is **consistently the most requested resource by the public**.

Arts & Creative Economy

- Launch of the Arts Hub Membership in 2026 supporting artists, creatives, and cultural businesses often underrepresented in traditional business programming
 - Development of a dedicated Arts Membership web page
 - Exploration of grant opportunities including Colorado Creates, Arts in Society, and Sundance Institute
-

City Enterprise Membership Upgrade

Upgrading the City's Chamber membership to Enterprise provides full access for all City departments and Council members to Chamber communications, event registration, Info Hub posting, and directory listings, strengthening collaboration between City staff and the business community.

- Full staff access to event registrations and Info Hub posting privileges
 - Enhanced visibility in the Chamber Directory, event materials, and digital guides
 - Stronger collaboration between City staff and local businesses
 - Memberships included for City Council, Golf Course, Cultural Services, Parks & Recreation, Senior Center and Recreation Center and communication department so that key information and resources can be shared and communicated
-

Reporting

Annual report submission outlining events, reach, and business engagement

Comparison Funding

Erie City Chamber Funding: \$112K

Lafayette City Chamber Funding: \$80K+ (Estimated for events only)

Street Faire: \$75K + | Ice Rink 30K

July 4th: \$30K

Financial Summary

Louisville Chamber of Commerce | 2025 Operating Snapshot

2025 Financial Results

Total Income: \$307,260
Total Expenses: \$327,666
Operating Loss: (\$20,406)
Interest Income: \$5,451
Net Loss: (\$14,955)

Event Revenue: \$160,781
Event Expenses: \$67,767
Net Event Contribution: \$93,014

Core operating expenses in 2025 included:
Payroll and contract labor: \$167,558
Facilities: \$28,543
General and administrative: \$31,623
Accounting, insurance, and financing: \$11,187
Directory production: \$15,448

Income Source	Amount	% of Total
Events	160,781	52.30%
Membership Dues	70,546	23.00%
City of Louisville Grant	30,000	9.80%
Boulder County Grant	17,500	5.70%
Directory & Guide*	16,450	5.40%
Rental Income	10,400	3.40%
Other (Labor Day bar, certificates, interest)	1,584	0.50%
Total	307,260	100%

**Pass through project this income is directly paid to the publisher.*

Financial Notes and Context

1. 2025 operated at a planned strain level

The Chamber covered its 2025 operating shortfall through reserves. This allowed the organization to meet rising expectations during a year of rapid growth, but it is not a sustainable funding model for 2026.

2. Events are financially strong

Chamber events generated a net contribution of \$93,014 in 2025. Events are not a financial

burden on the City or the Chamber. They are a core revenue engine that helps fund advocacy, City coordination, business networking and education, marketing and communications, volunteer management, and core administrative operations.

3. The financial pressure comes from scale, not performance

The Chamber did not run a deficit because programs failed. The deficit reflects a period of rapid rebuilding and growth, rising fixed costs, and the expanded scope of services now being delivered, even while operating with lean staffing and careful cost control.

4. 2025 was a recovery and growth year

After several difficult years following COVID and the need to modernize Chamber systems and programs, 2025 marked a strong recovery with more than 50 percent membership growth and highly successful events. The Chamber now delivers an unusually high level of economic and community impact on a modest operating budget of just over \$300,000.

5. Operations are exceptionally lean

The Chamber operates with very low overhead and a lean staffing model. While this requires reliance on minimal technology, it reflects strong fiscal discipline and careful use of resources rather than excess spending. The funding request is focused on sustaining programs, staffing, and community impact, not capital purchases.

6. Why increased City support matters

Increasing City funding to \$60,000 would ensure the Chamber remains a stable, professional partner capable of delivering the programs and coordination the City relies on.

Conclusion

The Louisville Chamber has delivered strong, measurable results with limited public funding: more than 50 programs and events annually, 50 percent membership growth, expanded advocacy, and community events generating over 600,000 impressions in 2025. These outcomes reflect efficient operations, revenue-generating programming, and a proven ability to deliver value in partnership with the City.

At the same time, the scale of work now being performed exceeds what the current grant was designed to support. Costs have risen, expectations have expanded, and sustaining this level of service without aligned funding is no longer viable. Updating the City's investment ensures stability, accountability, and continued impact without adding City staff or duplicating services.

This funding strengthens the Chamber's role as a connector, promoter, and advocate for Louisville's business community. It supports local spending, reinforces economic vitality, and extends the City's reach through trusted, established networks.

Most importantly, it reflects a shared commitment to Louisville's future. With the City as an active partner, the Chamber will continue building a community that is visible, vibrant, and connected where businesses thrive, residents benefit, and economic momentum continues to grow.

Important Scope Clarification

This grant request does not include funding for a future Visit or Discover Louisville platform, which would require separate scope, governance, and approval.

At the request of City staff, we want to clearly separate the Chamber Grant and any Discover Louisville initiative. There has been early discussion about a future Visit Louisville initiative. That concept would require its own scope, governance, and funding, and would be brought forward separately for City and Chamber review if pursued.

In the meantime, the Chamber has launched new marketing and promotional tools to help members better reach the community and support local engagement. These tools, including light Discover Louisville branding within our current website and platforms, are part of our ongoing Chamber strategy and are not a separate City funded initiative.

This grant request is focused entirely on sustaining and expanding the Chamber's current programs, events, business engagement, and community marketing activities.

****Parade Fence**

Following a safety incident in Boulder several years ago, the City requested that parade fencing be added to the Parade of Lights, with the City covering that cost as a reimbursement. In 2025, the fencing alone totaled approximately \$8,000, reflecting the rising costs and expanded route. Having the City contract directly for fencing ensures consistent safety standards and cost control while allowing the Chamber to focus on program delivery.

SUPPORTING INFORMATION

Visit Member Resource Page to View the following supporting documents.

<https://www.louisvillechamber.com/member-resources/>

2026 Event Guide: A big-picture view of this year's events and how your business can participate.

2026 Membership Guide: A detailed overview of membership levels, benefits, and new opportunities for 2026 to help you align your membership with your goals.

2025 Success: This year has been an exciting one — we've welcomed over **50% increase in membership**, expanded our programs, and strengthened connections across every sector.

www.LouisvilleChamber.com



2026 Vision | Louisville Chamber of Commerce *The Year of Communication, Visibility, and Belonging*

Our 2026 North Star

In 2026, the Louisville Chamber will ensure every member is visible, every resident is informed, and every business has a clear path to connect, promote, and be heard.

This is our guiding objective.

This focus sits alongside the Chamber's full Connect, Advocate, Promote strategy and year-round programs. In 2025, we rebuilt the Chamber's systems, events, and platforms. In 2026, our priority is making sure those tools are actually used, seen, and felt across the entire community.

People should not have to guess how to get involved in Louisville.
The Chamber should make it obvious.

Connect Louisville is about bringing together businesses, residents, and the City into one shared, visible network.

- Businesses are easy to find, follow, and support
- Residents know what is happening in town
- Events, programs, and promotions reach the whole community
- Business voices are organized and heard

The Chamber is not just a membership organization. It is the hub that keeps Louisville's business and community life connected.

Our 2026 Focus

Connect: Make it easier for businesses, residents, and partners to find each other, show up, and build relationships.

Promote: Turn Chamber tools into daily marketing for local businesses. If you are a Chamber member, you should feel promoted, not just listed.

Advocate: Make the Chamber the trusted business voice of the community.

What This Looks Like in 2026

- A packed and highly visible community calendar
- Businesses actively posting, hosting, and promoting
- Events that bring together residents and visitors
- Stronger collaboration between the City, businesses, and nonprofits
- A Chamber that feels visible, useful, and easy to engage with

When businesses are visible and people know what is happening:

- More people shop local
- More people attend events
- More relationships are built
- The entire community benefits

A connected city is a stronger city.

LOUISVILLE CHAMBER OF COMMERCE

MISSION

To champion the economic vitality, business growth, cultural richness, and civic well-being of Louisville and its community, empowering local businesses and fostering connections that strengthen our city.

VISION

Our vision is to inspire vibrant community engagement and empower lasting partnerships that fuel growth and opportunity.

Connect

Unlock meaningful networking, exclusive events, and powerful communication tools to drive connections, engage in impactful community events, and expand your reach through partnerships across Louisville and neighboring cities.

Advocate

Receive access to vital information, educational resources, and a unified voice advocating on the issues that matter most to our members at both local and state levels.

Promote

Size countless opportunities to showcase your business within the local community and throughout Boulder County, reaching new audiences and generating valuable referrals that drive growth.

LouisvilleChamber.com | info@louisvillechamber.com | 303 666 5747

**Agreement for Services between the
City of Louisville and the Louisville Chamber of Commerce
2025**

As approved in the fiscal year 2025 budget, adopted by City Council on November 04, 2024 the Louisville Chamber of Commerce will receive \$30,000 in annual funding. The \$30,000 includes support for ongoing Chamber programming and an additional \$2,000 to support the annual Parade of Lights event.

From its City funding, the Chamber of Commerce commits to provide the following services to benefit the Louisville business community:

- Planning and managing four cornerstone/signature events: Taste of Louisville, Pints in the Park, the Annual Awards Dinner and Parade of Lights.
- Provide a table (8 seats) for the Annual Awards Dinner, 4 tickets to Pints in the Park and 2 tickets for Taste of Louisville.
- Host Business Networking and additional events that provide businesses with an opportunity to engage with the Chamber, the City and other businesses.
- Promote and host one State of the City event in partnership with the City and the Mayor.
- Participate in and promote business-related City meetings and events, such as the Economic Vitality Committee, the Louisville Revitalization Commission and Economic Vitality events.
- Promoting and advertising business workshops and events hosted by Economic Vitality partners to include the City of Louisville Library, the Small Business Development Center and others on website, newsletter and social media. City to provide information.
- Lead beer garden component at City Events. Maximum of two events a year.
- Promote programs that benefit businesses in Louisville's commercial districts and across industries and size.
- The City will have a membership listings as part of this agreement for City Hall, Economic Vitality, the library, the history museum and the recreation/senior center.
- The City's logo will appear on print and digital collateral
- The director shall meet at least monthly with the Economic Vitality Manager to coordinate and collaborate on vitality activities. Economic Vitality Manager will also be included in meetings such as Advocacy Meetings and Board of Director meetings.

In partnership, the City commits to

- Event application fees are waived for Signature Chamber Events. City support services such as police and parks and rec are also waived for Signature Chamber Events.
- Economic Vitality will pay for a Fellowship Membership for the City.
- Full page ad in the City's print quarterly newsletter for Parade of Lights, Taste of Louisville, Pints in the Park and the Wellness Expo.
- The City will pay for the installation of the fencing at the Parade of Lights event.
- One section of the utility bill insert once a year.
- Signature Chamber Events shared through appropriate City communication channels.

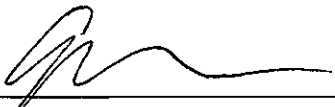
The Chamber of Commerce will submit a report of activities from the prior calendar year. This report should outline the significant events that were held as well as number of business engaged during the year. The Chamber should also share its current membership as well as any new member prospects. This report should be submitted to the Economic Vitality Manager no later than March 1st. Should the Chamber request specific or additional funding, any request for additional funding should be sent in

**Agreement for Services between the
City of Louisville and the Louisville Chamber of Commerce
2025**

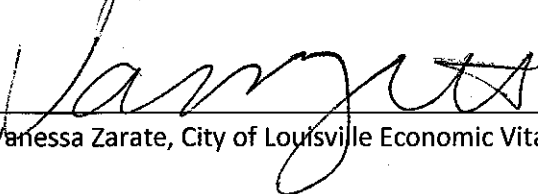
writing to the Economic Vitality Manager no later than May 15th for the following year. As part of the request, the Chamber should include a description of what activities the money will be used for.

This Agreement for Services will be reviewed annually by staff from each organization. Requested changes to the agreement will be made at mutual agreement of both parties.

Agreed to on January XX, 2025 by:



Gillian Millar, Louisville Chamber of Commerce Executive Director

 March 20 2025

Vanessa Zarate, City of Louisville Economic Vitality Manager

Subject: Resolution No. 32, Series 2026 - A Resolution Approving a Land Dedication Agreement for the AdventHealth GDP Amendments

Date: April 7, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:

Included for City Council approval is the final Land Dedication Agreement (the Agreement), required as a condition of the Avista Adventist Hospital General Development Plan (GDP), Amendment No. 2, and the ConocoPhillips Campus GDP, Amendment No. 1. The Agreement addresses the dedication of an approximately 7.5-acre tract of land for Open Space on the north side of the Avista Adventist Hospital GDP property.

Parcel Dedication Map



Background / Prior Discussions:

The dedication area covers approximately half of a 15-acre parcel listed on the Open Space Advisory Board's 2026 Candidate Open Space Ranking Map as a High Priority

(Parcel DD).

Development Proposal:

N/A

Analysis:

Following the approval of Ordinance No. 1904, Series 2025, and Ordinance No. 1905, Series 2025, staff and the City Attorney have worked with Portercare Adventist Health System to finalize the terms of the Agreement. A draft of the Agreement was included in the October 21, 2025 City Council packet. This final agreement language is substantively the same but includes final edits agreed upon by the parties.

The Agreement requires Portercare Adventist Health System to file a subdivision plat application with the City within six months to create the dedication tract. Once the subdivision plat is approved and recorded, Portercare Adventist Health System will execute a deed to the City dedicating the tract and provide title insurance.

The Agreement also specifies that the City will rezone the property as Open Space and manage it as Open Space-Preserve Land, as set forth in Section 15-4-(b)(1) of the City Charter. Portercare Adventist Health System has requested that the property not include active recreation, and this City Charter designation is consistent with limiting such uses on the parcel. The Agreement further specifies that the parcel will not include trails, trailheads, or other amenities, and that active recreation will not be permitted.

Council Work Plan:

This item is not on the 2026 City Council Work Plan

Fiscal Impact:

This will expand the City's Open Space land area and will require additional resources for management of the property.

Alternatives:

- Approve Resolution No. 32, Series 2026, Approving a Land Dedication Agreement for the AdventHealth GDP Amendments.
- Not Approve Resolution No. 32, Series 2026, Approving a Land Dedication Agreement for the AdventHealth GDP Amendments. This would result in the City not receiving the land dedication.

Recommendation:

Staff recommends approval of Resolution No. 32, Series 2026, Approving a Land Dedication Agreement for the AdventHealth GDP Amendments.

Attachments:

1. Resolution No. 32, Series 2026
2. Land Dedication Agreement

**RESOLUTION NO. 32
SERIES 2026**

**A RESOLUTION APPROVING A LAND DEDICATION AGREEMENT FOR THE
ADVENT HEALTH GDP AMENDMENTS**

WHEREAS, by Ordinance No. 1904, Series 2025, the City Council approved the ConocoPhillips Campus GDP, Amendment No. 1, conditioned upon execution by the applicant of a land dedication agreement for the 7.5-acre parcel for open space shown in the GDP amendment; and

WHEREAS, the City Council has reviewed the Land Dedication Agreement for the AdventHealth GDP Amendments, a copy of which accompanies this resolution, and desires to approve the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO THAT:

Section 1. The City Council hereby approves the Land Dedication Agreement for the Advent Health GDP Amendments between the City and PorterCare Adventist Health System (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

LAND DEDICATION AGREEMENT
[AdventHealth GDP Amendments]

THIS LAND DEDICATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("City"), and **PORTERCARE ADVENTIST HEALTH SYSTEM**, a Colorado nonprofit corporation ("Developer").

WHEREAS, Developer has submitted applications for approval of a second amendment to the Avista Adventist Hospital General Development Plan and the ConocoPhillips Campus General Development Plan (the "GDP Amendments") affecting real property legally described as Lot 1, Health Park Filing No. 5 and Lots 1-7, Health Park Filing No. 6 (the "Avista Property") and Lot 1, Block 2, Redtail Ridge Filing No. 1 (the "Redtail Ridge Property") (collectively, the "Development"), which GDP Amendments have been reviewed and approved by the Planning Commission and the City Council on October 21, 2025 by Ordinance No. 1904, Series 2025, and Ordinance No. 1905, Series 2025 ("Development Approval"); and

WHEREAS, Developer has identified certain land to be dedicated to the City in connection with the GDP Amendment, the legal description of which is set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Developer and City desire to enter into this Agreement relative to such land dedication.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. Within six (6) months following Development Approval, Developer shall file with the City a final plat application meeting all requirements set forth in Title 16 of the Louisville Municipal Code (the "Subdivision Plat") to replat the Avista Property to plat a separate tract for the proposed land dedication set forth in Exhibit A (the "Dedication Tract"). The Developer acknowledges that no assurance of approval of the Subdivision Plat by the City Council has been made by the City or relied upon by the Developer. Should the City Council not approve the Subdivision Plat, the legal description set forth in Exhibit A shall substitute for the Dedication Tract for all purposes set forth in this Agreement.

2. At the time the Subdivision Plat is presented to the City for recording, the Developer shall deliver an executed deed to the City conveying the Dedication Tract.

Said conveyance shall be by Special Warranty Deed in form and substance reasonably satisfactory to the City Attorney. Prior to such conveyance, the Developer shall, at Developer's expense, furnish the City a commitment for title insurance for the Dedication Tract. Such property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and rights-of-way that would be readily apparent from a physical inspection or survey. The Developer shall, at its expense, cause a title policy in conformance herewith to be delivered to the City following conveyance. The Developer shall not be responsible for any City fees associated with the filing of the Subdivision Plat application required by this Agreement.

3. The Developer specifically represents that to the best of its knowledge, (i) all portions of the Dedication Tract are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and (ii) that the Dedication Tract in its entirety is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer does hereby indemnify and hold the City harmless from any liability whatsoever that may be imposed upon the City by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to the Dedication Tract to the extent the same occurred during Developer's ownership of the Dedication Tract. For the avoidance of doubt, said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited or otherwise arising following the dedication of the Dedication Tract or prior to Developer's ownership of the Dedication Tract.

4. Dedication to Open Space. Following dedication of the Dedication Tract by Developer to the City, the City shall commence rezoning of the Dedication Tract to Open Space (OS) District pursuant to Chapter 17.44 of the Louisville Municipal Code and classify the land included in the Dedication Tract as Open Space-Preserve Land as set forth in Section 15-4(b)(1) of the City of Louisville Home Rule Charter. The land contained within the Dedication Tract shall not contains trails, trailheads, or other amenities, and no active or passive recreational activities will be permitted.

5. Breach of Agreement. In the event that either party should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach being delivered to the breaching party, unless the non-breaching party in writing and in its sole discretion designates a longer cure period, then, the non-breaching party shall have any and all rights available at law or in equity, or otherwise appropriate under city, state or federal law. For the avoidance of doubt, in the event the City is the non-breaching party, the City shall have the right to withhold building permits, certificates of occupancy, or provision of new utilities fixtures or services for or to the Development. Any costs incurred by the non-breaching party, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach shall be the responsibility of the breaching party.

6. Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

7. Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by the Developer to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall provide to the City for approval written notice of any proposed assignment of any obligations under this Agreement to any successor, as well as arrangements, if any, for delegation of the obligations hereunder. Developer and any successor shall, until written City approval of the proposed assignment and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement; following such approval, Developer shall be released from such obligations from and after the date of such approval, but such approval shall not release any previously accrued liabilities unless expressly agreed by the City. The City may require as part of any such approval that the successor execute its consent to be bound by specified terms and conditions hereof and/or of applicable provisions of the GDP Amendment and other applicable documents relating to the Development.

9. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

10. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80207

With a copy to:

Kelly PC
City Attorney
749 Main Street
Louisville, 80027

DEVELOPER:

PorterCare Adventist Health System
6061 S. Willow Dr
Greenwood Village, Colorado 80112
Attn: Regional Chief Legal Officer

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, Colorado 80202
Attn: Katie Crane

FSB Healthcare Realty LLC
Attn: Michelle Brokaw
8200 E Belleview Avenue, Suite 330C
Greenwood Village, Colorado 80111

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective three days after mailing or upon personal delivery in compliance with this paragraph.

11. Previous Agreements. All previous written and recorded agreements between the parties or their predecessors, including, but not limited to, any Annexation Agreement or Subdivision Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

12. Title and Authority. Developer warrants to the City that it is the record owner of the Development property or is acting in accordance with the currently valid and

unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

13. Governing Law; Venue; Severability. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Any disputes regarding or arising out of this Agreement shall be brought in the courts of Boulder County, Colorado, and in no other court. In the event that any provision of the Agreement is held to be violative of the city, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**PORTERCARE ADVENTIST HEALTH
SYSTEM**

Title: Regional CFO

STATE OF _____)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My commission expires:_____

EXHIBIT A

PARCEL DESCRIPTION

A PORTION OF LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6 AS RECORDED AT RECEPTION NO. 2353054 IN THE RECORDS OF BOULDER COUNTY, SITUATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE NORTH SIXTEENTH CORNER COMMON TO SAID SECTION 19 AND SECTION 20, BEARS NORTH 00°22'28" EAST FOR A DISTANCE OF 1327.76 FEET, AS SHOWN AND DESCRIBED ON SAID HEALTH PARK SUBDIVISION FILING NO. 6 PLAT, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

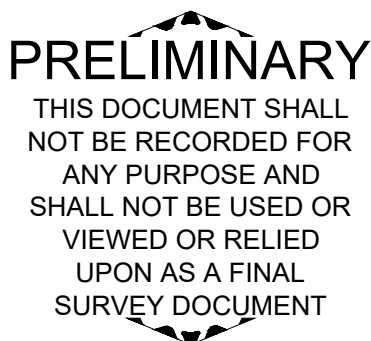
THENCE NORTH 73°46'06" WEST, A DISTANCE OF 2106.17 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE PERIMETER OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 36°30'05" EAST, A DISTANCE OF 95.98 FEET;
 - 2) NORTH 37°51'30" EAST, A DISTANCE OF 595.00 FEET;
 - 3) NORTH 89°02'09" EAST, A DISTANCE OF 1165.17 FEET;
 - 4) SOUTH 00°22'28" WEST, A DISTANCE OF 202.00 FEET;
- THENCE SOUTH 89°02'09" WEST, A DISTANCE OF 759.52 FEET;
THENCE SOUTH 79°02'55" WEST, A DISTANCE OF 481.30 FEET;
THENCE SOUTH 37°51'30" WEST, A DISTANCE OF 325.38 FEET;
THENCE SOUTH 36°30'05" WEST, A DISTANCE OF 94.54 FEET;
THENCE NORTH 53°29'55" WEST, A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 326,700 SQUARE FEET OR 7.5000 ACRES, MORE OR LESS.

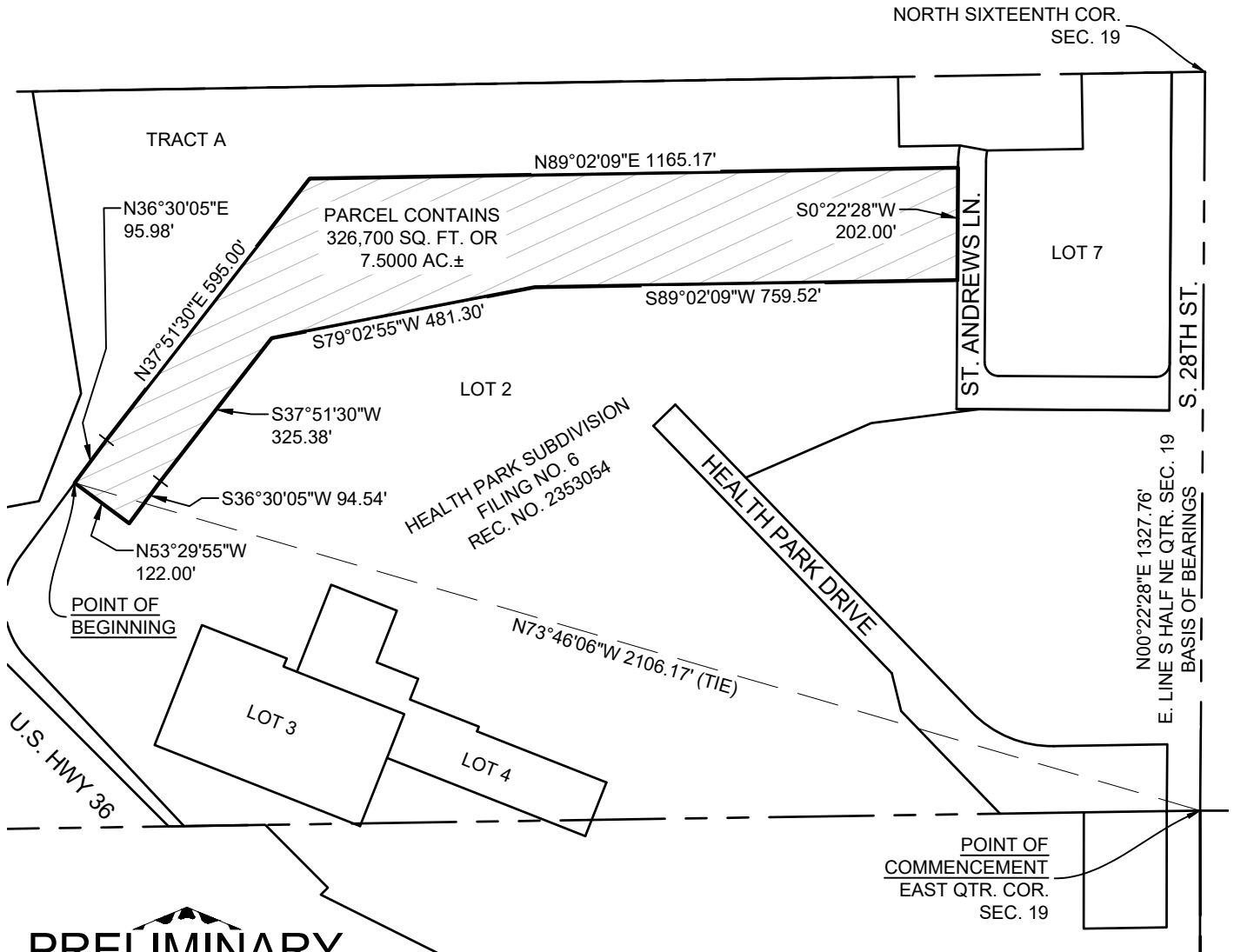
I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT A

A PORTION OF LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
SITUATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

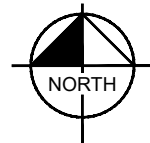
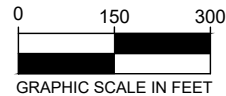


PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.



Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	DRW	DRW	2025-10-06	196315001	2 OF 2

Subject: Resolution No. 33, Series 2026 - A Resolution Approving Marshall Fire Permit Fee Refund Program to Remaining Rebuilds

Date: April 7, 2026

Prepared By: Samma Fox, Deputy City Manager
Rob Zuccaro, Director
Ryder Bailey, CPA, Finance Director

Presented By: Samma Fox, Deputy City Manager

Summary:

The item before Council tonight updates Council on the approach to the Marshall Fire Fee Refund program and includes a resolution to issue credits to those who would be eligible for this refund, but have not yet received a permit.

During the March 3, 2026 meeting, City Council approved the proposed Marshall Fire Permit Fee Refund Program, after the Finance Committee held multiple meetings on the topic and Council discussion during the July 2025 Budget Retreat.

Background / Prior Discussions:

In the City of Louisville, 549 homes were lost to the Marshall Fire. The City Council supported City Use Tax Rebates, allowances to build to lower codes, and a Marshall Fire specific administrative variance allowance to expedite processing. In addition, Louisville hired new staff and re-allocated staff throughout the organization to provide support. At the time, the Council decided not to rebate building permit and plan review fees however did rebate the City's portion of construction use taxes.

During the January 2025 Finance Committee meeting, the Committee requested staff to prepare an item for the March agenda providing insight on building permit and plan review fees collected, actions of neighboring jurisdictions, and options for consideration. The following outlines the purpose of building permit and plan review fees, decisions made by other communities relating to these fees, what has been collected by Louisville, and options for the committee's consideration.

Purpose of Community Development Fees

Building permits, inspection and review fees are critical to fund the administration of the permitting and inspection process. These fees are set at an amount intended to cover the average cost of administering a permit.

Community Development Fees are approved annually by the City Council during the

Comprehensive Fee updates. Fees are based on total valuation. Minimum valuation is determined in accordance with the City of Louisville Building Valuation Data Table per square foot. The valuation is calculated based upon standard building valuation data and where the actual total contract construction cost differs, the higher of the two valuation figures is used to determine the building permit fee. The City has the right to audit any project to determine if the proper permit fee was paid.

The last comprehensive fee study was performed in 2018 (Attachment: August 7, 2018 Council Packet – see pp. 251-267). That study includes a comprehensive analysis of costs and revenues and shows that based on a three-year average of revenues at that time, fees aligned with costs. The study also compared Louisville fees to five local municipalities and Boulder County and demonstrated that Louisville's fees were within the ranges of those jurisdictions. Because the total valuation drives building permit fees, a built-in inflationary factor is within the fees, as rising construction costs results in valuation increases, which adjusts permit fees.

The City of Louisville charges building permit and plan review fees for all permits issued, including those for the Marshall Fire Rebuilds. These fees are essential for funding the administration of the permitting and inspection processes. It is important to understand that there can be a significant amount of time between the collection of plan review and permit fees and the issuance of final certificates of occupancy, often lasting several months to years. As a result, the entire process frequently spans multiple calendar years and crosses budget periods.

The average residential permit and plan review fee for Marshall Fire re-builds is approximately \$9,700.

Prior Meetings

- Time of Marshall Fire: Council rebates a portion of construction use taxes. Defers building permit and plan review fee reconciliation to a future date.
- [January 2025 Finance Committee](#): The committee requested that staff prepare an item for the March agenda providing insight into building permit and plan review fees collected.
- [March 2025 Finance Committee](#): Staff presents Marshall Fire permit-related reconciliation.
- [June 2025 Finance Committee](#): Continuation discussion from March, and due to significant fiscal impacts and expectation of full City Council consideration, Policy direction deferred to the Annual Budget Retreat.
- July 23, 2025: During the Budget Retreat, Council directed staff to include \$1.7M in appropriations in the 2026 budget and develop a refund program for the Building & Plan Review fees.
- November 3, 2025: City Council Adopts the 2026 Budget, inclusive of \$1.7M Marshall Fire Refund Set aside.
- [March 3, 2026](#): City Council took action on the Marshall Fire Permit Fee Refund Program and supported the program, setting eligibility parameters and refund

amounts.

Development Proposal:

N/A

Analysis:

Proposed Credit

The program set by Council on March 3, 2026 applies to those who have already paid their permit fees. Staff proposes treating all fire survivors who meet the eligibility criteria the same way. This would mean, those who have not yet rebuilt, but otherwise meet program criteria, would be eligible for the same level of reduced permit fees as those who had already rebuilt. Staff proposes to accomplish this via a credit at the time of their application and payment of the permit fees. This is an administratively simpler approach for all parties. The program criteria, outlined below, will still apply:

- **Eligible Recipients:** Must be the owner of record on the disaster date. (Will be verified.)
- **Eligible Properties:** Owner and renter occupied, damaged (smoke damage that required more than insulation replacement) or destroyed single-family residences, located within the declared disaster. Property owner must apply for and receive approval for a building permit with the City.
- **Eligible Expenses:** The City will credit up to 48% of the Building Permit and Plan Review line items of the applicant's approved building permit. Refunds will be capped at \$4,200.

Staff estimates up to 15 permits would be eligible for the proposed credit, with \$63,000 in total credits if all received the cap amount. The credit program is structured to end December 31, 2028, aligning with the end date for the City's Use Tax Rebate program.

Proposed Program Implementation

Staff has explored contracting with local service providers with similar experience for this work and looked at internal options. Staff is working with the City Attorney's office to understand and deliver on the simplest implementation possible, that meets the program requirements as set by Council and does not add unnecessary risk to the process. While process details are still being refined, staff believes this program can be implemented internally for a lower cost than the third party proposal by increasing the hours for one or more existing part-time staff members to support program implementation and administration. Staff anticipates this costing no more than \$40,000. Final cost will be dependent on availability of staffing and complexity of program implementation. For example, cases of name change will require additional follow-up and if there are a lot of these more complex scenarios, there will be more staff time needed to support. With Council support, staff is prepared to finalize the process and begin implementing the program by the end of May.

Council Work Plan:

This item is not directly included in Council's Work Plan. Council provided direction on this through the 2026 budget process and extending the refunds as credits to those who have not yet received their permits aligns with Council's Equity, Diversity, and Inclusion lens.

Fiscal Impact:

Partially Budgeted - funds / resources for this item have been partially budgeted, but additional funding is being requested.

Proposed Credit

Staff estimates up to 15 permits would be eligible for this, with ~ \$63,000 in credits if all received the cap amount. This would be reflected as permit fee revenues not received. These revenues were budgeted in account 101016-421500 - Permits. Staff will reduce the Permit Revenue account by the maximum amount via a future budget amendment.

Proposed Program Implementation

For internal implementation, staff anticipate expanding hours of one or more internal part-time staff members to support implementation and administration of this program at a cost of no greater than \$40,000. This funding is not budgeted, and staff would add this to a future budget amendment.

Rebate Program

The 2026 Adopted Budget includes \$1.7M in appropriations for the Marshall Fire Refund Set aside.

Alternatives:**Proposed Credit**

Council may support the credit as presented, provide direction on program modifications, or decline to do the credit for those who have not yet received their permits. Program changes could create inconsistency between those who have already rebuilt and those still in the process of rebuilding. While there may be arguments that the refund is different than a future credit, treating fees differently for survivors based on timing of their rebuild processing could be seen as an equity issue, potentially hurting those who may have already had a hard time rebuilding.

Proposed Program Implementation

Council may choose to support internal implementation, ask staff to pursue contracting with a third party, or provide direction on an alternate approach. If Council supports contracting, staff will bring a contract forward at the next regular meeting date.

Recommendation:**Proposed Credit**

Staff recommends Council support the Marshall Fire Permit Fee credit program, in

alignment with the refund program by approving Resolution No. 33, Series 2026.

Proposed Program Implementation

Staff recommends Council support internal implementation with the additional funding requested.

Attachments:

1. Resolution No. 33, Series 2026

**RESOLUTION NO. 33
SERIES 2026**

**A RESOLUTION EXTENDING THE MARSHALL FIRE PERMIT FEE REFUND
PROGRAM TO REMAINING REBUILDS**

WHEREAS, on December 30, 2021, the Marshall Fire ignited and quickly spread to the City of Louisville, resulting in severe damage or total loss of almost six hundred (600) structures within the City of Louisville, most of them residential homes; and

WHEREAS, also on December 30, 2021, the Mayor of the City of Louisville, pursuant to Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-709, executed a Declaration of Local Disaster Emergency in and for the City of Louisville, which Declaration was thereafter continued in effect by resolution of the City Council, and the Governor of the State of Colorado issued a Declaration of Statewide Emergency in response to the Marshall Fire; and

WHEREAS, on January 1, 2022, President Joseph R. Biden approved a Major Disaster Declaration for the Event (DR-4634-CO) beginning on December 30, 2021 and continuing thereafter; and

WHEREAS, on March 3, 2026, the City Council approved the Marshall Fire Permit Fee Refund Program (the "Program") to partially refund building permit fees for permits that were issued for the reconstruction and repair of homes damaged or destroyed by the Marshall Fire; and

WHEREAS, the Program will refund forty-eight percent (48%) of the building permit and plan review fees, up to \$4,200, paid by said homeowners; and

WHEREAS, the City Council recognizes that not all homeowners wishing to rebuild or make repairs after the Marshall Fire have filed for a building permit; and

WHEREAS, the City Council finds that homeowners who have not yet applied for building permits should be eligible for the benefits of the Program and should receive a credit equal to forty-eight percent (48%) of the building permit and plan review fees, up to \$4,200; and

WHEREAS, by this Resolution, the City Council furthers its established policy of facilitating rebuilding of structures damaged or destroyed by the Marshall Fire as set forth in previous actions of the City Council; and

WHEREAS, the City Council recognizes those residents whose homes were damaged or destroyed by the Marshall Fire have suffered great losses and it is the policy of the City to assist and encourage these residents to return to the community.

NOW, THEREFORE, BE IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Requirements for credit. Persons applying for a building permit shall receive a partial credit of the building permit and plan review fees if all of the following requirements are met:

A. The building permit application is for major structural repair or rebuilding of a single-family residence that sustained fire damage from the Marshall Fire, but excluding smoke damage requiring insulation replacement only.

B. The building permit application has been filed by a person who, on December 30, 2021, was the owner of record of property in any jurisdiction on which a residence was damaged or destroyed by the Marshall Fire.

C. The building permit application is filed with the City of Louisville on or before December 31, 2028.

Section 2. Amount of Credit. The amount of the credit provided by this Resolution shall be forty-eight percent (48%) of the building permit fee and plan review fee line items, up to \$4,200.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Subject: Resolution No. 34, Series 2026 — A Resolution Approving a Business Assistance Agreement with Wild Irish Incorporated for an Economic Development Project in the City of Louisville

Date: April 7, 2026

Prepared By: Vanessa Zarate, Economic Vitality Manager

Presented By: Vanessa Zarate, Economic Vitality Manager

Summary:

Wild Irish Incorporated is a locally owned bar and restaurant looking to locate at 988 Dillon Road in Louisville. The business has operated a previous location in Boulder County and is looking to open a new bar and restaurant in Louisville in 2026.

The business is estimated to generate between \$2.7 million and \$3.9 million in sales per year over the first ten years of operation at the Louisville location. The business anticipates having 30 employees at opening and over 40 employees after three years. The average salary is anticipated to be around \$70,000 with variable benefits.

Staff is proposing an incentive of 50% of the eligible sales tax generated for five years, up to \$234,000, and a rebate of half of the building permit and signage permit fees and use tax, up to \$5,000.

Background / Prior Discussions:

[Louisville Municipal Code \(LMC\) Chapter 3.24](#) outlines the standards and requirements for participation in the City's Business Assistance Program. This incentive policy applies to new and expanding sales-tax generating businesses looking to locate, expand, or relocate within the City of Louisville. The program allows for rebates on sales/use tax, construction use tax, consumer use tax, sales tax, building permit fees and signage permit fees. The program allows for administrative approvals if the total BAP incentive is below \$50,000, and requires City Council approval for any incentives beyond that amount.

Additionally, the program can assist with a vacant building bonus. In 2025, the City amended the program to add an Enhanced Assistance provision of the ordinance, which supports businesses that have extreme high-end up-front costs to start-up and operate.

Rebates are based on newly generated revenues within each BAP component. All rebates are paid based on true costs and revenues generated for the project. The City

retains all other revenues generated from the project through the duration of the BAP and once the BAP terminates.

Development Proposal:

N/A

Analysis:

The proposed BAP provides rebate assistance to the new business to support their attraction to Louisville as well as continued operations. Proposed assistance includes a 50% rebate of building permit and signage permit fees and use tax, up to \$5,000. In addition, the proposal includes a 50% rebate for five years of newly eligible generated City General Sales Tax (3%), up to \$234,000. The City would retain an estimated \$354,900 in new sales tax in the first five years and retain all sales tax generated after the end of the BAP.

Gross Retail Sales Projections	
Year 1	\$ 2,750,000.00
Year 2	\$ 2,950,000.00
Year 3	\$ 3,100,000.00
Year 4	\$ 3,300,000.00
Year 5	\$ 3,500,000.00
	\$ 15,600,000.00

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	\$ 468,000.00	50%	\$ 234,000.00
	Open Space- .5%	\$ 78,000.00	N/A	\$ -
	Historic Preservation- .125%	\$ 19,500.00	N/A	\$ -
	Recreation Center- .150%	\$ 23,400.00	N/A	\$ -
	Subtotal	\$ 588,900.00		\$ 234,000.00

Eligible project costs		\$ 160,000.00		
Building Permit Fee- 50%	Detail of Taxes		Rebate %	Rebate Amount
	Building Permit Fee	\$ 1,360.00	50%	\$ 680.00
	Plan Review Fees	\$ 884.00	50%	\$ 442.00
	City Use- 3%	\$ 2,400.00	50%	\$ 1,200.00
	Open Space- .3125%	\$ 250.00	N/A	\$ -
	City Parks- .1875%	\$ 150.00	N/A	\$ -
	Historic Preservation- .125%	\$ 100.00	N/A	\$ -
	Recreation Center- .150%	\$ 120.00	N/A	\$ -

Subtotal	\$	5,264.00	\$	2,322.00
-----------------	-----------	-----------------	-----------	-----------------

Eligible project costs		\$	10,000.00		
Sign Permit Fee- 50%	Detail of Taxes	Amount Paid		Rebate %	Rebate Amount
	Building Permit Fee (Minor)	\$	210.00	50%	\$ 105.00
	Plan Review (In-House, Minor)	\$	136.50	50%	\$ 68.25
	City Use- 3%	\$	150.00	50%	\$ 75.00
	Open Space- .3125%	\$	15.62	N/A	\$ -
	City Parks- .1875%	\$	9.38	N/A	\$ -
	Historic Preservation- .125%	\$	6.25	N/A	\$ -
	Recreation Center- .150%	\$	7.50	N/A	\$ -
	Subtotal	\$	535.25		\$ 248.25

Council Work Plan:

This BAP agreement supports Economic Vitality goals to support existing, new and expanding businesses.

Fiscal Impact:

Since the rebates are based on newly anticipated revenues, there will be no fiscal impact to the City from granting the rebates. The City is estimated to receive \$354,900 in net new sales tax in the first five years and \$3,229 in building permit and signage permit fees and use tax after the rebates. The City will then receive 100% of sales tax after the five-year rebate period.

Alternatives:

- Approve the Business Assistance Program Package as presented
- Approve the Business Assistance Program Package with different terms
- Do not approve the Business Assistance Program Package

Recommendation:

Staff recommends approval of the proposed Business Assistance Program agreement for Wild Irish Incorporated.

Attachments:

1. Resolution No. 34, Series 2026
2. Wild Irish BAP

**RESOLUTION NO. 34
SERIES 2026**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH WILD IRISH INCORPORATED FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Wild Irish Incorporated desires to occupy the vacant retail space at 988 Dillon Road for a bar and restaurant, which will result in new jobs and tax revenue to the City; and

WHEREAS, a proposed Business Assistance Agreement between the City and Wild Irish Incorporated is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO THAT:

Section 1. The proposed Business Assistance Agreement between the City of Louisville and Wild Irish Incorporated (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, and the Mayor is further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 7th day of April 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

**BUSINESS ASSISTANCE AGREEMENT FOR
WILD IRISH INCORPORATED IN THE CITY OF LOUISVILLE**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2026, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "**City**"), and WILD IRISH INCORPORATED, a Colorado corporation (the "**Company**").

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a bar and restaurant in Louisville (the "**Project**"); and

WHEREAS, the Company seeks to occupy the existing space at 988 Dillon Road in Louisville (the "**Project Location**"); and

WHEREAS, the Company will bring new basic jobs within the City, as well as generate new fee and sales tax revenues; and

WHEREAS, the execution of this Agreement will provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; and

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project Location in the previous twelve (12) months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars (\$0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section

15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending December 31, 2026.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending December 31, 2026.
3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending December 31, 2026. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.
4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .5% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five (5) year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.
5. Payment of Rebates; Cap; Inspection.
 - a. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) **Five Thousand Dollars (\$5,000.00)**.
 - b. The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed **Two Hundred and Thirty-Four Thousand Dollars (\$234,000.00)**. Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received **Two Hundred and Thirty-Four**

Thousand Dollars (\$234,000.00) in rebate payments, whichever occurs first.

- c. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below.
 - d. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7 and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.
6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.
7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).
9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

Wild Irish Incorporated
1290 Edinboro Drive
Boulder, CO 80305

If to City:

Louisville City Hall
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303-335-4531
EconomicVitality@LouisvilleCO.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2026, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.
11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its

successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.
18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this _____ day of _____, 2026.

WILD IRISH INCORPORATED

CITY OF LOUISVILLE

By: _____

Christopher M. Leh, Mayor

Printed Name: _____

ATTEST:

Title: _____

Genny Kline, City Clerk

Subject: Emergency Water Main Break Repair - Budget Amendment
Date: April 7, 2026
Prepared By: Ben Francisco, Operations Superintendent
Presented By: Kurt Kowar, Director

Summary:

In January 2026, a significant water main break occurred near 800 Coal Creek Circle that required immediate repair to restore water service and prevent further water loss and damage to surrounding infrastructure and property. Due to the complexity and equipment requirements, the City engaged Mid-City Corporation to complete the emergency repair and associated work.

The total cost of the emergency repair work performed by Mid-City Corporation is \$211,064.08 and staff is requesting City Council to receive and file notice of payment to Mid-City Corporation for the completed work.

Background / Prior Discussions:

In early January 2026, City staff responded to a water main break near 800 Coal Creek Circle. Public Works crews mobilized to the site and initiated standard operation procedures including excavation to investigate the extent of the damage.

City crews excavated to the maximum depth achievable with City-owned equipment with a partial exposure of the failure. Staff determined that deeper excavation and larger equipment were required to complete the repair. Additionally, the size of the excavation had already exceeded the amount of stockpiled structural backfill that the City had available to properly restore this area.

Due to these limitations, staff determined that a contractor with appropriate equipment and materials was necessary to safely complete the repair. Mid-City Corporation was contacted to assist with the emergency work.

Repairs were completed between January 4 and January 16, 2026 and included excavation of the damaged water line, installation of replacement pipe and fittings, structural backfill and compaction, curb and gutter replacement, and asphalt roadway restoration.

There have been no prior Council discussions regarding this repair.

Development Proposal:

N/A

Analysis:

The water main failure required an immediate response to protect public infrastructure and restore reliable water service. Once City staff determined that the repair exceeded the capabilities of available City equipment and materials, a contractor was engaged to complete the work.

This water line is a critical component of the City's distribution system and serves as the secondary water supply feed for Avista Hospital, Centennial Peaks Hospital, Monarch PK-8, and Monarch High School. While water service to the area was able to continue through the primary feed during repairs, redundancy to these facilities was temporarily reduced. Restoring this line was therefore a priority to maintain system reliability and ensure continued service to these critical community facilities.

Mid-City Corporation has previously performed work for the City through competitively bid projects as well as emergency response services and is familiar with the City's water infrastructure and construction standards. At the time of the emergency, two contractors were contacted to assist with the repair; however, Mid-City Corporation was the only contractor available to mobilize immediately and perform the required work.

Mid-City completed the emergency excavation and repair, including installation of replacement pipe components, structural backfill and compaction, and stabilization of the trench area. Once the water main repair was completed, staff obtained a quote from Mid-City Corporation for the concrete and asphalt restoration work. Staff compared the quoted pricing to the average unit prices from the City's 2025 bid awards for similar work and determined that both the concrete and asphalt pricing were below the average 2025 bid rates. Based on this comparison, staff elected to proceed with the roadway restoration at that time to avoid disturbing the area again in the future and to minimize additional impacts to the roadway and surrounding properties.

Under the City of Louisville Purchasing Policy, emergency procurement procedures may be used when immediate action is necessary to protect life, health, safety, or property, or when departmental operations may be severely impacted. Given the nature of the water main failure, the excavation depth required, and the need to restore the line quickly, staff determined the situation met the criteria for emergency procurement.

Council Work Plan:

This item supports the City Council Work Plan by maintaining critical public infrastructure and ensuring reliable water service for the community.

Fiscal Impact:

Not Budgeted - funds / resources have not been budgeted for this item, funding is being requested.

The emergency repair was not budgeted and will be funded through the Water Utility

Fund. In addition to the work performed by Mid-City Corporation, the Open Space Division has additional costs of approximately \$12,000 to restore the trail. A budget amendment will be required to appropriate funds for these expenditures.

Alternatives:

Due to the situation requiring an immediate response to maintain operations and protect public infrastructure, staff authorized the work under emergency conditions. Given the need for prompt action, no alternatives are available.

Recommendation:

Receive and file. City Manager approved payment in the amount of \$211,064.08 to Mid-City Corporation for the emergency water main repair work in alignment with Emergency Purchasing Policy Authority.

Attachments:

1. City of Louisville #108181 03.05.26 (with backup) REV 1



12930 W. Custer Ave., Butler, WI 53007

Phone: (262) 781-5940

Website: www.midcitycorp.us

Invoice

Invoice Number
108393
Invoice Date
3/5/2026
Due Date
4/4/2026

Bill To: CITY OF LOUISVILLE
749 MAIN ST.

LOUISVILLE, CO 80027

Work Performed At: LOUISVILLE WATER MAIN BREAK
800 COAL CREEK CIRCLE
LOUISVILLE CO

MCC Job No	Customer ID	Customer PO	Payment Terms	Date Ordered
2675-2001	LOUISVILLE		Net 30 Days	
Quantity	Description		Unit Price	Price
1.00	REVISED INVOICE 2675-2001		211,064.08	211,064.08

Subtotal	\$	211,064.08
Sales Tax (if applicable)	\$	0.00
Total Due	\$	211,064.08

Thank you for your business!

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid 1.5% service charge will be added to all accounts due 30 days or more. 18% per annum.



Date: 03.05.26

Re: Emergency repair

Item	Description	Qty	Unit	Unit \$	Invoiced Cost	20% Materials Markup	Total \$
1	Asphalt paving approximately 2,640 sq. ft. at 6" depth, using 1/2" HMA, compacted to grade.	2,640	SQFT	\$ 6.60	\$17,424.00	\$ 3,484.80	\$20,908.80
2	Paving Mobilization	1	EA	\$ 1,200.00	\$1,200.00	\$ 240.00	\$1,440.00
3	Equipment Mobilization - 140 Volvo -Pickup	3	HRS	\$ 160.00	\$480.00	\$ 96.00	\$576.00
4	Equipment Mobilization - 210EX - Pickup	2	HRS	\$ 175.00	\$350.00	\$ 70.00	\$420.00
5	Equipment Mobilization - 210EX/140 Volvo - Delivery	4	HRS	\$ 175.00	\$700.00	\$ 140.00	\$840.00
6	Disposal	1	EA	\$ 2,897.95	\$2,897.95	\$ 579.59	\$3,477.54
7	Class I Fill + Delivery	1	EA	\$12,409.83	\$12,409.83	\$ 2,481.97	\$14,891.80
8	Squeegee + Delivery	1	EA	\$ 728.17	\$728.17	\$ 145.63	\$873.80
9	Dirt backfill + Delivery	1	EA	\$ 4,950.00	\$4,950.00	\$ 990.00	\$5,940.00
10	Delivery of Concrete and Dirt	1	EA	\$ 3,250.00	\$3,250.00	\$ 650.00	\$3,900.00
11	Concrete patch back	1	EA	\$ 6,048.00	\$6,048.00	\$ 1,209.60	\$7,257.60
12	Materials - Ferguson Waterworks 1.5.2026	1	EA	\$27,724.21	\$27,724.21	\$ 5,544.84	\$33,269.05
13	Time and Equipment - 1.04.2026	1	EA	\$ 9,835.80			\$9,835.80
14	Time and Equipment - 1.05.2026	1	EA	\$42,963.96			\$42,963.96
15	Time and Equipment - 1.06.2026	1	EA	\$11,416.83			\$11,416.83
16	Time and Equipment - 1.07.2026	1	EA	\$ 9,571.80			\$9,571.80
17	Time and Equipment - 1.08.2026	1	EA	\$ 9,421.80			\$9,421.80
18	Time and Equipment - 1.09.2026	1	EA	\$ 4,171.50			\$4,171.50
19	Time and Equipment - 1.12.2026	1	EA	\$10,051.80			\$10,051.80
20	Time and Equipment - 1.13.2026	1	EA	\$10,069.80			\$10,069.80
21	Time and Equipment - 1.14.2026	1	EA	\$ 2,875.56			\$2,875.56
22	Time and Equipment - 1.15.2026	1	EA	\$ 3,469.32			\$3,469.32
23	Time and Equioment - 1.16.2026	1	EA	\$ 3,421.32			\$3,421.32
						TOTAL:	\$211,064.08

Notes:

-
-
-
-
-

Respectfully submitted, Mid City Corporation

Approved By:



Time & Material Worksheet

Standard Rates		Project: Louisville Emergency Repair		Date: 01.04.2026		FD # 2675-2001	
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -
Excavator 225 or eq.		\$ 285.00	\$ -	Vac Truck+water+dump		\$ 305.00	
Cat 308 or eq	3	\$ 220.00	\$ 660.00	Dump Trailer		\$ 175.00	\$ -
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -
Excavator Attachments			\$ -	2" Submersible Pump	11	\$ 55.00	\$ 605.00
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total
Superintendent	5	\$ 125.00	\$ 625.00	Administrator	0.5	\$ 72.00	\$ 36.00
Foreman w/Truck & Tools	10	\$ 220.05	\$ 2,200.50	Project Manager	1	\$ 165.00	\$ 165.00
Pipelayer	11	\$ 75.00	\$ 825.00	Over Time (ADD per Hour)		\$ 35.00	\$ -
Operator	22	\$ 75.00	\$ 1,650.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -
Laborer	22	\$ 65.00	\$ 1,430.00	Per Diem (ADD per Hour)		\$ 27.00	
TIME IMPACT:			Equipment & Labor				\$ 8,196.50
EXTENSION:			Disposal				\$ -
REASON:			Delivery				
DEDUCTION:			Subcontractors				
REASON:			Subtotal				\$ 8,196.50
			Overhead (%)			10%	\$ 819.65
			Subtotal				
			Profit (%)			10%	\$ 819.65
			Subtotal				
			Materials				\$ -
Total Adjustment to Contract Time: 0			Total				\$ 9,835.80
Materials:							
Work performed: Received call about water break in Louisville. Called in crew and moved to site. Haul in 1 of our mini ex machines. City provided loader and dump trucks for hauling off. Valves are not working and unable to isolate water line. Digging out while line is flowing.							
Rental Equipment/Subcontractors:							
MID CITY Project Supervisor:				Date:			
Owner Representative:				Date:			
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.							



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair				Date: 01.05.2026				FD # 2675-2001			
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total								
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.	4	\$ 285.00	\$ 1,140.00								
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -								
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -								
Excavator 225 or eq.	30	\$ 285.00	\$ 8,550.00	Vac Truck+water+dump		\$ 305.00									
Cat 308 or eq	8	\$ 220.00	\$ 1,760.00	Dump Trailer		\$ 175.00	\$ -								
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -								
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -								
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -								
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -								
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -								
Excavator Attachments			\$ -	2" Submersible Pump	23	\$ 55.00	\$ 1,265.00								
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -								
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -								
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -								
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -								
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -								
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -								
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -								
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -								
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -								
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -								
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total								
Superintendent	23	\$ 125.00	\$ 2,875.00	Administrator	0.5	\$ 72.00	\$ 36.00								
Foreman w/Truck & Tools	46	\$ 220.05	\$ 10,122.30	Project Manager	1	\$ 165.00	\$ 165.00								
Pipelayer	46	\$ 75.00	\$ 3,450.00	Over Time (ADD per Hour)		\$ 35.00	\$ -								
Operator	46	\$ 75.00	\$ 3,450.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -								
Laborer	46	\$ 65.00	\$ 2,990.00	Per Diem (ADD per Hour)		\$ 27.00									
TIME IMPACT:				Equipment & Labor			\$ 35,803.30								
EXTENSION:				Disposal			\$ -								
REASON:				Delivery											
DEDUCTION:				Subcontractors											
REASON:				Subtotal			\$ 35,803.30								
				Overhead (%)		10%	\$ 3,580.33								
				Subtotal											
				Profit (%)		10%	\$ 3,580.33								
				Subtotal											
				Materials		5.0%	\$ -								
Total Adjustment to Contract Time: 0				Total \$ 42,963.96											
Materials: Haul in squeegee, rock and pipe materials from Ferguson. Tee, valves, pipe and bends.															
Work performed: Move in larger trac hos to continue digging. Haul in bedding and materials for repair work. Left water running, as valves are leaking pass, unable to isolate water line. Could not pour kickers for thrusting until next day. Hydrant left open after connections made. City provided dump trucks and loader and large water pump.															
Rental Equipment/Subcontractors:															
MID CITY Project Supervisor: Date:															
Owner Representative: Date:															
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.															



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.06.2026		FD # 2675-2001	
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total		
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.	2	\$ 285.00	\$ 570.00		
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -		
Backhoe		\$ 165.00		Goose neck and truck	2	\$ 115.00	\$ 230.00		
Excavator 225 or eq.	10.5	\$ 285.00	\$ 2,992.50	Vac Truck+water+dump		\$ 305.00			
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -		
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -		
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -		
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -		
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -		
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -		
Excavator Attachments			\$ -	2" Submersible Pump	4	\$ 55.00	\$ 220.00		
Compactor	9	\$ 85.00	\$ 765.00	45KW Generator		\$ 105.00	\$ -		
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -		
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -		
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -		
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -		
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -		
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -		
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -		
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -		
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -		
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total		
Superintendent	4	\$ 125.00	\$ 500.00	Administrator	0.5	\$ 72.00	\$ 36.00		
Foreman w/Truck & Tools	10.5	\$ 220.05	\$ 2,310.53	Project Manager	1	\$ 165.00	\$ 165.00		
Pipelayer	10.5	\$ 75.00	\$ 787.50	Over Time (ADD per Hour)		\$ 35.00	\$ -		
Operator	12.5	\$ 75.00	\$ 937.50	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -		
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00			
TIME IMPACT:				Equipment & Labor			\$ 9,514.03		
EXTENSION: Dys				Disposal			\$ -		
REASON:				Delivery					
DEDUCTION: Dys				Subcontractors					
REASON:				Subtotal			\$ 9,514.03		
				Overhead (%)		10%	\$ 951.40		
				Subtotal					
				Profit (%)		10%	\$ 951.40		
				Subtotal					
Total Adjustment to Contract Time: 0				Materials	Structural fill, Concrete	5.0%	\$ -		
				Total \$ 11,416.83					
Materials: Haul in structural fill for backfill. Hauled off 1 machine and brought in sheepsfoot for compacting. Concrete kickers (mix CBDP4500R)-13.1yds									
Work performed: Start backfill on pipe. Pour kickers for bends. City provided water meter to moisture treat backfill material. Mark Wozny on site to witness thrust blocks and flushing and backfill.									
Rental Equipment/Subcontractors:									
MID CITY Project Supervisor:				Date:					
Owner Representative:				Date:					
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.									



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.07.2026		FD # 2675-2001		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total			
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -			
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -			
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -			
Excavator 225 or eq.	10	\$ 285.00	\$ 2,850.00	Vac Truck+water+dump		\$ 305.00				
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -			
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -			
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -			
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -			
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -			
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -			
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -			
Compactor	10	\$ 85.00	\$ 850.00	45KW Generator		\$ 105.00	\$ -			
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -			
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -			
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -			
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -			
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -			
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -			
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -			
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -			
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -			
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total			
Superintendent	3	\$ 125.00	\$ 375.00	Administrator	0.5	\$ 72.00	\$ 36.00			
Foreman w/Truck & Tools	10	\$ 220.05	\$ 2,200.50	Project Manager	1	\$ 165.00	\$ 165.00			
Pipelayer	10	\$ 75.00	\$ 750.00	Over Time (ADD per Hour)		\$ 35.00	\$ -			
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -			
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00				
TIME IMPACT:				Equipment & Labor			\$ 7,976.50			
EXTENSION:				Disposal			\$ -			
REASON:				Delivery						
DEDUCTION:				Subcontractors						
REASON:				Subtotal			\$ 7,976.50			
				Overhead (%)		10%	\$ 797.65			
				Subtotal						
				Profit (%)		10%	\$ 797.65			
				Subtotal						
				Materials			\$ -			
Total Adjustment to Contract Time: 0				Total				\$ 9,571.80		
Materials:										
Work performed: Work on backfill of trench. City came to do a hard flush on water line to ensure being cleaned out. Mark Wozny on site for flushing.										
Rental Equipment/Subcontractors:										
MID CITY Project Supervisor: Date:										
Owner Representative: Date:										
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.										



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.08.2026		FD # 2675-2001	
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total		
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -		
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -		
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -		
Excavator 225 or eq.	10	\$ 285.00	\$ 2,850.00	Vac Truck+water+dump		\$ 305.00			
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -		
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -		
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -		
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -		
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -		
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -		
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -		
Compactor	10	\$ 85.00	\$ 850.00	45KW Generator		\$ 105.00	\$ -		
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -		
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -		
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -		
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -		
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -		
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -		
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -		
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -		
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -		
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total		
Superintendent	2	\$ 125.00	\$ 250.00	Administrator	0.5	\$ 72.00	\$ 36.00		
Foreman w/Truck & Tools	10	\$ 220.05	\$ 2,200.50	Project Manager	1	\$ 165.00	\$ 165.00		
Pipelayer	10	\$ 75.00	\$ 750.00	Over Time (ADD per Hour)		\$ 35.00	\$ -		
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -		
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00			
TIME IMPACT EXTENSION: Dys REASON: DEDUCTION: Dys REASON: Total Adjustment to Contract Time: 0				Equipment & Labor			\$ 7,851.50		
				Disposal			\$ -		
				Delivery					
				Subcontractors					
				Subtotal			\$ 7,851.50		
				Overhead (%)			10%	\$ 785.15	
				Subtotal					
				Profit (%)			10%	\$ 785.15	
				Subtotal					
				Materials/Trucking			5.0%	\$ -	
				Total			\$ 9,421.80		
Materials:									
Work performed: Continue backfill on water trench. Haul off material to dump and haul off dirt. Received call from Ben with Louisville, to proceed with concrete and asphalt repairs. City provided loader for use. Walked and lay out asphalt patch and curb to replace with Jared and Mark of Louisville.									
Rental Equipment/Subcontractors:									
MID CITY Project Supervisor:					Date:				
Owner Representative:					Date:				
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.									



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.09.2026		FD # 2675-2001		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total			
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -			
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -			
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -			
Excavator 225 or eq.	5	\$ 285.00	\$ 1,425.00	Vac Truck+water+dump		\$ 305.00				
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -			
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -			
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -			
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -			
Skid Steer		\$ 125.00	\$ -	3" Trash Pump (Gas)		\$ 55.00	\$ -			
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -			
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -			
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -			
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -			
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -			
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -			
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -			
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -			
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -			
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -			
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -			
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -			
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total			
Superintendent		\$ 125.00	\$ -	Administrator	0.5	\$ 72.00	\$ 36.00			
Foreman w/Truck & Tools	5	\$ 220.05	\$ 1,100.25	Project Manager	1	\$ 165.00	\$ 165.00			
Pipelayer	5	\$ 75.00	\$ 375.00	Over Time (ADD per Hour)		\$ 35.00	\$ -			
Operator	5	\$ 75.00	\$ 375.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -			
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00				
TIME IMPACT:				Equipment & Labor			\$ 3,476.25			
EXTENSION:				Disposal			\$ -			
REASON:				Delivery						
DEDUCTION:				Subcontractors						
REASON:				Subtotal			\$ 3,476.25			
				Overhead (%)		10%	\$ 347.63			
				Subtotal						
				Profit (%)		10%	\$ 347.63			
				Subtotal						
				Materials			\$ -			
Total Adjustment to Contract Time: 0				Total				\$ 4,171.50		
Materials:										
Work performed: Sawcut asphalt and curb. Get piled and ready to haul off. Clean and mound up remaining material to haul off. Snowing this day and cancelled remaining haul off, as pit closed because of weather.										
Rental Equipment/Subcontractors:										
MID CITY Project Supervisor: Date:										
Owner Representative: Date:										
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.										



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.12.26		FD # 2675-2001	
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total		
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -		
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -		
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -		
Excavator 225 or eq.	10	\$ 285.00	\$ 2,850.00	Vac Truck+water+dump		\$ 305.00			
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -		
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -		
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -		
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -		
Skid Steer	10	\$ 125.00	\$ 1,250.00	3" Trash Pump (Gas)		\$ 55.00	\$ -		
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -		
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -		
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -		
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -		
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -		
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -		
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -		
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -		
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -		
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -		
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -		
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -		
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total		
Superintendent	3	\$ 125.00	\$ 375.00	Administrator	0.5	\$ 72.00	\$ 36.00		
Foreman w/Truck & Tools	10	\$ 220.05	\$ 2,200.50	Project Manager	1	\$ 165.00	\$ 165.00		
Pipelayer	10	\$ 75.00	\$ 750.00	Over Time (ADD per Hour)		\$ 35.00	\$ -		
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -		
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00			
TIME IMPACT:				Equipment & Labor				\$ 8,376.50	
EXTENSION:				Disposal				\$ -	
REASON:				Delivery					
				Subcontractors					
				Subtotal				\$ 8,376.50	
DEDUCTION:				Overhead (%)		10%		\$ 837.65	
REASON:				Subtotal					
				Profit (%)		10%		\$ 837.65	
				Subtotal					
				Materials				\$ -	
Total Adjustment to Contract Time: 0				Total				\$ 10,051.80	
Materials:									
Work performed: Haul off dirt, asphalt and concrete. Finish backfill. Set up concrete and proof roll for forming tomorrow.									
Rental Equipment/Subcontractors:									
MID CITY Project Supervisor: Date:									
Owner Representative: Date:									
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.									



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair				Date: 01.13.26				FD # 2675-2001			
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total								
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.	4	\$ 285.00	\$ 1,140.00								
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -								
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -								
Excavator 225 or eq.	5	\$ 285.00	\$ 1,425.00	Vac Truck+water+dump		\$ 305.00									
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -								
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -								
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -								
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -								
Skid Steer	10	\$ 125.00	\$ 1,250.00	3" Trash Pump (Gas)		\$ 55.00	\$ -								
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -								
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -								
Compactor	5	\$ 85.00	\$ 425.00	45KW Generator		\$ 105.00	\$ -								
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -								
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -								
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -								
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -								
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -								
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -								
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -								
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -								
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -								
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total								
Superintendent	2	\$ 125.00	\$ 250.00	Administrator	0.5	\$ 72.00	\$ 36.00								
Foreman w/Truck & Tools	10	\$ 220.05	\$ 2,200.50	Project Manager	1	\$ 165.00	\$ 165.00								
Pipelayer	10	\$ 75.00	\$ 750.00	Over Time (ADD per Hour)		\$ 35.00	\$ -								
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -								
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00									
TIME IMPACT				Equipment & Labor			\$ 8,391.50								
EXTENSION:				Disposal			\$ -								
REASON:				Delivery											
DEDUCTION:				Subcontractors											
REASON:				Subtotal			\$ 8,391.50								
				Overhead (%)		10%	\$ 839.15								
				Subtotal											
				Profit (%)		10%	\$ 839.15								
				Subtotal											
				Materials/Trucking		5.0%	\$ -								
Total Adjustment to Contract Time: 0				Total \$ 10,069.80											
Materials:															
Work performed: Finish haul off of asphalt and concrete. Mobilize trac ho off site. Grading for new asphalt and concrete. Pass proof roll with Mark Wozny. Begin form work for concrete curb.															
Rental Equipment/Subcontractors:															
MID CITY Project Supervisor: Date:															
Owner Representative: Date:															
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.															



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.13.26		FD # 2675-2001	
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total		
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -		
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -		
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -		
Excavator 225 or eq.		\$ 285.00	\$ -	Vac Truck+water+dump		\$ 305.00			
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -		
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -		
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -		
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -		
Skid Steer	5	\$ 125.00	\$ 625.00	3" Trash Pump (Gas)		\$ 55.00	\$ -		
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -		
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -		
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -		
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -		
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -		
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -		
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -		
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -		
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -		
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -		
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -		
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -		
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total		
Superintendent	2	\$ 125.00	\$ 250.00	Administrator	0.5	\$ 72.00	\$ 36.00		
Foreman w/Truck & Tools	6	\$ 220.05	\$ 1,320.30	Project Manager	1	\$ 165.00	\$ 165.00		
Pipelayer		\$ 75.00	\$ -	Over Time (ADD per Hour)		\$ 35.00	\$ -		
Operator		\$ 75.00	\$ -	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -		
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00			
TIME IMPACT EXTENSION: Dys REASON: DEDUCTION: Dys REASON: Total Adjustment to Contract Time: 0				Equipment & Labor				\$ 2,396.30	
				Disposal				\$ -	
				Delivery					
				Subcontractors					
				Subtotal				\$ 2,396.30	
				Overhead (%)			10%	\$ 239.63	
				Subtotal					
				Profit (%)			10%	\$ 239.63	
				Subtotal					
				Materials/Trucking			5.0%	\$ -	
				Total			\$ 2,875.56		
Materials:									
Work performed: Pour new curb and gutter. 390 sq/ft									
Rental Equipment/Subcontractors:									
MID CITY Project Supervisor: Date:									
Owner Representative: Date:									
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.									



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.15.26		FD # 2675-2001		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total			
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -			
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -			
Backhoe		\$ 165.00		Goose neck and truck		\$ 115.00	\$ -			
Excavator 225 or eq.		\$ 285.00	\$ -	Vac Truck+water+dump		\$ 305.00				
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -			
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -			
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -			
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -			
Skid Steer	10	\$ 125.00	\$ 1,250.00	3" Trash Pump (Gas)		\$ 55.00	\$ -			
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -			
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -			
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -			
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -			
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -			
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -			
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -			
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -			
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -			
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -			
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -			
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -			
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total			
Superintendent	2	\$ 125.00	\$ 250.00	Administrator	0.5	\$ 72.00	\$ 36.00			
Foreman w/Truck & Tools	2	\$ 220.05	\$ 440.10	Project Manager	1	\$ 165.00	\$ 165.00			
Pipelayer		\$ 75.00	\$ -	Over Time (ADD per Hour)		\$ 35.00	\$ -			
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -			
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00				
TIME IMPACT:				Equipment & Labor			\$ 2,891.10			
EXTENSION:				Disposal			\$ -			
REASON:				Delivery						
				Subcontractors	K&B Asphalt		\$ -			
				Subtotal			\$ 2,891.10			
DEDUCTION:				Overhead (%)		10%	\$ 289.11			
REASON:				Subtotal						
				Profit (%)		10%	\$ 289.11			
				Subtotal						
				Materials			\$ -			
Total Adjustment to Contract Time: 0				Total				\$ 3,469.32		
Materials:										
Work performed: Placement of asphalt. Grade dirt behind new curb.										
Rental Equipment/Subcontractors:										
MID CITY Project Supervisor: Date:										
Owner Representative: Date:										
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.										



Time & Material Worksheet

Standard Rates				Project: Louisville Emergency Repair		Date: 01.16.26		FD # 2675-2001		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total			
Excavator 450/470 or eq.		\$ 375.00	\$ -	Equipment Transporter w/Oper.		\$ 285.00	\$ -			
Excavator 330/350 or eq.		\$ 325.00	\$ -	Side Dump w/Operator		\$ 155.00	\$ -			
Backhoe		\$ 165.00		Goose neck and truck	4	\$ 115.00	\$ 460.00			
Excavator 225 or eq.		\$ 285.00	\$ -	Vac Truck+water+dump		\$ 305.00				
Cat 308 or eq		\$ 220.00	\$ -	Dump Trailer		\$ 175.00	\$ -			
Excavator 60 or eq.		\$ 150.00	\$ -	Water Truck		\$ 125.00	\$ -			
Cat 950		\$ 305.00	\$ -	Pull behind vac trailer+water+dump		\$ 215.00	\$ -			
Cat 938		\$ 195.00	\$ -	6" Trash Pump (Diesel)		\$ 65.00	\$ -			
Skid Steer	8	\$ 125.00	\$ 1,000.00	3" Trash Pump (Gas)		\$ 55.00	\$ -			
Riding sheepsfoot		\$ 250.00	\$ -	4" Submersible Pump		\$ 65.00	\$ -			
Excavator Attachments			\$ -	2" Submersible Pump		\$ 55.00	\$ -			
Compactor		\$ 85.00	\$ -	45KW Generator		\$ 105.00	\$ -			
Hammer		\$ 155.00	\$ -	Small Generator		\$ 45.00	\$ -			
Sweeper		\$ 135.00	\$ -	8x8 shoring /day		\$ 260.00	\$ -			
Street Devices (daily & each)			\$ -	12x8 shoring /day		\$ 300.00	\$ -			
Type III Barricade		\$ 55.00	\$ -	16 and bigger x 8 shoring /day		\$ 355.00	\$ -			
Barrels		\$ 25.00	\$ -	Core machine		\$ 95.00	\$ -			
Candlesticks		\$ 20.00	\$ -	Jack Hammer - electric		\$ 65.00	\$ -			
Hole plate		\$ 12.00	\$ -	Air Compressor		\$ 75.00	\$ -			
Road Signs		\$ 35.00	\$ -	Jack Hammer - Air		\$ 65.00	\$ -			
Jersey cades		\$ 55.00	\$ -	Tandem Dump		\$ 95.00	\$ -			
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total			
Superintendent		\$ 125.00	\$ -	Administrator	0.5	\$ 72.00	\$ 36.00			
Foreman w/Truck & Tools	2	\$ 220.05	\$ 440.10	Project Manager	1	\$ 165.00	\$ 165.00			
Pipelayer		\$ 75.00	\$ -	Over Time (ADD per Hour)		\$ 35.00	\$ -			
Operator	10	\$ 75.00	\$ 750.00	Davis-Bacon (ADD per Hour)		\$ 19.00	\$ -			
Laborer		\$ 65.00	\$ -	Per Diem (ADD per Hour)		\$ 27.00				
TIME IMPACT				Equipment & Labor			\$ 2,851.10			
EXTENSION:				Disposal			\$ -			
REASON:				Delivery						
DEDUCTION:				Subcontractors						
REASON:				Subtotal			\$ 2,851.10			
				Overhead (%)		10%	\$ 285.11			
				Subtotal						
				Profit (%)		10%	\$ 285.11			
				Subtotal						
				Materials/Trucking		5.0%	\$ -			
Total Adjustment to Contract				Total				\$ 3,421.32		
Time:										
Materials:										
Work performed: Complete backfill and grading behind curb area. Haul off machine.										
Rental Equipment/Subcontractors:										
MID CITY Project Supervisor: Date:										
Owner Representative: Date:										
T & M's excludted in the field may not represent all costs associated with the work. Final invoicing will be determined in the office and may be subject to additional administrative expenses, as well as, material and subcontractor costs.										



10813 Highway 257 Spur
Greeley, CO 80634

Invoice

Date	Invoice #
1/6/2026	120471

Bill To
Mid City Corporation 12930 W. Custer Ave. Butler, WI 53007

Ship To
800 Coal Creek Cir Louisville, CO 80027

P.O. No.
2675-2001

Due Date
2/22/2026

Description	Qty	Rate	Amount
Purchase of Class 1 fill	983.76	4.00	3,935.04T
Delivery of Class 1 fill	983.76	8.25	8,116.02
Colorado Retail Delivery Fee		0.28	0.28
Sales Tax		9.11%	358.49

Please make checks payable to Ground Solutions	Total	\$12,409.83
	Payments/Credits	\$0.00
	Balance Due	\$12,409.83



10813 Highway 257 Spur
Greeley, CO 80634

Invoice

Date	Invoice #
1/5/2026	120425

Bill To
Mid City Corporation 12930 W. Custer Ave. Butler, WI 53007

Ship To
800 Coal Creek Cir Louisville, CO 80027

P.O. No.
2675-2001

Due Date
2/21/2026

Description	Qty	Rate	Amount
Purchase of squeegee	28.33	12.00	339.96T
Delivery of squeegee with Tandem	28.33	12.60	356.96
Colorado Retail Delivery Fee		0.28	0.28
Sales Tax		9.11%	30.97

Total		\$728.17
Payments/Credits		\$0.00
Balance Due		\$728.17

Please make checks payable to Ground Solutions



Date	Invoice #
1/8/2026	120541

Bill To
Mid City Corporation 12930 W. Custer Ave. Butler, WI 53007

Ship To
800 Coal Creek Cir Louisville, CO 80027

P.O. No.
2675-2001

Due Date
2/23/2026

[illegible]

	Total	\$4,950.00
Please make checks payable to Ground Solutions	Payments/Credits	\$0.00
	Balance Due	\$4,950.00



Date	Invoice #
1/12/2026	120543

Ship To
800 Coal Creek Cir Louisville, CO 80027

Due Date
2/23/2026

	Total	\$3,250.00
--	--------------	------------

Payments/Credits	\$0.00
Balance Due	\$3,250.00



17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1661969	\$27,724.21	70998	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 154820

SHIP TO:

MID CITY PLUMBING & HTG INC
12930 W CUSTER AVE
BUTLER, WI 53007

COUNTER PICK UP
17655 E 25TH DR
AURORA, CO 80011-4625

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1116	1116	CO12AU	LOUISVILLE	CJH	EMERGENCY REPAIR 12"	01/05/26	IO 79871
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
24	24	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	8.140	EA	195.36	
6	6	MJ4LA12	12 MJ C153 45 BEND L/A	581.620	EA	3489.72	
12	12	SSLCEX12	12 PVC WDG REST GLND *ONELOK E-COAT	171.350	EA	2056.20	
12	12	PSMJBBGP12	12 BLUE MJ BLT GSKT PK L/GLND	68.000	EA	816.00	
1	1	MJTLA12	12 MJ C153 TEE L/A	975.750	EA	975.75	
3	3	I12FAOXBLU	12 FOSTER ADPT KIT W/ BLUE BLT	530.050	EA	1590.15	
3	3	SSLCEX12	12 PVC WDG REST GLND *ONELOK E-COAT	171.350	EA	514.05	
3	3	PSMJBBGP12	12 BLUE MJ BLT GSKT PK L/GLND	106.850	EA	320.55	
3	3	MA23612312OL	12 DI MJ RW OL GATE VLV L/A	4006.000	EA	12018.00	
3	3	CVBLIDW	5-1/4 DROP VLV BX LID WTR	31.980	EA	95.94	
3	3	CVBSTS26	26 SC VLV BOX TOP SECT	115.990	EA	347.97	
6	6	CVBSBS30	24 EXT 30 BTTM SCRWB MID SECT 60S	95.470	EA	572.82	
3	3	C6860B160	6860 #160 VLV BX BSE 20-1/2	138.170	EA	414.51	
3	3	SSLCEX12	12 PVC WDG REST GLND *ONELOK E-COAT	171.350	EA	514.05	
3	3	PSMJBBGP12	12 BLUE MJ BLT GSKT PK L/GLND	68.000	EA	204.00	
40	40	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	35.680	FT	1427.20	

INVOICE SUB-TOTAL 25552.27

TAX Aurora 2171.94

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$27,724.21
---------------	----------------------	-------------------------	------------------	--------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Invoice #: 1132026.01

Date: 1/27/2026

Application #: 49

To: Mid City Corporation
6863 E 48th Ave
Dener, CO 80216

Invoice Due Date: 2/28/26

Payment Terms: Net 30 days

Contract: 44528 2026 Hauling Mid City

PO: 2675-2001

1/13/2026

140 Volvo
Pickup- 800 Coal Creek Cr Louisville

Deliver - 74th & Jay

PO - 2675-2001

Cont Item	Description	Quantity This Period	U/M	Unit Price	Amount This Period
20	1/13/2026 - 140 Volvo P/U and Delivery	3.00	HRS	160.000	480.00

Remit To:
Sunland Asphalt & Construction LLC
PO Box 31001-4196
Pasadena, CA 91110-4196
(602) 323-2800

Total Billed To Date:	480.00
Total Tax To Date:	0.00
Less Retainage:	0.00
Total Due This Invoice:	480.00



Invoice #: 152026.01

Date: 1/07/26

Application #:

To: Mid City Corporation
6863 E 48th Ave
Dener, CO 80216

Invoice Due Date: 02/0726

Payment Terms: Net 30 days

Contract: 44528 2026 Hauling Mid City Corporation

PO: 2675-2001

1/5/2026
140 ex Volvo w/ 2 buckets

210 EX

Pickup - 74th & Jay

Pickup - 69th & Oak St.

Deliver - 800 Coal Creek Circle

Deliver - 800 Coal Creek Circle

Louisville, CO 80027

Louisville, CO 80027

Cont Item	Description	Quantity This Period	U/M	Unit Price	Amount This Period
20	1/5/26-140 Ex Volvo with two Buckets & 210 EX	4.00	HRS	175.00000	700.00

Remit To:
Sunland Asphalt & Construction LLC
PO Box 31001-4196
Pasadena, CA 91110-4196
(602) 323-2800

Total Billed To Date: 700.00
Total Tax To Date: 0.00
Less Retainage: 0.00
Total Due This Invoice: 700.00



Invoice #: 162026.01

Date: 1/7/2026

Application #: 49

To: Mid City Corporation
6863 E 48th Ave
Dener, CO 80216

Invoice Due Date: 2/7/26

Payment Terms: Net 30 days

Contract: 44528 2026 Hauling Mid City

PO: 2675-2001

1/6/2026

210 ex

Pickup- 800 Coal Creek Circle

Louisville, CO 80027

Deliver- 69th & Oak st

Cont Item	Description	Quantity This Period	U/M	Unit Price	Amount This Period
20	1/6/25 - 210 EX	2.00	HRS	175.00000	300.00

Remit To:
Sunland Asphalt & Construction LLC
PO Box 31001-4196
Pasadena, CA 91110-4196
(602) 323-2800

Total Billed To Date:	300.00
Total Tax To Date:	0.00
Less Retainage:	0.00
Total Due This Invoice:	300.00

BFI TOWER LANDFILL - 5126
PO BOX 677839
DALLAS, TX 75267-7839
(303) 371-5115



MID CITY CORPORATION
12930 W CUSTER AVE
BUTLER, WI 53007

INVOICE

Invoice Date 01/15/2026
Invoice No 5126-000088404
Customer No 4-5126-0990592

Page No Page 1 of 2
Due Date UPON RECEIPT

Current Charges	Total Amount Due
\$2,897.95	\$6,996.65

Please pay total amount due

Billing Questions? Call (303) 371-5115

Thank you for your business! Please be sure to remit payments to our lockbox address shown on the bottom of the invoice.

Date	Code	Description	Reference	Rate	Quantity	Amount
1/08	CA	C&D	Y8-2407488	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	WHITE DOVE-RG22 PO#2570-2014			
1/08	CA	Vehicle:	MIDCITY-10-RG22			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407507	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	GRIEVES-24 PO#2570-2014			
1/08	CA	Vehicle:	MIDCITY-10-GRIEVES24			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407516	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	LCB-001 PO-Louisville Emergency Water			
1/08	CA	Vehicle:	MIDCITY-10-LCB001			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407581	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	PO LOUISVILLE EMERGENCY WATER LCB TRUCKI			
1/08	CA	Vehicle:	MIDCITY-10-LCB001			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407612	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	DRVR-BOBBY PO-Louisville Emergency Water			
1/08	CA	Vehicle:	MIDCITY-10-GRIEVES24			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407662	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	JOB Louisville Emergency Water			
1/08	CA	Vehicle:	MIDCITY-10-LCB001			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/08	CA	C&D	Y8-2407740	23.01	10.00 YD	\$230.10
1/08	CA	Reference:	LCB001 PO- Louisville Emergency Water			
1/08	CA	Vehicle:	MIDCITY-10-LCB001			
1/08	CA	Contract:	C&D-DUMP TRKS			
1/09	CA	C&D	Y8-2407894	23.01	10.00 YD	\$230.10
1/09	CA	Reference:	JOB 2570-2014 WHITE DOVE RG23			
1/09	CA	Vehicle:	MIDCITY-10-RG23			
1/09	CA	Contract:	C&D-DUMP TRKS			
1/09	CA	C&D	Y8-2407946	23.01	10.00 YD	\$230.10
1/09	CA	Reference:	JOB 2570-2014 WHITE DOVE RG23			
1/09	CA	Vehicle:	MIDCITY-10-RG23			
1/09	CA	Contract:	C&D-DUMP TRKS			
1/14	CA	C&D	Y8-2409022	23.01	10.00 YD	\$230.10
1/14	CA	Reference:	WHITE DOVE JOB 2570-2014			
1/14	CA	Vehicle:	MIDCITY-10-RG22			
1/14	CA	Contract:	C&D-DUMP TRKS			
1/14	CA	C&D	Y8-2409032	23.01	10.00 YD	\$230.10
1/14	CA	Reference:	WHITE DOVE RG23 2570-2014			
1/14	CA	Vehicle:	MIDCITY-10-RG23			

Date	Code	Description	Reference	Rate	Quantity	Amount
1/14	CA	Contract: C&D-DUMP TRKS				
1/15	CA	C&D	Y8-2409256	23.01	10.00 YD	\$230.10
1/15	CA	Reference: PO 2570-2014 WHITE DOVE RG23				
1/15	CA	Vehicle: MIDCITY-DOVERG23				
1/15	CA	Contract: C&D-DUMP TRKS				
1/15	Z8	ADMINISTRATION FEE	SC1387972	5.95	1.00	\$5.95
1/15	TQ	YD-CD/MSW at \$1.09/YD on 120.00		0.00		\$130.80

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$4,346.30	\$2,650.35	\$0.00	\$0.00	\$6,996.65

please return this portion below with your payment. Do not attach check stub.



BFI TOWER LANDFILL - 5126
PO BOX 677839
DALLAS, TX 75267-7839
(303) 371-5115

Please write your account number on your check and make payable to:

Please Return Payment to: BFI TOWER LANDFILL - 5126
PO BOX 677839
DALLAS, TX 75267-7839

To pay invoices via phone - Please call: 503-404-4204

Invoice Date 01/15/2026
Invoice No 5126-000088404
Customer No 4-5126-0990592

Current Charges \$2,897.95

Total Amount Due \$6,996.65

Amount Paid: _____

MID CITY CORPORATION
12930 W CUSTER AVE
BUTLER, WI 53007

K & B Constructions, Inc
6670 County Road 21
Fort Lupton, CO 80621
3035918359
olivia@kandbconstructions.com
www.kandbconstructions.com

Invoice
0326202718



BILL TO Mid City Corporation 6863 E 48th Ave Denver, CO 80216	DATE 01/20/2026	PLEASE PAY \$18,624.00	DUE DATE 02/19/2026

ACTIVITY	QTY	RATE	AMOUNT
Asphalt Paving 01/15/26 - Asphalt paving approximately 2,640 sq. ft. at 6" depth, using 1/2" HMA, compacted to grade for a nice finish.	2,640	6.60	17,424.00
Mobilization Fee Paving mobilization.	1	1,200.00	1,200.00

City of Louisville 800 Coal Creek Cir Louisville, CO 80027	TOTAL DUE	\$18,624.00
--	-----------	-------------

THANK YOU.

Terms: Net 30. Interest of 2.0% per month if not paid 30 days from invoice date.

Subject: Ordinance No. 1920, Series 2026 — An Ordinance Removing Lot 1, Block 3, Jefferson Place Subdivision from the Old Town Overlay and Adding to the Boundaries of Downtown Louisville — 1st Reading, Set Public Hearing

1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.

Date: April 7, 2026

Prepared By: Emily Cline-Gibson, Planner II

Presented By: Emily Cline-Gibson, Planner II

Summary:

This proposal includes updating the Louisville Municipal Code to remove Lot 1, Block 3, Jefferson Place (811 Walnut Street) from the Old Town Overlay and adds it to the boundaries of Downtown Louisville. This follows the rezoning of the property from Residential Medium Density (RM) to Commercial Community (CC), which was approved by City Council in October 2025. Since the property is adjacent to and now in the same commercial zone district as Downtown Louisville, the new designation will result in changing the applicable development standards from the Old Town Overlay zoning standards that apply to residential development to the Design Handbook for Downtown Louisville (the “Handbook”).

Background / Prior Discussions:

The subject property consists of Lot 1, Block 3 of the Jefferson Place Subdivision, which was platted in 1880. The building located on the subject property was constructed around 1954 by the Mountain States Telephone & Telegraph Company for office space and was zoned residential until 2025, when the property was rezoned to CC after City Council found the rezoning request to be consistent with the criteria found in LMC Sec. 17.44.050 (Meeting packet linked [here](#)). The rezoning did not include any modifications to the Old Town Overlay or the Downtown Louisville boundaries, and the property remains in the Old Town Overlay, where it has been located since the overlay was established. Following approval of the rezoning request, the building opened operations as a retail shop.



Image of subject property.

An existing alley is located along the eastern property line and historically acted as a division between the CC zone, which includes the Downtown Louisville boundaries and the RM zone, which includes the Old Town Overlay boundaries. The Downtown Louisville area represents the predominantly commercial area and the Old Town Overlay represents the predominantly residential area surrounding downtown.



Current zoning which shows the Old Town Overlay (green stripes) and Downtown Louisville (blue stripes).

The Old Town Overlay ordinance was established in 1995 and provides zoning standards intended to maintain the residential character of Old Town. The ordinance also provides a description of the overlay boundaries, which includes the subject property. The Old Town Overlay zoning district regulations provide baseline zoning information for residential structures, such as garage access from alleys, minimum setbacks, maximum floor area ratios, and maximum building heights. The overlay encompasses RM and Residential Low Density (RL) zone districts.

The definition of Downtown Louisville was established in 1998 and provides a

description of the downtown boundaries. The Westerly Portion of Downtown Louisville was approved as a separate definition in 1999, establishing site boundaries specific to the western downtown area for the purpose of providing maximum floor areas. The CC zone district and the Commercial Business (CB) zone district are incorporated into both definitions as applicable zone districts for Downtown Louisville.

The Design Handbook for Downtown Louisville was approved in 1998 and provides commercial design standards specifically for Louisville's historic downtown area. The Handbook includes design considerations such as architectural details, building mass, and design standards for historic buildings. The Handbook provides specific standards for the Core Area of Downtown, which contain traditional commercial storefronts, and the Transition Area of Downtown, which buffers the commercial core from the surrounding residential neighborhoods. A map on Page viii of the Handbook specifies which areas are designated as Core or Transition areas.

At the March 12, 2026 regular Planning Commission meeting, the Commissioners unanimously approved Resolution No. 5, Series 2026, recommending approval of the draft ordinance following a public hearing.

Development Proposal:

The proposal includes amending two definitions in LMC Sec. 17.08 to include 811 Walnut Street within the boundaries of downtown. The following amendments are proposed (words to be added are underlined):

Sec. 17.08.113 – Downtown Louisville.

Downtown Louisville means and includes (1) that certain Commercial Community (C-C) zone district set forth on the official zoning district map of the city and bounded on the north by South Street; on the south by the south line of the Town of Louisville Subdivision and south line of the Pine Street Plaza Subdivision; on the west by the alley between Main Street and LaFarge Avenue, and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley; and on the east by the south and west boundary of East Louisville Subdivision and the east line of Colorado State Highway 42; and (2) that certain Commercial Business (C-B) zone district set forth on the official zoning district map of the City and bounded on the north by the south line of the Town of Louisville Subdivision; on the south by the north line of the Mansour-Engel Subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe Railroad Tracks.

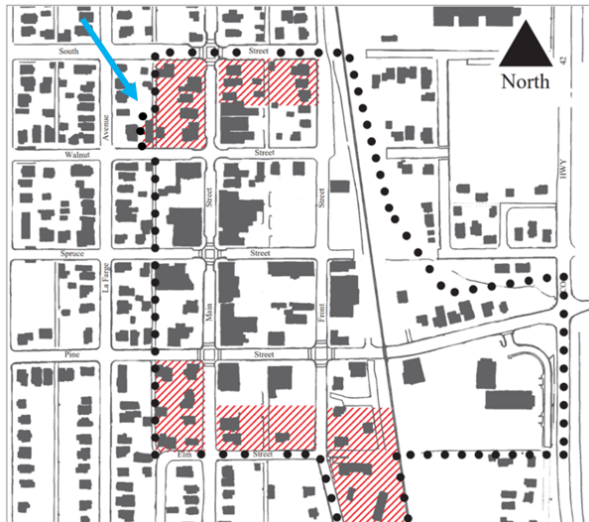
Sec. 17.08.591 – Westerly portion of Downtown Louisville.

Westerly portion of Downtown Louisville means and includes (1) that portion of the Downtown Louisville commercial community (c-c) zone district which is bounded on the north by south street; on the south by the south line of the Town of Louisville subdivision; on the west by the alley between Main Street and Lafarge Avenue, and

also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley; and on the east by the Burlington Northern Santa Fe railroad tracks; and (2) all of that certain commercial business (c-b) zone district set forth on the official zoning district map of the city and bounded on the north by the south line of the Town of Louisville subdivision; on the south by the north line of the Mansour-Engel subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe railroad tracks.

An amendment to the boundaries of the Old Town Overlay is also proposed, which will remove the subject property from the overlay (see Attachment 1).

In addition to the proposed text amendments, an amendment to the maps located on Page viii and Page xii in the Handbook is proposed, which provides a visual of the Downtown Louisville boundaries and incorporates the subject property within the shaded area that represents the Transition Area of downtown.



Proposed amended map on P. viii to include 811 Walnut in the Transition Area (shaded).



Proposed amended map on P. xii to include 811 Walnut in Downtown Louisville.

Analysis:

Staff find that the proposal provides consistency with the adopted policies that govern the historic Old Town residential areas and downtown commercial areas in Louisville. The Old Town Overlay zoning regulations are primarily intended for residential structures located in the RM or RL zone districts within the historic Old Town. In contrast, the definition of Downtown Louisville was established to implement the Design Handbook for Downtown Louisville and identifies properties that are zoned CC and CB as subject to its commercial design standards.

The rezoning of 811 Walnut Street from RM to CC in 2025 aligned the property with the appropriate commercial zone district for its historically commercial building but left it within the residential-focused Old Town Overlay, creating an inconsistency. Removing the property from the Old Town Overlay and incorporating it into Downtown Louisville resolves this inconsistency and ensures the site is governed by the appropriate standards based on the property use and zone district.

By including 811 Walnut Street in Downtown Louisville, the property would be subject to the general design standards and the Transition Area design standards in the Handbook. These standards would apply to future exterior modifications or redevelopment and would be reviewed in accordance with the City's development review procedures.

Since the subject property also falls within the Westerly Portion of Downtown Louisville, the building would be counted towards the 475,000 square foot maximum cumulative floor area, as provided in LMC Sec. 17.12.060. The intent of this floor area limit is to appropriately regulate the scale and intensity of development in this portion of downtown. The existing single-story building is approximately 1,349 square feet, and there is no redevelopment proposed at this time. The inclusion of this property does not significantly alter the maximum developable floor area for the area.

Council Work Plan:

This code amendment supports the 2026 City Council Work Plan' Economic Vitality initiatives.

Fiscal Impact:

Not applicable. There is no fiscal / budget impact for this item.

Alternatives:

The City Council may approve, approve with amendments, or deny the ordinance.

Recommendation:

Staff recommend approval of Ordinance 1920, Series 2026.

Attachments:

1. Ordinance No. 1920, Series 2026
2. Resolution 5, Series 2026
3. Owner Authorization
4. Presentation

**ORDINANCE NO. 1920
SERIES 2026**

**AN ORDINANCE REMOVING LOT 1, BLOCK 3, JEFFERSON PLACE SUBDIVISION
FROM THE OLD TOWN OVERLAY AND ADDING TO THE BOUNDARIES OF
DOWNTOWN LOUISVILLE**

WHEREAS, certain real property, the street address of which is 811 Walnut Street and the legal description of which is Lot 1, Block 3, Jefferson Place subdivision (the "Property"), was rezoned from the Residential Medium Density (R-M) to Commercial Community (C-C) zone district; and

WHEREAS, the Louisville Municipal Code (LMC) Title 17, Zoning, establishes definitions that are used throughout Title 17; and

WHEREAS, the Old Town Overlay zoning district was established to maintain the existing character of residential Old Town by maintaining an appropriate scale and character of development; and

WHEREAS, the definitions of Downtown Louisville and the Westerly Portion of Downtown Louisville establish the boundaries of Downtown Louisville; and

WHEREAS, the Design Handbook for Downtown Louisville (the "Handbook") provides policies on design in Downtown Louisville; and

WHEREAS, the City desires to modify said definitions so that the Property is included within the boundaries of Downtown Louisville and removed from the boundaries of the Old Town Overlay zoning district; and

WHEREAS, after a duly noticed public hearing held March 12, 2026, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated March 12, 2026, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Louisville Municipal Code Chapter 17.08 (Definitions), Section 17.08.113 and Section 17.08.591, are hereby amended to read as follows (words to be added are underlined):

Sec. 17.08.113 – Downtown Louisville.

Downtown Louisville means and includes (1) that certain Commercial Community (C-C) zone district set forth on the official zoning district map of the city and bounded on the north by South Street; on the south by the south line of the Town of Louisville Subdivision and south line of the Pine Street Plaza Subdivision; on the west by the alley between Main Street and LaFarge Avenue, and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley; and on the east by the south and west boundary of East Louisville Subdivision and the east line of Colorado State Highway 42; and (2) that certain Commercial Business (C-B) zone district set forth on the official zoning district map of the City and bounded on the north by the south line of the Town of Louisville Subdivision; on the south by the north line of the Mansour-Engel Subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe Railroad Tracks.

Sec. 17.08.591 – Westerly portion of Downtown Louisville.

Westerly portion of Downtown Louisville means and includes (1) that portion of the Downtown Louisville commercial community (c-c) zone district which is bounded on the north by south street; on the south by the south line of the Town of Louisville subdivision; on the west by the alley between Main Street and Lafarge Avenue, and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley; and on the east by the Burlington Northern Santa Fe railroad tracks; and (2) all of that certain commercial business (c-b) zone district set forth on the official zoning district map of the city and bounded on the north by the south line of the Town of Louisville subdivision; on the south by the north line of the Mansour-Engel subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe railroad tracks.

Section 2. The maps on Page viii and Page xii of the Design Handbook for Downtown Louisville, referenced in Section 17.16.280 and as Appendix B to Chapter 17.28 of the Louisville Municipal Code, are hereby amended as set forth in Exhibit A to this ordinance, attached hereto and incorporated herein by this reference.

Section 3. The legal description for the property designated as the Old Town Overlay District is hereby amended to read as follows (words to be added are underlined):

Beginning at the northeast corner of Block 15, Caledonia Place Subdivision, thence west along Lafayette Street to Jefferson Avenue; thence north on Jefferson Avenue to Griffith Street; thence west on Griffith Street to the west boundary of the Fischer Subdivision; thence south along the west boundary of the Fischer Subdivision, the west boundary of the Nicola DiGiacomo

Subdivision, and the west boundary of the Capitol Hill subdivision to South Street; thence west along the north boundary of the Louisville Heights subdivision to the northwest corner of said Louisville Heights subdivision; thence south along the west boundary of the Louisville Heights subdivision to Pine Street; thence west along Pine Street to the west boundary of the Corrigan subdivision; thence south along the west boundary of the Corrigan subdivision to the southwest corner of said subdivision; thence east along the south boundary of the Louisville Heights subdivision to the west boundary of the Acme Place Subdivision; thence south along said west boundary of the Acme Place Subdivision to Hutchinson Street; thence east along Hutchinson Street to the northeast corner of the Windsong Subdivision; thence south along the east boundary of the Windsong Subdivision to the north boundary of Johnson's Addition to the west boundary of Johnson's Addition; thence west along the north boundary of Johnson's addition to the west boundary of Johnson's Addition; thence south along the west boundary of Johnson's Addition to the south boundary of Johnson's addition; thence east along the south boundary of Johnson's Addition to Roosevelt Avenue; thence north along Roosevelt Avenue to the south boundary of Murphy Place subdivision to County Road; thence north along County Road to Elm Street; thence west along Elm Street to the alley lying between Main Street and Lafarge Avenue; thence north along said alley to the property identified as Lot 1, Block 3, Jefferson Place subdivision; thence west along Lot 1, Block 3, Jefferson Place subdivision; thence north along Lot 1, Block 3, Jefferson Place subdivision; thence east along Lot 1, Block 3, Jefferson Place subdivision to the alley between Main Street and Lafarge Avenue; thence north along said alley to South Street; thence east along South Street to the Colorado and Southern Railroad tracks; thence north along said railroad tracks to Lafayette Street and the point of beginning;

and

All of East Louisville Subdivision;

and

Beginning at the northeast corner of the R. DiGiacomo Subdivision; thence west along the north boundary of the R. DiGiacomo Subdivision; thence south along the west boundary of the R. DiGiacomo Subdivision to Harper Street; Thence west along the Harper Street right of way to the Colorado and Southern Railroad tracks; thence south along the Colorado and Southern Railroad tracks to Griffith Street; thence east along Griffith Street to Colorado State Highway 42; thence north along Colorado State Highway 42 to the northeast corner of the R. DiGiacomo Subdivision and the point of beginning.

Section 4. The Old Town Overlay Zoning Map is hereby amended as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 7. A copy of this ordinance shall be recorded in the Offices of the Boulder County Clerk and Recorder.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF _____, 2026, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
Kelly PC

Melinda Culley, Deputy City Attorney

Exhibit A
Design Handbook for Downtown Louisville Amended Maps

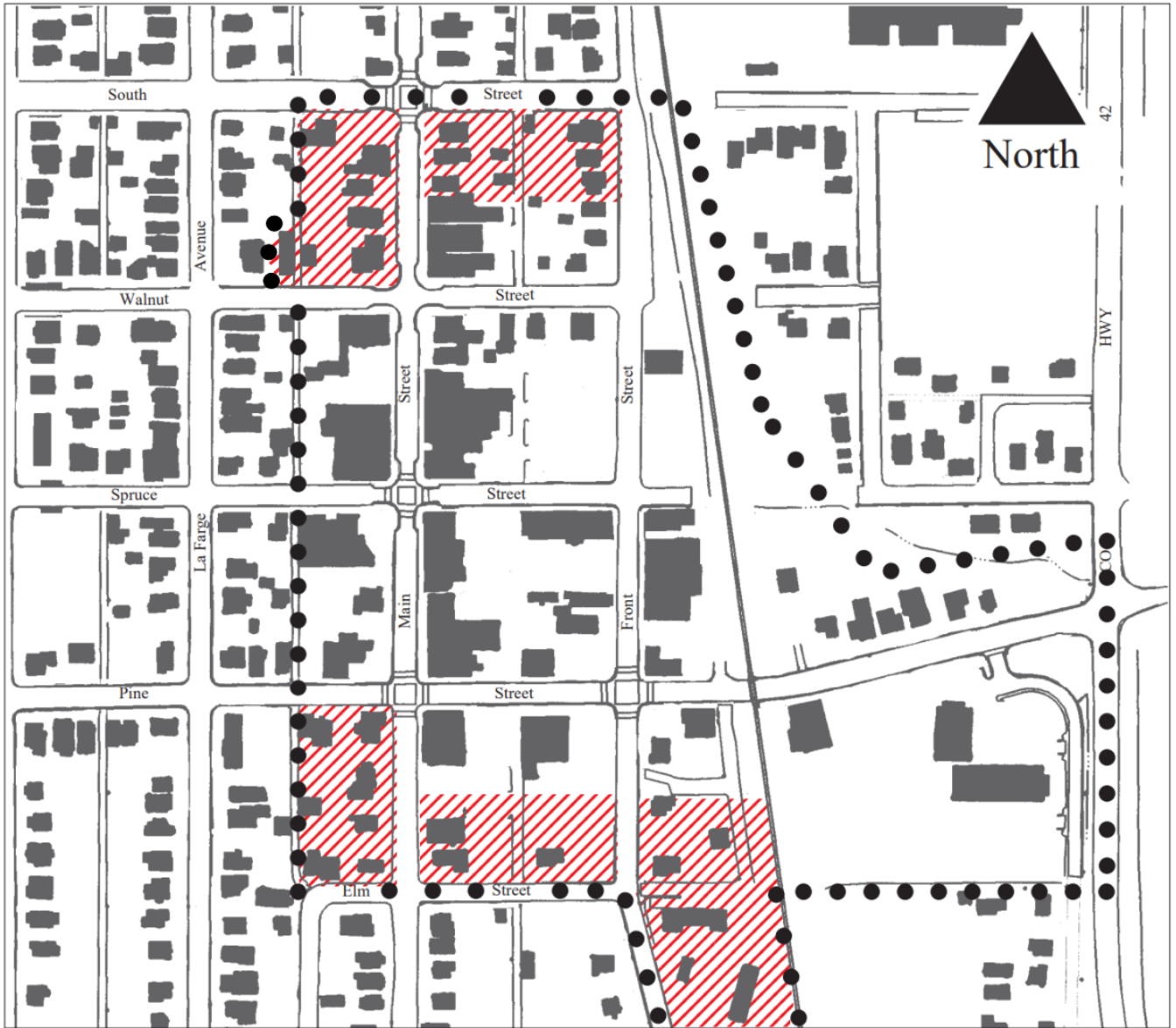




Exhibit B
Old Town Overlay Zoning Map



* The Old Town Overlay District includes all properties located within the marked boundaries and excludes Lot 1, Block 3, Jefferson Place, as shown above.

**RESOLUTION NO. 5
SERIES 2026**

**A RESOLUTION RECOMMENDING APPROVAL OF A DRAFT ORDINANCE
APPROVING A REQUEST TO AMEND LOUISVILLE MUNICIPAL CODE TITLE 17
TO INCORPORATE THE PROPERTY AT 811 WALNUT STREET INTO DOWNTOWN
LOUISVILLE AND REMOVE IT FROM THE OLD TOWN OVERLAY.**

WHEREAS, A certain real property, the street address of which is 811 Walnut Street and the legal description of which is Lot 1, Block 3, Jefferson Place subdivision (the "Property"), was rezoned from the Residential Medium Density (R-M) to Commercial Community (C-C) zone district; and

WHEREAS, the City desires to modify the definitions of *Downtown Louisville* and the *Westerly Portion of Downtown Louisville* so that the subject property is included within the boundaries of Downtown Louisville and removed from the boundaries of the Old Town Overlay zoning district; and

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on March 12, 2026, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission staff report dated March 12, 2026; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of a draft ordinance approving a request to amend Louisville Municipal Code Title 17 to incorporate the property at 811 Walnut Street into Downtown Louisville and remove it from the Old Town Overlay.

PASSED AND ADOPTED this 12th day of March, 2026.

Attest: Cullen Choi
Cullen Choi, Secretary
Planning Commission

By: Steve Brauneis
Steve Brauneis, Chair
Planning Commission

City Council

April 7, 2026

1st reading, set public hearing April 21, 2026

ORDINANCE NO. 1920, SERIES 2026; AN ORDINANCE REMOVING 811
WALNUT STREET FROM THE OLD TOWN OVERLAY AND INCLUDING IT IN
DOWNTOWN LOUISVILLE

Background

- Lot 1, Block 3, Jefferson Place Subdivision
- Historically commercial building, rezoned from RM to CC in 2025
- Rezoning did not include modifications to overlay boundaries
- Included in Old Town Overlay boundaries
- Definitions to Downtown Louisville provide specific boundary lines
- Design Handbook for Downtown Louisville provides site design standards for commercial properties in downtown



Current image of subject property.

Proposal

Sec. 17.08.113 – Downtown Louisville

Downtown Louisville means and includes (1) that certain Commercial Community (C-C) zone district set forth on the official zoning district map of the city and bounded on the north by South Street; on the south by the south line of the Town of Louisville Subdivision and south line of the Pine Street Plaza Subdivision; on the west by the alley between Main Street and LaFarge Avenue, **and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley;** and on the east by the south and west boundary of East Louisville Subdivision and the east line of Colorado State Highway 42; and (2) that certain Commercial Business (C-B) zone district set forth on the official zoning district map of the City and bounded on the north by the south line of the Town of Louisville Subdivision; on the south by the north line of the Mansour-Engel Subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe Railroad Tracks.

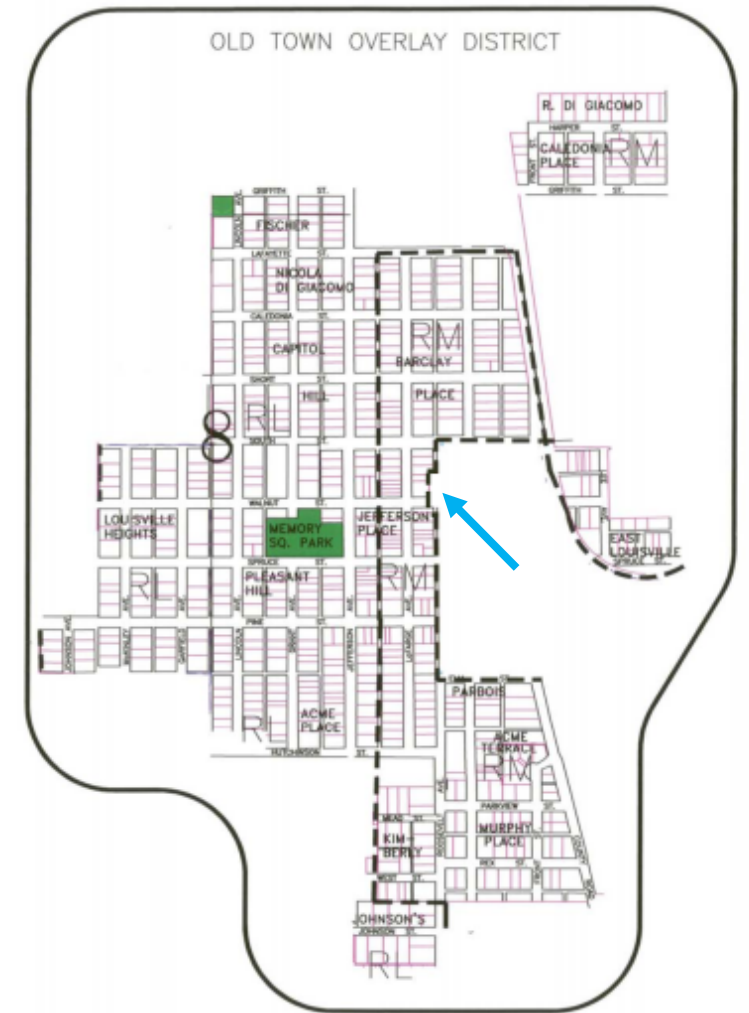
Sec 17.08.591 – Westerly Portion of Downtown Louisville

Westerly portion of Downtown Louisville means and includes (1) that portion of the Downtown Louisville commercial community (c-c) zone district which is bounded on the north by south street; on the south by the south line of the Town of Louisville subdivision; on the west by the alley between Main Street and Lafarge Avenue, **and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley;** and on the east by the Burlington Northern Santa Fe railroad tracks; and (2) all of that certain commercial business (c-b) zone district set forth on the official zoning district map of the city and bounded on the north by the south line of the Town of Louisville subdivision; on the south by the north line of the Mansour-Engel subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe railroad tracks.

Proposal



Updated maps found in the Design Handbook for Downtown Louisville.



* The Old Town Overlay District includes all properties located within the marked boundaries and excludes Lot 1, Block 3, Jefferson Place, as shown above.

Updated map for the Old Town Overlay.

Analysis

- Consistent with adopted policies
- Old Town Overlay is intended for residential properties
 - Provides basic zoning standards for smaller residential lots in Old Town
- Design Handbook for Downtown Louisville intended for commercial properties
 - Provides detailed design standards for commercial lots in downtown
- No significant impact to floor area totals for Westerly Portion of Downtown
 - Maximum combined floor area of 475,000 allowed
 - 811 Walnut Street is 1,350 square feet

Recommendation

Planning Commission

Planning Commission unanimously recommended approval as presented at a public hearing on March 12, 2026.

Staff

Staff recommend approval of Ordinance No. 1920, Series 2026.

City Council

April 7, 2026

1st reading, set public hearing April 21, 2026

ORDINANCE NO. **X**, SERIES 2026; AN ORDINANCE REMOVING 811 WALNUT STREET FROM THE OLD TOWN OVERLAY AND INCLUDING IT IN DOWNTOWN LOUISVILLE

Background

- Lot 1, Block 3, Jefferson Place Subdivision
- Historically commercial building, rezoned from RM to CC in 2025
- Rezoning did not include modifications to overlay boundaries
- Included in Old Town Overlay boundaries
- Definitions to Downtown Louisville provide specific boundary lines
- Design Handbook for Downtown Louisville provides site design standards for commercial properties in downtown



Current image of subject property.

Proposal

Sec. 17.08.113 – Downtown Louisville

Downtown Louisville means and includes (1) that certain Commercial Community (C-C) zone district set forth on the official zoning district map of the city and bounded on the north by South Street; on the south by the south line of the Town of Louisville Subdivision and south line of the Pine Street Plaza Subdivision; on the west by the alley between Main Street and LaFarge Avenue, **and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley;** and on the east by the south and west boundary of East Louisville Subdivision and the east line of Colorado State Highway 42; and (2) that certain Commercial Business (C-B) zone district set forth on the official zoning district map of the City and bounded on the north by the south line of the Town of Louisville Subdivision; on the south by the north line of the Mansour-Engel Subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe Railroad Tracks.

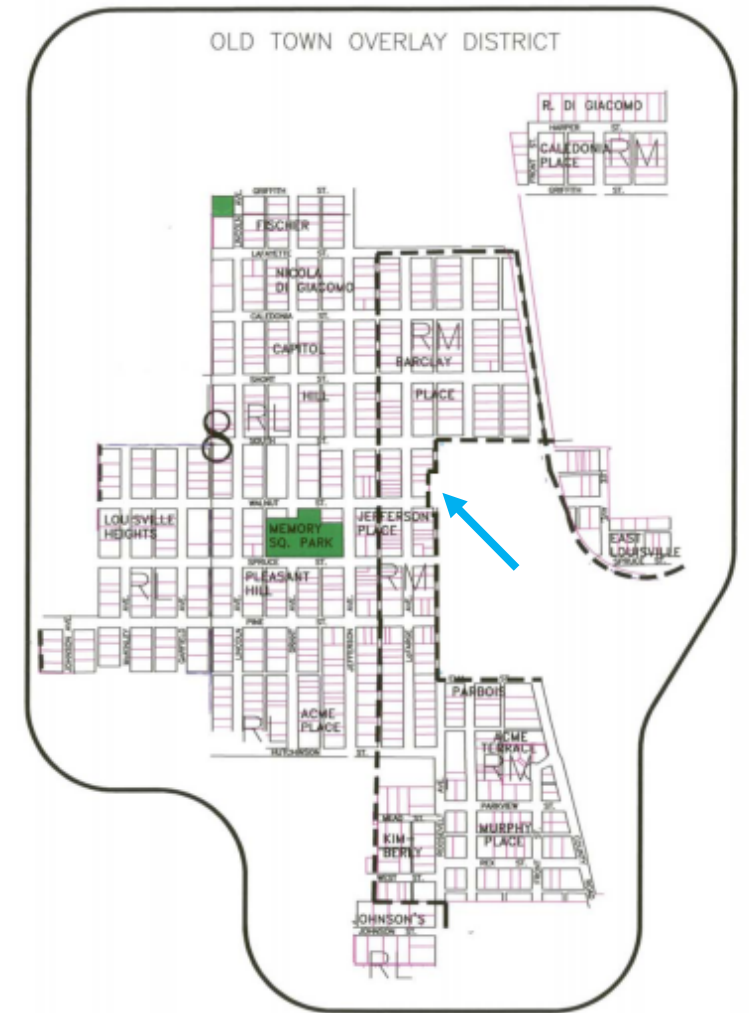
Sec 17.08.591 – Westerly Portion of Downtown Louisville

Westerly portion of Downtown Louisville means and includes (1) that portion of the Downtown Louisville commercial community (c-c) zone district which is bounded on the north by south street; on the south by the south line of the Town of Louisville subdivision; on the west by the alley between Main Street and Lafarge Avenue, **and also includes the property identified as Lot 1, Block 3, Jefferson Place, which lies west of said alley;** and on the east by the Burlington Northern Santa Fe railroad tracks; and (2) all of that certain commercial business (c-b) zone district set forth on the official zoning district map of the city and bounded on the north by the south line of the Town of Louisville subdivision; on the south by the north line of the Mansour-Engel subdivision; on the west by the right-of-way for County Road/Front Street; and on the east by the Burlington Northern Santa Fe railroad tracks.

Proposal



Updated maps found in the Design Handbook for Downtown Louisville.



* The Old Town Overlay District includes all properties located within the marked boundaries and excludes Lot 1, Block 3, Jefferson Place, as shown above.

Updated map for the Old Town Overlay.

Analysis

- Consistent with adopted policies
- Old Town Overlay is intended for residential properties
 - Provides basic zoning standards for smaller residential lots in Old Town
- Design Handbook for Downtown Louisville intended for commercial properties
 - Provides detailed design standards for commercial lots in downtown
- No significant impact to floor area totals for Westerly Portion of Downtown
 - Maximum combined floor area of 475,000 allowed
 - 811 Walnut Street is 1,350 square feet

Recommendation

Planning Commission

Planning Commission unanimously recommended approval as presented at a public hearing on March 12, 2026.

Staff

Staff recommend approval of Ordinance No. **X**, Series 2026.

Subject: Ordinance No. 1921, Series 2026 - An Ordinance Amending the Louisville Municipal Code Concerning Temporary Short-Term Rentals -1st Reading, Set Public Hearing
1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.

Date: April 7, 2026

Prepared By: Vanessa Zarate, Economic Vitality Manager
Rob Zuccaro, Director

Presented By: Vanessa Zarate, Economic Vitality Manager

Summary:

Attached for consideration on first reading is an ordinance amending the Louisville Municipal Code concerning temporary short-term rentals. The ordinance provides a limited allowance for short-term rentals during and around the Sundance Film festival dates, and outlines minimum standards that need to be met to receive a license.

Background / Prior Discussions:

Sundance Film Festival has announced that their annual 10-day event will occur in Boulder, Colorado from 2027 through 2037. In 2025, the festival hosted 85,000 attendees and sold 131,000 tickets. In addition, the festival is estimated to have had \$196,000,000 in economic impact (\$162,000,000 of which is estimated to have been generated from out of state attendees) and created 2,697 jobs (in addition to permanent Institute staff and over 5,000 volunteers).

The City currently does not allow short-term home rentals, only rentals for 30 days or longer. This policy is established through the definition of Dwelling under Section 17.08.130 of the Louisville Municipal Code, which specifies that rentals of any Dwellings must be on a monthly or longer basis. In addition, the City currently allows Rooming Units, which is defined and regulated under Section 17.08.415 and Section 17.16.150 of the Louisville Municipal Code. This allows renting of an individual room within a Dwelling, but includes restrictions to only allow the rental of one room within a Dwelling, a limit on the area of the Dwelling that may be rented, and does not allow for provision of separate cooking facilities for a Rooming Unit.

At their February 19, 2026 meeting, the Economic Vitality Committee (EVC) reviewed background information and discussed policy considerations around allowing short-term rentals throughout the City during the Sundance Film Festival. The EVC provided direction to Staff to move forward with further discussions with the full Council on

development of a ordinance to establish a licensing program to support the Festival.

At the March 10, 2026 City Council meeting, staff presented proposed parameters for a focused short-term rental program, as well as policy questions for Council to consider for implementation. Council provided feedback to move forward with drafting an ordinance for consideration, with a desire for regional alignment with nearby jurisdictions.

Development Proposal:

N/A

Analysis:

As part of the preparation for this large-scale festival, Staff has been working with partners to address regional needs such as housing and transportation, generate promotional materials, and celebrate the new event coming to the region. The festival is estimating the need for 30,000 rooms across the region to include hotels and short-term rentals. Boulder proper has 3,000 hotel rooms. Staff is working with local hotels to encourage them to become official lodging partners with the festival as part of the effort to engage Louisville with the Sundance Film Festival.

In an effort to align regionally, Staff has looked at numerous surrounding jurisdictions and their adopted short-term rental policies.

LINK: [City of Boulder STR Website](#)

LINK: [Boulder County STR Website](#)

LINK: [Town of Superior STR Website](#)

LINK: [City of Lafayette STR Website](#)

LINK: [City/County of Broomfield STR Website](#)

Staff believes this policy will help support Louisville in engaging with the Sundance Film Festival, encourage visitors to visit our local establishments and bring economic benefits to businesses, residents and the City. In addition, as the policy is proposed to surround the Sundance Film Festival, the policy encourages homes to be primarily reserved for year-round City residents.

Based on City Council feedback to date, Staff is proposing the attached ordinance with the below parameters:

- All home types are eligible to participate (single-family detached, single-family attached, apartments, condos, mobile homes, ADUs)
- City-wide eligibility
- Policy would be in effect for dates established by City Council resolution each year
 - The Sundance Film Festival is scheduled for January 21-31 in 2027. Staff will provide a resolution as part of the second reading of this ordinance that will establish the 2027 Temporary Short-Term Rental dates to be

January 11, 2027 through February 9, 2027.

- Rental for 29 days or less
 - A single rental agreement would be for 29 days or less
 - Any rental over 29 days is already allowed without a City license through a lease agreement with the property owner.
- Must submit sales/use and lodging tax per City policy
- The term of the license will expire on the date following the permitted dates listed in the license
- Enforcement would be conducted through existing City policies
- Should a complaint be made regarding the safety of a building, the Building Official may inspect the property at their discretion.

Application Materials Include:

- Fully completed and signed application
 - If awarded, the license number must accompany any advertising/listing for the property
- Proof of ownership.
 - If you do not own the property, ownership permission included with application
- Signed safety affidavit
 - Verifying the building is in compliance with the City's property maintenance code, including life-safety standards such as having smoke and carbon monoxide detectors, adequate ingress/egress and is compliant with all other City codes
 - Confirming that you are following the City's already adopted building code requirements for occupancy
 - Stating you and any renters will follow the City's noise policy
- Proof of Insurance
 - Every temporary short-term rental shall be continuously insured, with minimum limits of one million dollars (\$1,000,000) per occurrence. The insurance may be in any of the following forms: property liability insurance; commercial liability insurance; or an endorsement to a homeowner's policy for coverage of temporary short-term rental activities.
- Sales/Use Tax License
 - Must obtain a sales/use tax license
 - Must submit sales/use tax and lodging tax per City policy
- Contact Information
 - Include a local contact, yourself or someone else, who can be on site within 60 minutes of a call to address issues that arise.
- \$200 Application Fee
 - Renew annually for \$100

Direction given at the March 10, 2026 City Council meeting declined to mandate parking

requirements or establish occupancy limits beyond what is already established per City Code for temporary short-term rental licenses.

Additional Information:

- Application will be reviewed and issued in partnership between Community Development and Finance.
- In accordance with existing policy, the licensee would submit sales, use and lodging tax. This is the same requirement and procedure for hotels.
- The application form would either be created through the existing Customer Self Service portal that we utilize for building permits or a separate online form would be created.
- The City would create a communications plan and website so that residents are aware of the new opportunity for short-term rentals, the purpose of the program, and provide resources for how to apply, ask questions and register complaints.
- Enforcement and compliance issues would primarily be addressed by the Community Development Department's Community Resource Officer through the existing complaint and review process.
- Noncompliance with the regulations would result in enforcement and penalties established through the City's zoning ordinance (LMC Sections 17.521.140 and 150).
 - The City will contact the owner and any owners' representatives if there is a potential violation and provide necessary information for the property to come into compliance. If there is ongoing noncompliance following the City's initial warning, the City would have the ability to issue a municipal summons, and the violation would be addressed through the municipal court system. Penalties are outlined in LMC Chapter 1.28.
 - Continued violations or ignorance of violation could result in the Temporary Short Term Rental license to be revoked and not-reinstated for a year.

This ordinance is limited to consideration of a short-term rental allowance to support the Sundance Film Festival. This is to expedite this review and consideration so that the City can establish a short-term rental program as soon as possible for booking visitors for 2027's Sundance Film Festival, as the dates have been announced. If Council desires to explore allowing short-term rentals more broadly, Staff would follow up with a separate discussion/direction session with more in-depth analysis on the policy considerations around expanding the program.

Council Work Plan:

This is identified in the 2026 work plan as both an Economic Vitality Committee Policy Recommendation and Sundance Film Festival Engagement and partnership.

Fiscal Impact:

The City would receive application fees and sales and accommodation tax revenues as

part of the Temporary Short Term Rental program. This will help offset the costs to implement and enforce the program. Creation and implementation of the program is currently being planned using existing staff across multiple departments. Continued implementation will require additional staff time and impact capacity across departments.

Potential revenues and expenditures are unknown at this time, and will be dependent on the number of licenses submitted and issued, as well as any enforcement needed. After the first year, fiscal impact will be more known and amendments can be made as needed.

Alternatives:

- Approve Ordinance No. 1921, Series 2026 on first reading as drafted.
- Approve Ordinance No. 1921, Series 2026 on first reading and direct any desired amendments to be brought back for second reading.
- Not approve Ordinance No. 1921, Series 2026 on first reading.

Recommendation:

Staff recommends City Council approve Ordinance No. 1921, Series 2026 on first reading and set the public hearing date for second reading.

Attachments:

1. Ordinance No. 1921, Series 2026
2. Festival Short Term Rental Presentation

**ORDINANCE NO. 1921
SERIES 2026**

**AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE CONCERNING
TEMPORARY SHORT-TERM RENTALS**

WHEREAS, the City Council finds that short-term rentals can result in over-occupancy, excessive noise, and otherwise strain the residential character of the City's neighborhoods, and are currently not permitted anywhere within the City; and

WHEREAS, the Sundance Film Festival has announced its move to nearby Boulder, which will create a temporary need for additional lodging in the City and surrounding areas; and

WHEREAS, the City Council finds the Sundance Film Festival will benefit the City, its businesses, and its residents in many ways, and therefore the City Council finds that allowing temporary short-term rentals during the limited time periods to address the additional lodging needs during the Sundance Film Festival will enhance the public health and welfare of the City, its businesses, and its residents; and

WHEREAS, temporary short-term rentals are required to pay the City's lodging tax, and such amounts may be collected by online marketplace facilitators or marketplace sellers; and

WHEREAS, the intent of the amendments to the City's lodging tax ordinances set forth herein is to clarify the obligation for collection and remittance by marketplace facilitators and marketplace sellers that already exists, and are not a new obligation or tax policy change as that term is used in the Taxpayer's Bill of Rights ("TABOR") in Article X, Section 20 of the Colorado Constitution.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Title 5 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 5.28 to read as follows:

**TITLE 5
BUSINESS LICENSES AND REGULATIONS**

**Chapter 5.28
Temporary Short-Term Rentals**

Sec. 5.28.010 Purpose and applicability.

A. The purpose of this Chapter is to establish a comprehensive licensing program to safeguard the public health, safety, and welfare by regulating and controlling the use, occupancy, location, and maintenance of temporary short-term rentals in the City.

B. This Chapter shall apply to temporary short-term rentals only, as defined herein. This Chapter shall not supersede or affect any private conditions, covenants, or restrictions applicable to temporary short-term rentals.

Sec. 5.28.020 Definitions.

For purposes of this Chapter, the following terms shall have the following meanings:

Accessory dwelling unit means a residential dwelling unit constructed and occupied in compliance with Chapter 17 of this Code.

Principal place of residence means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a principal place of residence, the City shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

Temporary short-term rental means a residential dwelling unit, or any room therein, or a permitted accessory dwelling unit available for lease for a term of less than thirty (30) consecutive days during the period specified in the license issued by the City, excluding bed and breakfasts and accommodation units.

Sec. 5.28.030 License required.

A. General. A current, valid license is required for each temporary short-term rental in the City. Each temporary short-term rental license is non-transferable and is only valid for the dates specified in the license.

B. Application. For new licenses and renewals, the temporary short-term rental owner shall file an application with the City Clerk, on forms supplied by the City, accompanied by the following:

1. An application fee as set by resolution of the City Council;
2. An affidavit, signed by the owner, under penalty of perjury, certifying that the temporary short-term rental is in

habitable condition, that the owner's principal place of residence is in the City, that the temporary short-term rental complies with the health and safety standards set forth in this Chapter, that the owner has complied with subsection (3) hereof, when applicable, and that the owner has complied with all other applicable provisions of the Code; and

3. If the temporary short-term rental is subject to a homeowners' association or private covenant, the temporary short-term rental owner shall certify in the affidavit that the temporary short-term rental is allowed under the homeowners' association or private covenant terms and has received approval to operate.

C. Expiration. Each temporary short-term rental license shall expire on the date following the permitted dates listed in the license or when title of the temporary short-term rental transfers to a new owner, whichever occurs first. Each change in ownership of a temporary short-term rental shall require a new license.

D. Revocation. In addition to any other penalties allowed by this Chapter, the City may revoke any temporary short-term rental license if the City finds and determines that any violation of this Chapter exists at the temporary short-term rental; provided that the City provides the licensee with at least fourteen (14) days' prior written notice and an opportunity to be heard prior to revocation. The notice shall include a description of the violation and the date and time when the temporary short-term rental owner may appear and be heard, and the notice shall be either personally served on the temporary short-term rental owner or mailed by first-class United States mail to the last-known address of the temporary short-term rental owner.

Sec. 5.28.040 Term of temporary short-term rental license.

A temporary short-term rental license shall authorize rental or lease for limited dates as specified in the license. Such dates shall be established annually by resolution of the City Council. Any rental outside the authorized dates, or advertising for rental for unauthorized dates, is unlawful and subject to enforcement pursuant to Section 5.28.090 of this Code.

Sec. 5.28.050 Insurance.

Every temporary short-term rental shall be continuously insured, with minimum limits of one million dollars (\$1,000,000) per occurrence. The insurance may be in any of the following forms: property liability insurance; commercial liability insurance; or an endorsement to a homeowner's policy for coverage of temporary short-term rental activities.

Insurance provided by online short-term rental platforms does not qualify as valid insurance under this subsection.

Sec. 5.28.060 Health and safety.

A. Standards. Each temporary short-term rental shall comply with all applicable building, health and safety standards adopted by the City, and the following additional standards:

1. Buildings, structures and rooms shall not be used for purposes other than those for which they were designed or intended.
2. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected and shall be kept in sound condition and in good repair.
3. An operable toilet, sink, and either a bathtub or shower shall be located within the same building, and every room containing a toilet or bathtub/shower shall be completely enclosed by walls, doors, or windows that will afford sufficient privacy.
4. There shall be a sufficient number of trash receptacles to accommodate all trash generated by the occupants.
5. Outdoor fires are prohibited, including without limitation those outdoor fires contained to a fire pit, grill, or outdoor fireplace.
6. Electrical panels shall be clearly labeled.
7. Each temporary short-term rental shall have operational smoke and carbon monoxide detectors as required by all applicable building, health and safety standards adopted by the City, provide for evacuation routes, and have operational fire extinguishers.

B. Signage. A sign, in a form approved by City, shall be conspicuously posted inside each temporary short-term rental with the temporary short-term rental license number, the owner's current contact information, and the physical address of the temporary short-term rental, including unit number if applicable.

C. Maximum occupancy. The maximum number of persons allowed to occupy a temporary short-term rental shall not exceed that permitted by the City's adopted building codes.

D. Multiple temporary short-term rentals.

1. Multiple temporary short-term rentals within the same dwelling or accessory dwelling unit are prohibited.

2. An owner of a temporary short-term rental shall only operate a temporary short-term rental in the City on a single parcel of real property. This may include a temporary short-term rental of both the primary dwelling and an accessory dwelling unit.

E. Inspection. The City Manager may, in the City Manager's sole discretion, order an inspection of the temporary short-term rental by the City Manager or their designee certifying that the temporary short-term rental complies with this Chapter and with all applicable building, health and safety codes adopted by the City. The City shall give the owner of the short-term rental twenty-four (24) hours' notice prior to the inspection, using the owner's current contact information.

Sec. 5.28.070 Advertising.

Advertising for a temporary short-term rental shall include the temporary short-term rental license number immediately following the description of the temporary short-term rental. If the temporary short-term rental is being advertised by a marketplace facilitator, it shall be the responsibility of the marketplace facilitator to ensure the temporary short-term rental license is included in the advertisement.

Sec. 5.28.080 Taxes.

All applicable taxes for temporary short-term rentals, including the City's lodging tax, shall be timely collected and remitted.

Sec. 5.28.090 Violation and penalties.

A. Violation. It is unlawful to violate any provision of this Chapter. Each day of violation shall be deemed a separate offense.

B. Liability. Each temporary short-term rental owner shall be liable for any and all violations occurring at the temporary short-term rental.

C. Civil enforcement.

1. If the City chooses civil enforcement, a citation may be served by posting on the front door of the temporary short-term rental, or by personal service on the temporary short-term rental owner, or by mailing first-class U.S. Mail to the last known address of the temporary short-term rental owner.

2. Civil violations shall be subject to the following fines and penalties, per short-term rental:

First violation in any twelve (12) month period: \$150.00

Second violation in any twelve (12) month period: \$300.00

3. All penalties shall be paid within fourteen (14) days of the date of the citation. If the civil violation is paid, there shall be no opportunity to challenge or otherwise appeal the violation. If the temporary short-term rental owner disputes the violation, the temporary short-term rental shall file a written protest with the City within fourteen (14) days of the date of the citation.

4. If the temporary short-term rental owner protests the citation, the City shall cancel the citation and proceed to criminal enforcement.

5. If the penalty is not timely paid and no protest is timely filed, the City may summarily suspend the temporary short-term rental license until the penalty is fully paid. Written notice of such suspension shall be provided to the last-known address of the temporary short-term rental owner.

D. Criminal enforcement. If the City chooses criminal enforcement or a protest is filed and the civil citation is canceled, a summons and complaint may be served as provided in the Colorado Municipal Court Rules of Procedure. The penalties shall be as set forth in Chapter 1.28 of this Code.

E. Suspension. Regardless of the type of enforcement, the third violation for a single temporary short-term rental shall result in a three (3) year suspension, commencing on the date of the last violation, during which no license shall be granted for such temporary short-term rental.

F. Other Remedies. In addition to the penalties described above, the City shall have any and all remedies provided by law and in equity for a violation of this Chapter, including without limitation: damages; specific performance; and injunctive relief, including without limitation an injunction requiring eviction of any occupants of the temporary short-term

rental and an injunction to prohibit the occupancy of any property in violation of this Chapter.

Section 2. Section 3.22.020 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 3.22.020 Definitions.

A. For purposes of this chapter, the following words shall have the following meanings:

1. *Lodging* means hotel rooms, apartment hotel rooms, motel rooms, lodging house rooms, motor hotel rooms, guesthouse rooms, guest ranch rooms, extended stay lodging rooms, or other similar accommodations that are rented to persons for a period of less than one month or 30 consecutive days, but shall not include rentals under a written agreement for occupancy for a period of at least one month or 30 days.

2. *Marketplace* means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

3. *Marketplace facilitator* means a person who:

- a. Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;
- b. Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; and
- c. Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.

Marketplace facilitator does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

4. Marketplace seller means a person, regardless of whether or not the person is engaged in business in the city, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

52. Sale means the furnishing for consideration by any person of lodging within the city.

63. Tax means the tax paid or payable by the taxpayer or the aggregate amount of taxes collected or to be collected and remitted to the city by the vendor during the period for which the vendor is required to collect and remit the tax upon lodging under this chapter.

74. Taxpayer means the person obligated to pay the tax under the terms of this chapter.

85. Vendor means a person furnishing lodging for consideration within the city and includes a marketplace facilitator or marketplace seller.

B. Words and phrases not otherwise defined herein shall have the meanings set forth in section 3.20.020, as it currently exists or may hereafter be amended, and such definitions are incorporated herein by reference.

Section 3. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 4. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Except as otherwise set forth herein, any person convicted of violating this ordinance may be punished as set forth in 1.28.010 of the Louisville Municipal Code, as may be amended but which currently provides violations shall be punished by a fine of not more than \$2,650.00, as shall be adjusted for inflation on January 1, 2014 and on January 1 of each year thereafter, or by imprisonment not to exceed 364 days, or by both such fine and imprisonment.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF _____, 2026, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
Kelly PC

Kathleen M. Kelly, City Attorney

Ordinance No. 1921, Series 2026 - An
Ordinance Amending the Louisville
Municipal Code Concerning Temporary
Short-Term Rentals

1st Reading

Sundance Background

- Sundance Film Festival has announced that their annual 10-day event will occur in Boulder, Colorado from 2027 through 2037.
- In 2025, the festival hosted 85,000 attendees and sold 131,000 tickets. In addition, the festival is estimated to have had \$196,000,000 in economic impact (\$162,000,000 of which is estimated to have been generated from out of state attendees) and created 2,697 jobs (in addition to permanent Institute staff and over 5,000 volunteers).
- Sundance Film Festival is estimating a regional need of 30,000 rooms

Short-Term Rental Framework

- Rental of homes, townhomes, condos, ADUs, mobile homes
- Dates surrounding the Sundance Film Festival- set by City Council Resolution each year
- For a time period of 29-days or less
- Must pay all applicable sales and lodging taxes – must display license number with all advertising
- Leases able to rent the property with written permission from the owner
- Signed safety affidavit at time of application- includes insurance coverage (min. of \$1,000,000) and point of contact (onsite within 60 minutes)
- \$200 application to the City and renewed annually for \$100

Additional Information

- Application will be reviewed and issued in partnership between Community Development and Finance.
- The application form would either be created through the existing Customer Self Service portal that we utilize for building permits or a separate online form would be created.
- The City would create a communications plan and website so that residents are aware of the new opportunity for short-term rentals, the purpose of the program, and provide resources for how to apply, ask questions and register complaints.
- Enforcement and compliance issues would primarily be addressed by the Community Development Department's Community Resource Officer through the existing complaint and review process.
- Noncompliance with the regulations would result in enforcement and penalties established through the City's zoning ordinance (LMC Sections 17.521.140 and 150).
 - The City will contact the owner and any owners' representatives if there is a potential violation and provide necessary information for the property to come into compliance. If there is ongoing noncompliance following the City's initial warning, the City would have the ability to issue a municipal summons, and the violation would be addressed through the municipal court system. Penalties are outlined in LMC Chapter 1.28.
 - Continued violations or ignorance of violation could result in the Temporary Short Term Rental license to be revoked and not-reinstated for a year.

Neighboring Communities

Community	Period	STR Beyond Special Events	Fee	Website
City of Boulder	29 days or less	Yes	\$190 \$20 yearly renewal	Boulder STR
Boulder County	Less than 30 days	Yes	\$350 \$250 every 2 years	B County STR
Superior	Less than 30 days	Yes	\$200 \$100 yearly renewal	Superior STR
Lafayette	Less than 30 days	Yes	\$200	Lafayette STR
Broomfield	Less than 30 days	Yes	\$100 every 5 years	Broomfield STR
Longmont	Less than 30 days	Yes	\$100 \$100 yearly renewal	Longmont STR

Questions

Subject: Ordinance No. 1918, Series 2026 — An Ordinance Amending Title 15 of the Louisville Municipal Code Concerning Wildland Urban Interface — 2nd Reading, Public Hearing (advertised City of Louisville Website 03/26/2026)

The Public Hearing will be held and 2 rounds of public comment will be taken, along with Council questions and discussion. Final action may be taken on this item.

Date: April 7, 2026

Prepared By: Rob Zuccaro, Director
Chad Root
Chief Building Official

Presented By: Rob Zuccaro, Director

Summary:

Attached for final adoption is an ordinance establishing a Wildland Urban Interface (WUI) code for the City. The ordinance adds a new Chapter 15.80 – Wildland Urban Interface to Municipal Code Title 15 – Buildings and Construction. The City’s WUI code is being adopted to meet the requirements of Colorado SB23-166.

Background / Prior Discussions:

SB23-166

In 2023, the State passed SB23-166, which established the process for developing a minimum State WUI code and set requirements for local adoption of the State code or a local code meeting or exceeding State standards by April 1, 2026, with implementation required by July 1, 2026.

In June 2025, the State Wildfire Resiliency Code Board (WRCB) adopted the 2025 Colorado Wildfire Resiliency Code (CWRC) and corresponding map (CWRC Map). The code and map are intended as minimum standards to apply statewide, with the option for local communities to adopt more stringent standards or expand the regulatory boundaries to meet local community conditions or desired outcomes.

Link: [SB23-166](#)

Link: [Adopted Wildfire Resiliency Code](#) (CWRC)

Link: [Adopted Rules and Regulations](#)

Link: [Adopted Wildfire Resiliency Code Map](#) (CWRC Map)

The 2025 CWRC establishes and maps three Fire Intensity classifications:

- Low Fire Intensity
- Moderate Fire Intensity
- High Fire Intensity

These classifications are based on factors including vegetative fuel types, anticipated flame length, terrain and topography, rate of spread and spotting, weather impacts, and suppression difficulty.

In Louisville, large areas to the west and north of the City are designated as Moderate Fire Intensity. This designation covers several parcels on the west side of The Enclave neighborhood and several parcels on the west side of Centennial Valley. There is also an area on the south side of the City designated as Low and Moderate Fire Intensity.

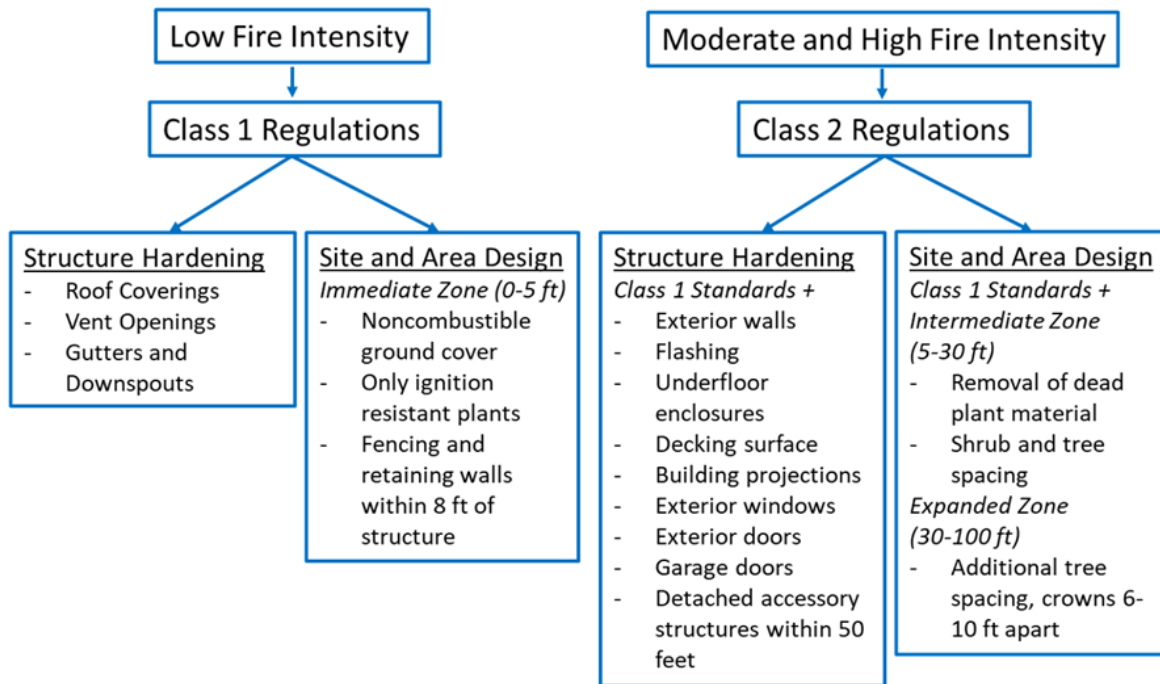
These areas include portions of the Warembourg, Bowes, and Admore Open Spaces; the Monarch K–12 Campus; the Coal Creek Medical Campus; Juniper Village Assisted Living; and parts of Redtail Ridge. There are no areas designated as High Fire Intensity within proximity to Louisville.

The CWRC map was developed with assistance from the State Forest Service based on the 2022 Colorado Wildfire Risk Assessment (CO-WRA) and the associated Wildfire Risk Viewer. The CWRC map aggregates and “smooths” base data to account for local variability.

The 2025 CWRC regulates two classes of requirements for Structure Hardening (Chapter 4) and Site and Area Requirements (Chapter 5) based on the applicable Fire Intensity classification.

- Class 1 standards are the least restrictive and apply to areas mapped within the Low Fire Intensity classification.
- Class 2 standards are more restrictive and apply to areas mapped within the Moderate and High Fire Intensity classifications.

The Structure Hardening standards address the materials and methods of construction of habitable and certain accessory structures so that they are more resistant to fire spread. Site and Area Requirements, commonly referred to as “defensible space” standards, govern landscaping, fencing, storage of materials, and related features around structures.



The CWRC has the following additional provisions related to existing structures, historic structures, and local modifications:

- Additions to existing structures with a footprint of 500 sq. ft. or more must comply.
- Roof covering replacement exceeding 25% of roof area must comply.
- Exterior wall replacement exceeding 25% of exterior wall area must comply.
- Exemptions and variances are provided for historic structures.
- A “Ground Truthing” process allows Code Officials to adjust classifications based on site-specific conditions and vegetative fuels within 300 feet. For example, if vegetative conditions change as a result of over-lot grading as part of new large-scale development.

Prior Council Discussions Related to WUI Code and Mapping

On March 3, 2026, City Council reviewed WUI mapping options to define where the WUI code standards would apply. Staff and the Louisville Fire Protection District proposed an option to extend the CWRC Map base layer to designate all areas of the City west of McCaslin Boulevard as Low Fire Intensity.

This option recognized that the City already has a citywide Fire Hardening Code for Structures and focused WUI regulations on areas of the City where larger-scale new development is anticipated. Council provided direction to include the proposed map as part of the adoption ordinance for final consideration.

LINK: [March 3, 2026 City Council Packet](#)

On December 16, 2025, City Council reviewed the CWRC and staff recommended amendments to the code. This discussion included background information on the CWRC Map and potential considerations for mapping. A more in-depth discussion of the mapping options was not held, pending completion of the Louisville Fire Protection District's (LFPD) Wildfire and Conflagration Risk Assessment (WCRA).

LINK: [December 16, 2025 City Council Memorandum](#)

On February 17, 2026, City Council reviewed the LFPD WCRA report, completed by the Ember Alliance. The LFPD commissioned the WCRA to better understand potential wildfire and conflagration risks throughout the community and identify actionable items that the LFPD, the City, and community members can take to improve wildfire preparedness and resilience.

The WCRA includes detailed modeling and mapping that estimates structure vulnerability based on potential wildfires in and around the City, taking into consideration different wind directions, wind speeds, and mitigation measures.

LINK: [February 17, 2026 City Council Packet](#)

LINK: [WCRA](#)

Prior Council Actions on Fire Hardening and Defensible Space Standards

On November 4, 2024, City Council adopted Ordinance No. 1884, Series 2024 establishing a Fire Hardening Code for Structures (LMC Chapter 15.70), which applies citywide to all new residential and commercial buildings. The code requires fire-hardened materials addressing the building envelope.

LINK: [July 30, 2024 City Council Discussion/Direction Memorandum](#)

LINK: [November 4, 2024 City Council Code Adoption Memorandum](#)

On January 20, 2026 and February 3, 2026, City Council adopted Ordinance No. 1912, Series 2026 and Ordinance No. 1916, Series 2026 respectively, two separate emergency ordinances that added new sections to the Fire Hardening Code for Structures related to defensible space. Ordinance No. 1912, Series 2026 establishes a citywide ban on planting new Juniper species. Ordinance No. 1916, Series 2026 established a 0–5 ft defensible space zone limited to properties developing in neighborhoods impacted by the Marshall Fire.

LINK: [January 20, 2026 City Council Packet](#)

LINK: [February 3, 2026 City Council Packet](#)

On February 11, 2026, the Building Code Board of Appeals (BCBOA) reviewed the draft WUI code and mapping options for the City. The BCBOA voted unanimously to recommend approval of the draft WUI code with the following conditions:

- Allow composite decking with a Class B rating meeting ASTM E84 or UL 723 testing standards.

- Allow deck construction that complies with ASTM E2632. This alternate testing method focuses on deck construction response to flame sources located beneath the deck material.

Staff has provided further discussion of these recommendations in the Analysis section below.

The BCBOA also reviewed regulatory WUI map options and recommended use of the base CWRC Map without extending the regulatory boundaries. The meeting minutes have not yet been drafted but will be included with the second reading memo.

Development Proposal:

N/A

Analysis:

WUI Code Standards

The proposed WUI code reformats the CWRC into the municipal code format rather than adopting the State code by reference. This was done to provide simplified and more accessible code formatting and to more clearly address the City's local amendments intended to align with the citywide Fire Hardening Code for Structures.

The following summarizes the strengthening amendments included in the draft ordinance.

Amendments Proposed for Class 1 – Structure Hardening

- Require fire-resistant siding meeting Class A standards. The CWRC does not address siding in its Class 1 standards, and this brings the standards into alignment with the citywide Fire Hardening Code for Structures.
- Require fire-resistant eaves meeting Class A standards. The CWRC does not address eaves in its Class 1 standards, and this brings the standards into alignment with the citywide Fire Hardening Code for Structures.
- Require gutter covers to prevent accumulation of debris. The CWRC does not address gutter covers in its Class 1 standards, and this brings the standards into alignment with the citywide Fire Hardening Code for Structures.
- Require fire-resistant decking surfaces, stairs, and railings meeting Class A standards and require that the surface below any deck located six feet or less above the ground be concrete or gravel placed above 6-mil plastic. The CWRC does not address decks in its Class 1 standards, and this brings the standards into alignment with the citywide Fire Hardening Code for Structures.

Amendments Proposed for Class 2 – Structure Hardening

- Require fire-resistant siding meeting Class A standards. This aligns with the proposed Class 1 standards. In addition, the CWRC addresses siding but allows several alternatives, including one-hour rated wall assemblies, that would not meet Class A standards.

- Require fire-resistant eaves meeting Class A standards. This aligns with the proposed Class 1 standards. In addition, the CWRC addresses eaves but allows alternatives, including one-hour rated assemblies, that would not meet Class A standards.
- Require fire-resistant decking surfaces, stairs, and railings meeting Class A standards, and require that the surface below any deck located six feet or less above the ground be concrete or gravel placed above 6-mil plastic. This aligns with the proposed Class 1 standards. The CWRC addresses decking but only addresses the walking surface of decks and allows a broader range of materials, including an exception for Class B composite decking.

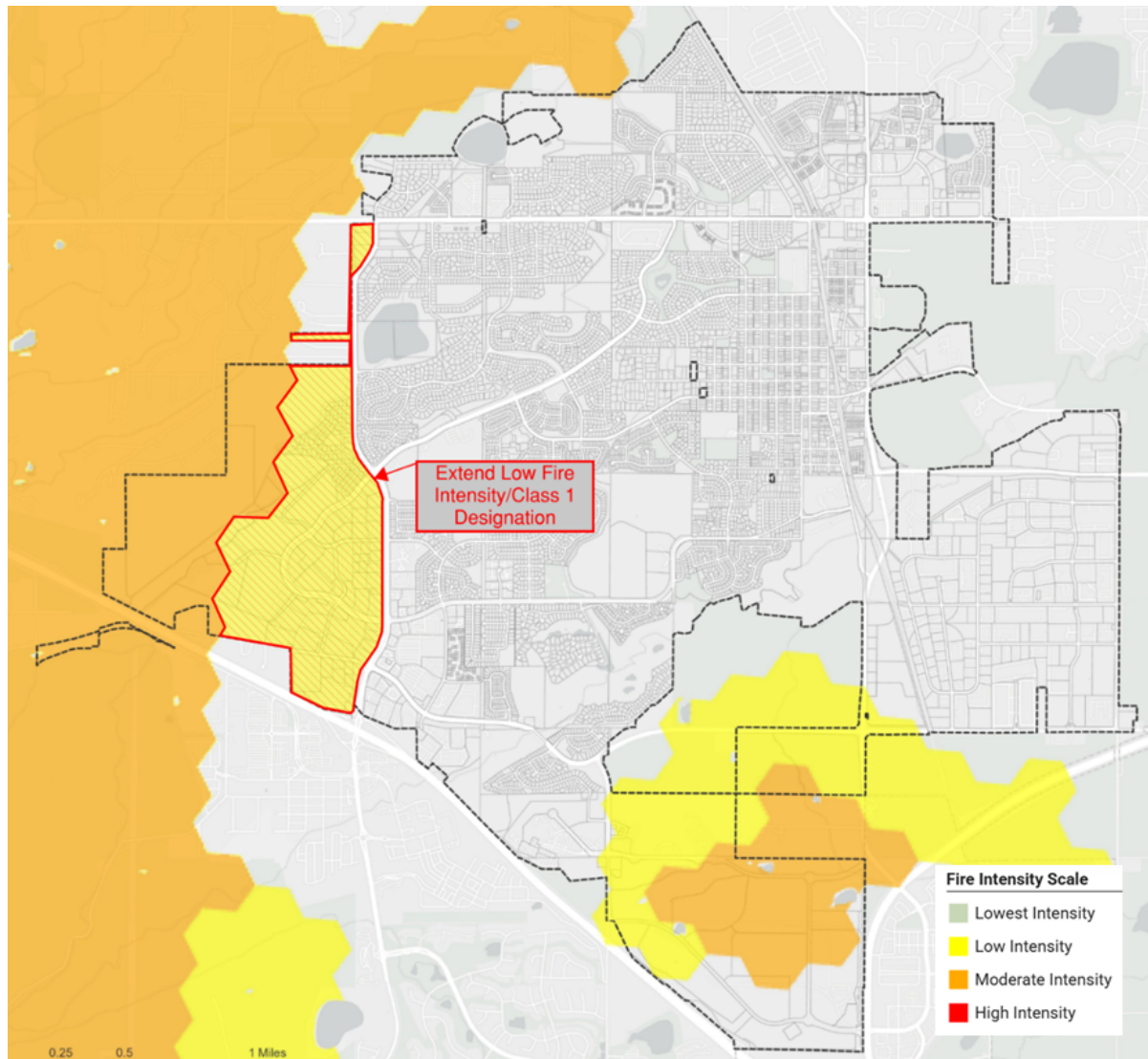
Amendments Proposed for Class 2 – Site and Area Design

- Require that dormant grasses and weeds be mowed to a height not exceeding six inches. The CWRC does not address mowing of grasses and weeds.

WUI MAP

The proposed WUI regulatory map extends CWRC Map boundaries to include Class 1 WUI regulations for all areas west of McCaslin Boulevard that are not already designated as WUI. This mapping option is based on the following considerations:

- Focusing WUI regulations in areas where significant new development, including larger-scale residential development, is anticipated. The draft Comprehensive Plan anticipates the majority of new development west of McCaslin Boulevard and in Redtail Ridge.
- The area west of McCaslin Boulevard is in close proximity to the Davidson Mesa Open Space, which includes significant wildland vegetation and a predominance of westerly winds that create a higher-risk area.
- McCaslin Boulevard provides a logical fire break if a wildland fire were to spread from the west. While roads do not always provide an effective fire break in extreme events such as the Marshall Fire, major roads are considered effective fire breaks in many situations.
- Other areas of high vulnerability exist throughout the City, especially areas in proximity to open spaces north of the City and along the Coal Creek corridor. However, these areas are already developed and no significant new development or redevelopment is anticipated. Incentives and education to improve structure hardening and defensible space in these areas may be more effective than a regulatory approach.



BCBOA Recommended Amendments

The BCBOA recommended two amendments related to decking.

1. Allow composite decking with a Class B rating meeting ASTM E84 or UL 723 testing standards.

This recommendation is intended to address concerns regarding the cost and availability of Class A decking materials and recognizes that Class B decking still provides a significant improvement over most other forms of decking. The CWRC also allows this exception. Additional analysis on allowing Class B decking is provided below.

2. Allow deck construction that complies with ASTM E2632.

This alternate testing method focuses on deck construction response to flame sources located beneath the deck material. This recommendation allows more flexibility in

decking construction while still improving overall fire resilience compared to unregulated deck construction.

More information on the ASTM E2632 standard can be found at the following links:

LINK: [ASTM E2632 Summary](#)

LINK: [Insurance Institute for Business and Home Safety \(IBHS\) Report Evaluating ASTM E2632 Standard](#)

Class B Decking

Staff previously proposed allowing Class B decking materials as an amendment to the City-wide Fire Hardening Code for Structures based on feedback from contractors and homeowners, which City Council reviewed on March 4, 2025. Feedback at that time included concern over the cost and availability of Class A decking materials. Requiring the more stringent Class A standard could lead to fewer fire-resistant decks of any rating being installed without a permit.

Based on City Council's previous direction, Staff did not include an allowance for Class B decking in the draft WUI code.

LINK: [March 4, 2025 City Council Packet \(starting on p. 192\)](#)

The CWRC allows Class B composite decking as an exception to the Class A standard in Class 2 Structure Hardening standards and does not include any decking requirements in the Class 1 Structure Hardening standards. In addition, surrounding jurisdictions that have adopted WUI codes prior to the CWRC code adoption allow for more flexibility in deck materials. Both the Boulder County and City of Boulder WUI codes allow Class C decking (ASTM E84 flame spread index not greater than 200) and the City of Loveland prohibits wood decking but allows any type of composite decking.

LINK: [Boulder County WUI Code \(Sec. R390.4.8.1\)](#)

LINK: [Boulder WUI Code \(Sec. 503.3.4.4\)](#)

LINK: [Loveland WUI Code \(Sec. 0103.1.8\)](#)

Staff have consulted with the LFPD and they are supportive of considering allowing the Class B composite decking exception in the City's WUI code. If City Council is supportive of this amendment, Sec. 15.80.070.A.2 of the proposed WUI code would read as follows:

2. Decking. The deck surface, step surface and guardrails shall be constructed with a non-combustible material or Class A rated materials meeting ASTM E84 or UL 723 testing. Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication.

Exception: Composite decking material with a minimum Class B rating meeting ASTM E84 or UL 723 testing.

For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six-millimeter plastic or concrete slab to prevent vegetation growth under the deck.

Permitting and Enforcement

With adoption of WUI standards, additional permitting and enforcement will be needed for single-family residential development.

The City already permits and enforces building construction standards for both commercial and residential development, and landscaping standards for both commercial and multifamily residential development. Implementation of WUI regulations for these types of development could be incorporated into existing processes.

However, for single-family residential development, new permitting, inspection, and enforcement processes would need to be developed, including thresholds for when redevelopment or landscaping alterations require compliance with the WUI Code. Because landscaping is often installed incrementally over time and grows and expands, a post-construction compliance process would also be needed.

Council Work Plan:

WUI code adoption is included under the City Council priority for Safety in the 2026 Work Plan.

Fiscal Impact:

Implementation of the WUI code will require additional resources to enforce landscaping and defensible space standards (Site and Area Requirements), including expanded permitting, inspection, compliance verification, and code enforcement processes. In addition, if the City Council chooses to adopt citywide Immediate Zone standards outside of the WUI code adoption, this will further increase staffing and resource demands.

Due to the unknown impact on staffing and resources at this time, Staff recommends monitoring additional workload and seeking the assistance of consulting help as the City begins to implement the WUI code and other defensible space codes that may also be adopted. This will allow Staff to monitor staffing and resource needs and work with City Council if dedicated in-house staffing may be needed in the future.

Additional consulting assistance is currently not budgeted 2026. Depending on the anticipated timing of future permitting of new development impacted by the WUI code or other defensible space standards, staff may seek a future budget amendment in 2026

for a consultant or recommend an expanded consulting budget for the 2027/2028 budget cycle.

Alternatives:

- Adopt Ordinance No. 1918, Series 2026 as drafted.
- Adopt Ordinance No. 1918, Series 2026 with an amendment to Sec. 15.80.070.A.2 to allow an exception for Class B composite decking.
- Direct staff to draft other amendments to Ordinance No. 1918, Series 2026 and bring back for final consideration.
- Not adopt Ordinance No. 1918, Series 2026 (this would result in noncompliance with SB23-166).

Recommendation:

Staff recommends approval of Ordinance No. 1918, Series 2026 with an amendment to Sec. 15.80.070.A.2 to allow an exception for Class B composite decking.

Attachments:

1. Ordinance No. 1918, Series 2026
2. Staff Presentation WUI Code

**ORDINANCE NO. 1918
SERIES 2026**

**AN ORDINANCE AMENDING TITLE 15 OF THE LOUISVILLE MUNICIPAL CODE
CONCERNING WILDLAND URBAN INTERFACE**

WHEREAS, in 2023, the Colorado General Assembly adopted Senate Bill 23-166, which established the process for developing a minimum state Wildland Urban Interface (“WUI”) code and set requirements for local adoption of the state code or a local code meeting or exceeding state standards by April 1, 2026, with implementation required by July 1, 2026; and

WHEREAS, in June 2025, the State Wildfire Resiliency Code Board (“WRCB”) adopted the 2025 Colorado Wildfire Resiliency Code (“CWRC”) and corresponding CWRC Map, which are intended as minimum standards to apply state-wide with the option for local communities to adopt more stringent standards or expand the regulatory boundaries to meet local community conditions or desired outcomes; and

WHEREAS, the City Council has had numerous public discussions regarding the CWRC and adopted ordinances regarding fire hardening and defensible space standards; and

WHEREAS, when reviewing the CWRC and CWRC Map, the City Council has consulted with the Louisville Fire Protection District and balanced risk mitigation, cost and equity, and effectiveness to determine appropriate local implementation; and

WHEREAS, the City Council finds the Wildland Urban Interface regulations set forth herein and the map attached hereto as Exhibit A should be adopted as minimum regulations to protect the health, safety and welfare of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Title 15 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 15.80 to read as follows:

Chapter 15.80 – Wildland Urban Interface

Section 15.80.010 – Purpose.

The purpose of this Chapter is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this Chapter are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent

structures and to mitigate structure fires from spreading to wildland fuels. The extent of the regulations in this Chapter are intended to be tiered commensurate with the relative level of hazard present. The unrestricted use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this Chapter. This Chapter shall supplement the City's building and fire codes to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

Section 15.80.020 – Applicability.

A. The provisions of this Chapter shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain occupiable and/or habitable space, or change in use resulting in an occupiable and/or habitable space, unless expressly exempt, within the wildland-urban interface areas, as designated in this Chapter. The provisions of this Chapter shall supersede the requirements of Chapter 15.70 for areas designated as a Wildfire Hazard Area by Chapter 15.80.

B. Conflicting provisions. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this Chapter, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

C. Buildings or conditions in existence at the time of the adoption of this Chapter are allowed to be maintained and to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this Chapter, provided that such continued use does not constitute a distinct danger to life or property.

D. Additions or alterations. Additions or alterations shall be permitted to any building or structure without requiring the existing building or structure to comply with the requirements of this Chapter, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration must conform to that required for a new building or structure.

E. Roof coverings. When roof coverings are replaced, or when 25 percent or more of the surface area of the roof is replaced, or where work to reconstruct, alter, or repair the roof covering effectively replaces such

material, such roof coverings shall comply with the standards for roof coverings in this Chapter.

F. Exterior walls. When walls of buildings or structures are replaced, or when 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, such exterior walls shall comply with the standards for exterior walls in this Chapter and the property shall come into compliance with the Immediate Zone defensible space standards in this Chapter.

G. Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

H. HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements of this Chapter on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable wildland-urban interface area are subject to the provisions of this Chapter.

I. Historic structures. The Building Official may provide an exception for the repair or rehabilitation of an historic structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this Chapter. This exception may be granted for any structure listed as a local landmark or determined to be a contributing structure under Chapter 15.36 of this Code or a property listed in the National Register of Historic Places.

J. Maintenance. Buildings, structures, landscape materials, vegetation, defensible space or other devices or safeguards required by this Chapter shall be maintained in conformance to the code edition under which installed.

K. Temporary uses. The Building Official is authorized to issue a permit for temporary structures, uses, equipment and systems. Such permits shall not to exceed 180 days. The Building Official may grant extensions for demonstrated cause.

1. Conformance. Temporary uses, equipment and systems shall conform to the requirements of this Chapter as necessary to ensure health, safety and general welfare.

2. Temporary service utilities. The Building Official is authorized to give permission to temporarily supply service utilities.

3. Termination of approval. The Building Official is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

L. Exemptions. Exemptions from the requirements of this Chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Chapter or any other laws or ordinances. Compliance with this Chapter shall not be required for the following:

1. Interior alterations of existing structures.

2. Painting, staining and similar maintenance or restorative work.

3. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.

4. Accessory structures and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing occupiable or habitable space.

5. Fences located more than 8 feet from a habitable structure.

6. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

Section 15.80.030 – Alternative materials, design and methods.

A. The provisions of this Chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Chapter, provided that any such alternative has been approved where the Building Official finds that

the proposed alternative is satisfactory and complies with Sections 15.80.030.B through F, as applicable.

B. Application. A request to use an alternative material, design or method of construction may be submitted in writing to the Building Official for approval. Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons the alternative was not approved.

C. Compliance with intent of Chapter. An alternative material, design or method of construction shall comply with the intent of the provisions of this Chapter.

D. Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this Chapter with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

E. Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the Building Official.

F. Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Chapter, shall comply with the following:

1. Evaluation reports. Evaluation reports shall be issued by an approved agency and use of the evaluation report shall require approval by the Building Official for the installation. Criteria used for the evaluation shall be identified within the report and, where required, provided to the Building Official.

2. Reports not complying with Subsection F.1. shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with the intent of this Chapter and justify equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the Building Official. The Building Official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

3. Peer review. The Building Official is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or method of construction, prepared by a peer reviewer that is approved by the Building Official.

G. Modifications. Where there are practical difficulties involved in carrying out the provisions of this Chapter, the Building Official shall have the authority to grant modifications for individual cases, provided that the Building Official shall first find that one or more special individual reasons make the strict letter of this Chapter impractical, that the modification is in conformance with the intent and purpose of this Chapter, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

Section 15.80.040 – Applications and permits.

A. The Building Official is authorized to receive applications, review construction documents and issue permits for construction regulated by this Chapter, issue permits for operations regulated by this Chapter, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Chapter.

B. Access to property. For the purpose of inspecting and enforcing the provisions of this Chapter and the terms and conditions of any permit issued under this Chapter, the Building Official is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this Chapter and to evaluate conditions relative to the permit application.

C. Authorization to access property. The owner or occupant of the property having a permit under this Chapter shall allow the Building Official access to the property to perform the required inspections. If access is denied, the Building Official shall apply to the Municipal Court to seek authority to access the property. The Building Official shall inspect, as often

as necessary, buildings and premises, including such other hazards or appliances designated by the Building Official for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

D. Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

E. Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code. Where the Building Official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the Building Official is authorized to issue a stop work order.

1. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

2. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

F. Official records. The Building Official shall keep official records as required below and shall make such records available for public inspection in accordance with applicable laws. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

1. Approvals. The Building Official shall keep a record of approvals and issued permits.

2. Inspections. The Building Official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

3. Code alternatives and modifications. The Building Official shall keep record of applications, tests and final decisions for alternative materials, design and methods of construction and

equipment and applications for modifications and final decisions in accordance with Section 15.80.030.

4. Fees. The Building Official shall keep a record of fees collected and refunded in accordance with this code.

G. Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and approved.

H. Other agencies. When requested to do so by the Building Official, other officials of this jurisdiction shall assist and cooperate with the Building Official in the discharge of the duties required by this Chapter.

I. Violations and penalties. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the work to be done, in violation of the provisions of this chapter or the terms of the code or standards adopted and incorporated in this Chapter. Any person convicted of a violation of any provision of this Chapter shall be subject to the penalty provided in Section 1.28.010.

J. Schedule of permit fees. For work requiring a permit under this Chapter, a fee for each permit shall be paid in accordance with a fee schedule adopted by resolution of the City Council from time to time.

K. Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefor.

L. Time limitation of Application and Expiration of Permit. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Every permit issued by the Building Official under the provisions of this Chapter shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

M. Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

N. Permits required. Unless otherwise exempted, buildings or structures regulated by this Chapter shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the Building Official.

O. Where required by the Building Official, a permit shall be obtained for the following activities, operations, practices or functions within a wildland-urban interface area:

1. Automobile wrecking yard.
2. Candles and open flames in assembly areas.
3. Explosives or blasting agents.
4. Fireworks.
5. Flammable or combustible liquids.
6. Hazardous materials.
7. Liquefied petroleum gases.
8. Lumberyards.
9. Motor vehicle fuel-dispensing stations.
10. Open burning.
11. Pyrotechnical special effects material.
12. Tents, canopies and temporary membrane structures.
13. Tire storage.
14. Welding and cutting operations.

P. Construction documents General. Plans, engineering calculations, diagrams and other data shall be submitted in not fewer than two sets, or in a digital format where allowed by the building official, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional documents to be prepared by a registered design professional.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Chapter.

Q. Information on plans and specifications. Plans and specifications shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this Chapter and relevant laws, ordinances, rules and regulations.

1. Site plan. In addition to the requirements for plans City's adopted building codes, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings and site water supply systems. The Building Official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

2. Vegetation management plans. Where utilized by the permit applicant, vegetation management plans shall be prepared and shall be submitted to the Building Official for review and approval as part of the plans required for a permit.

3. Fire protection plan. Where required by the Building Official, a fire protection plan shall be prepared and shall be submitted to the Building Official for review and approved as a part of the plans required for a permit.

4. Other data and substantiation. Where required by the Building Official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

5. Vicinity plan. In addition to the requirements for site plans, the Building Official may require plans that include details regarding the vicinity within 300 feet of lot lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

Section 15.80.050 – Definitions

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

1. **ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.
2. **BUILDING.** Any structure intended for supporting or sheltering any occupancy.
3. **BUILDING OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this Chapter, or the Building Official's authorized representative.
4. **DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.
5. **FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.
6. **GROUND-TRUTHING.** A process by which a property owner or authorized representative may request an adjustment to the fire intensity classification for individual parcels based on actual conditions within such parcel, and conditions within 300' of such parcel.
7. **HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.
8. **HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 International Building Code.
9. **HOME IGNITION ZONE.** Home Ignition Zone ("HIZ") is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of defensible space surrounding it.
10. **IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and

produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

11. **MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

12. **NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

- a. Material of which no part will ignite and burn when subjected to fire.
- b. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.

13. **OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

14. **ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

15. **ROOF COVERING.** The covering applied to the roof deck for weather resistance, fire classification or appearance.

16. **ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.

17. **SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

18. **STRUCTURE.** That which is built or constructed.

19. **STRUCTURE IGNITION ZONE.** Structure Ignition Zone (“SIZ”) is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of defensible space surrounding it.

20. **TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

21. **WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Section 15.80.060 – Wildland-Urban Interface Area Designations

A. The requirements of this Chapter shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding fire intensity classifications as identified on the City’s Wildland Urban Interface Map, which is adopted and incorporated into this Chapter. A copy of such map will be maintained by the City and made available to the public. The level of structure hardening, defensible space, and other mitigation measures required shall correspond to Wildfire Hazard Area designation on the Wildland-Urban Interface Map. The Wildland-Urban Interface Map meets or expands the areas designated by the Colorado Wildfire Resiliency State Code Map, adopted by the state Wildfire Resiliency Code Board for the applicable fire intensity classification. These areas have been expanded to account for potential spread of wildfire into the city, to prevent potential fire conflagrations resulting from wildfire spread, and based on historic wildfire and conflagration spread in the city.

B. Fire Intensity Classification shall be identified on the Wildland-Urban Interface Map. Fire Intensity Classification is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high fire intensity classifications. The identified fire intensity classification establishes code requirements for construction and mitigation.

1. Low Fire Intensity Classification. Low Fire Intensity Classification is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate slopes, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with

protective equipment and standard hand tools can usually suppress these fires through direct attack, particularly on slopes under 30 percent. Mechanized equipment is typically unnecessary. Key characteristics include:

- a. Fuels: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
- b. Flame Length: Less than 2 feet.
- c. Rate of Spread: Low, increasing with slopes over 20 percent.
- d. Spotting: Very short-range spotting is possible under windy conditions.
- e. Terrain Influence: More active fire behavior on moderate slopes (20 to 30 percent).
- f. Suppression Difficulty: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

2. Moderate Fire Intensity Classification. Moderate Fire Intensity Classification is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep slopes, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in wildland-urban interface areas. Key characteristics include:

- a. Fuels: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
- b. Flame Length: Up to 8 feet.

- c. Rate of Spread: Moderate to high, increasing significantly on slopes over 30 percent.
- d. Spotting: Short-range spotting is common.
- e. Terrain Influence: Steep slopes (30 percent or greater) increase fire spread and intensity.
- f. Suppression Difficulty: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

3. High Fire Intensity Classification. High Fire Intensity Classification is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep slopes, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas. Key characteristics include:

- a. Fuels: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
- b. Flame Length: Up to 30 feet or more.
- c. Rate of Spread: Rapid, especially on slopes greater than 40 percent.
- d. Spotting: Short-range spotting is common; medium-range spotting is possible under windy conditions.
- e. Terrain Influence: Slopes over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.

- f. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

C. **Ground-truthing.** A property owner or authorized representative may request local ground truthing of property. As determined by the Building Official, the fire intensity classification and associated requirements may be adjusted based on a review of the conditions related to vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the fire intensity classifications established by the Colorado Wildfire Resiliency Code. If conditions exist for inclusion within a fire intensity classification within 300' of any parcel, such parcel shall be classified in accordance with those conditions. Only parcels not adjacent to and further than 300' from the established conditions may be removed from a fire intensity classification. Any such determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 15.80.030.

Section 15.80.070 – Structure hardening

A. Exterior design and construction of new buildings and structures within a designated Wildfire Hazard Area shall be constructed in accordance with this section unless expressly excepted in this Chapter.

B. **Class 1 structure hardening.** Class 1 structure hardening shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the wildland-urban interface having a low fire hazard severity.

1. **Exterior walls, siding, eaves, and projections.** Exterior walls, siding, eaves, and projections shall be constructed with a non-combustible material or a Class A rated materials meeting ASTM E84 or UL 723 testing standards for a total test period of 30 minutes. Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication. Heavy timber and log construction is also acceptable.

2. **Decking.** The deck surface, step surface and guardrails shall be constructed with a non-combustible material or Class A rated

materials meeting ASTM E84 or UL 723 testing. Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication. For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six-millimeter plastic or concrete slab to prevent vegetation growth under the deck.

3. For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six-millimeter plastic or concrete slab to prevent vegetation growth under the deck.

4. Roofing. Roofs shall have a roof covering or roof assembly classified as Class A when tested in accordance with ASTM E108 or UL 790.

- a. Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:
 - i. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
 - ii. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
 - iii. Installation of a listed Class A classified roof assembly.
- b. Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

5. Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material and have an approved ignition resistant means to prevent accumulation of debris in gutters.

6. Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 15.80.070.B.6.a or b, as applicable.

a. Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

- i. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
- ii. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
- iii. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

b. Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with noncombustible 404.3corrosion-resistant mesh with openings not to exceed 1/8-inch.

C. Class 2 structure hardening. Class 2 structure hardening shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the wildland-urban interface having a medium or high fire hazard severity and must also meet all standards for Class 1 structure hardening.

1. Flashing. A minimum of 6 inches of metal flashing or noncombustible material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections. Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with noncombustible material or ignition-resistant building materials while still permitting drainage and moisture control from behind exterior cladding.

2. Underfloor enclosures. Buildings or structures shall have underfloor areas enclosed to the ground or comply with one of the following.

- a. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
- b. Heavy timber or log wall construction.
- c. Noncombustible materials on the exterior side.
- d. Fire-retardant treated wood labeled for exterior use and meeting the requirements of Section 2303.2 of the 2024 International Building Code.
- e. Class A rated materials meeting ASTM E84 or UL 723 testing standards for a total test period of 30 minutes.

3. Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

4. Exterior Doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 15.80.070.C.3.

Exception: Vehicle access doors.

5. Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch. Gaps between doors and door openings shall be controlled by one of the following methods:

- a. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for

Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

- b. Door overlaps onto jambs and headers.
- c. Garage door jambs and headers covered with metal flashing.

6. Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36- inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

7. Detached Accessory Structures. Detached accessory structures located less than 50 feet from a building containing habitable or occupiable space shall have exterior walls constructed in accordance with Subsection B.1. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Subsection B.1.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction, heavy timber construction, noncombustible materials on the exterior side, or fire-retardant-treated wood on the exterior side. The fire-retardant-treated wood shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 International Building Code.

Section 15.80.080 – Site and area requirements.

A. Property within a designated Wildfire Hazard Area shall be constructed and maintained in accordance with this section.

B. Class 1 site and area requirements. Class 1 site and area requirements shall apply to home ignition zones within areas of the wildland-urban interface having a low fire hazard severity.

1. Structure Ignition Zone 1 (0-5 feet): Immediate Zone

- a. Only noncombustible, hard surface ground cover materials, such as rock, gravel, sand, concrete, bare earth, or stone/concrete pavers, shall be allowed.
- b. No plantings shall be allowed except for ignition resistant plantings identified in the Colorado State Forrest Service Ignition-Resistant Landscape Plants publication (Fact Sheet 6.305), as may be amended from time to time. A copy of the Ignition-Resistant Landscape Plants publication shall be maintained by the City and made available to the public.
- c. Trees, shrubs, and other landscape plantings must be maintained and pruned so as not to encroach into the Immediate Zone.
- d. Surface fuels such as logs, branches, and slash must be removed.

2. Retaining Walls. Retaining walls shall be constructed with noncombustible materials when any of the following conditions exist:

- a. The retaining wall is within 8 feet of a structure regulated by this Chapter or up to the property line when the property line is less than 8 feet away from the structure.
- b. The retaining wall is integral to the support of a structure regulated by this Chapter.
- c. The retaining wall is integral to the egress from a structure regulated by this Chapter to a public way, easement, or private road.

3. Fencing. Fencing within 8 feet of a structure regulated by this Chapter or up to the property line when the property line is

less than 8 feet away from the structure shall be constructed with noncombustible materials or a Class A rated materials meeting ASTM E84 or UL 723 testing standards for a total test period of 30 minutes.

4. Marking of roads. Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

5. Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner approved by the Building Official to prevent obstruction.

6. Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner approved by the Building Official.

C. Class 2 site and area requirements. Class 2 site and area requirements shall apply to home ignition zones within areas of the wildland-urban interface having a medium or high fire hazard severity and must meet also meet all standards for Class 1 site and area requirements.

1. Structure Ignition Zone 2 (5-30 feet) Intermediate Zone
 - a. Hazardous dead plant material must be removed from live vegetation.
 - b. Surface fuels such as logs, branches, slash and combustible mulch must be removed.
 - c. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.
 - d. Tree branches must be pruned to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.
 - e. Shrubs shall be at least 10 feet away from the edge of tree branches.

2. Structure Ignition Zone 3 (30-100 feet) Expanded Zone

- a. Tree crowns within this zone shall be spaced at a minimum of 10 feet apart.

Section 2. The City of Louisville Wildland Urban Interface Map attached hereto is hereby adopted for all purposes set forth in Chapter 15.80 of the Louisville Municipal Code.

Section 3. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 4. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED
PUBLISHED THIS 24th DAY OF MARCH, 2026.**

**PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF
_____, 2026, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN
STREET, LOUISVILLE, CO 80027.**

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**PASSED AND ADOPTED ON SECOND AND FINAL READING, THIS ____ DAY
OF ____, 2026.**

Christopher M. Leh, Mayor

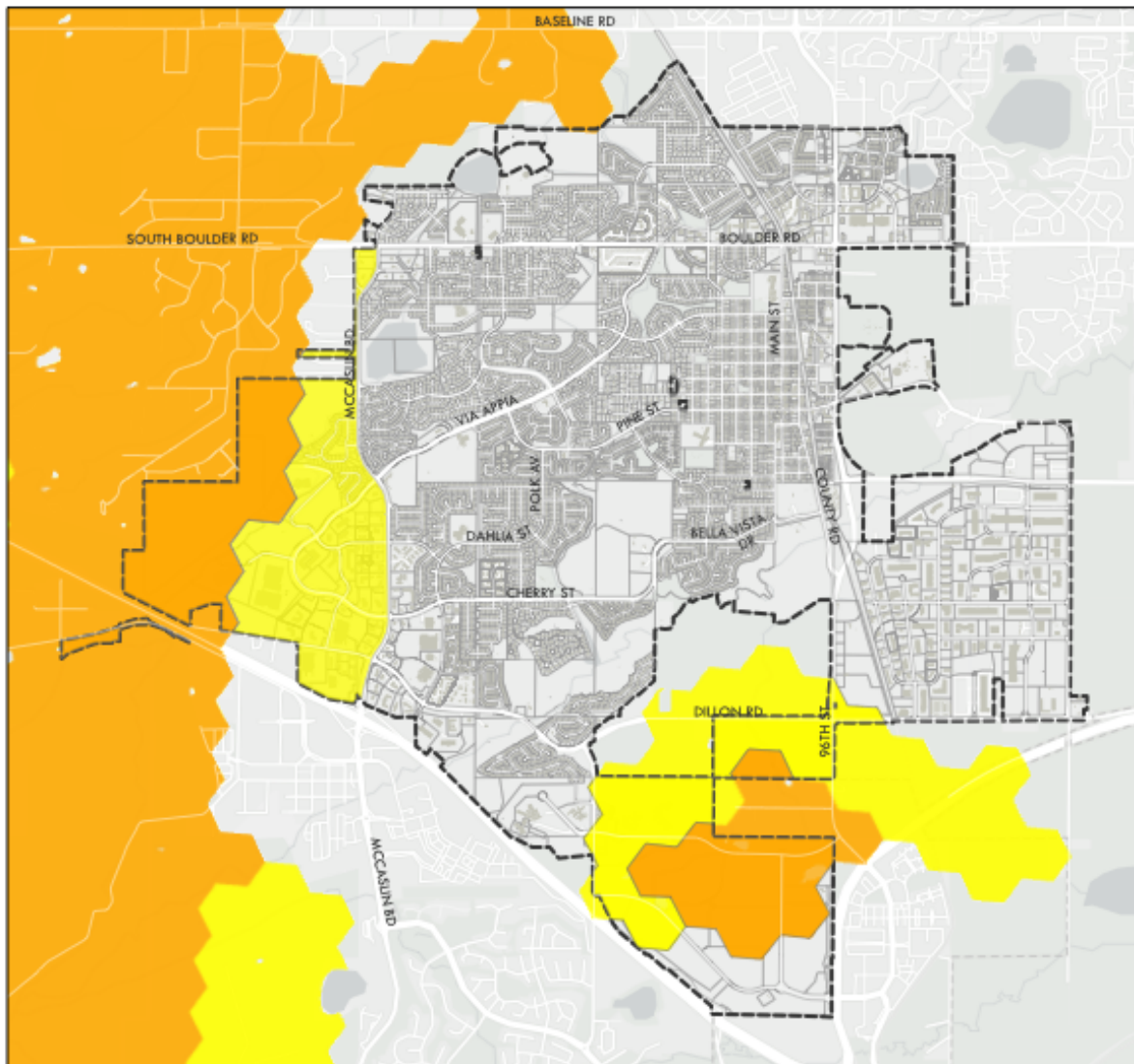
ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
KELLY PC

By: _____
Kathleen M. Kelly, City Attorney

EXHIBIT A: City of Louisville Wildland Urban Interface Map

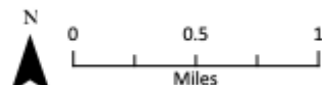


Legend

Wildfire Resiliency Class

- Low Fire Intensity (Class 1)
- Moderate Fire Intensity (Class 2)

- Louisville Buildings
- Parcels
- City Limits



GIS Shared/CommunityDevelopment/WildlandUrbanInterface/WildlandUrbanInterface.aprx - COI Resiliency Code



Wildland Urban Interface Code Adoption

Second Reading and Public Hearing

Ordinance 1918, Series 2019

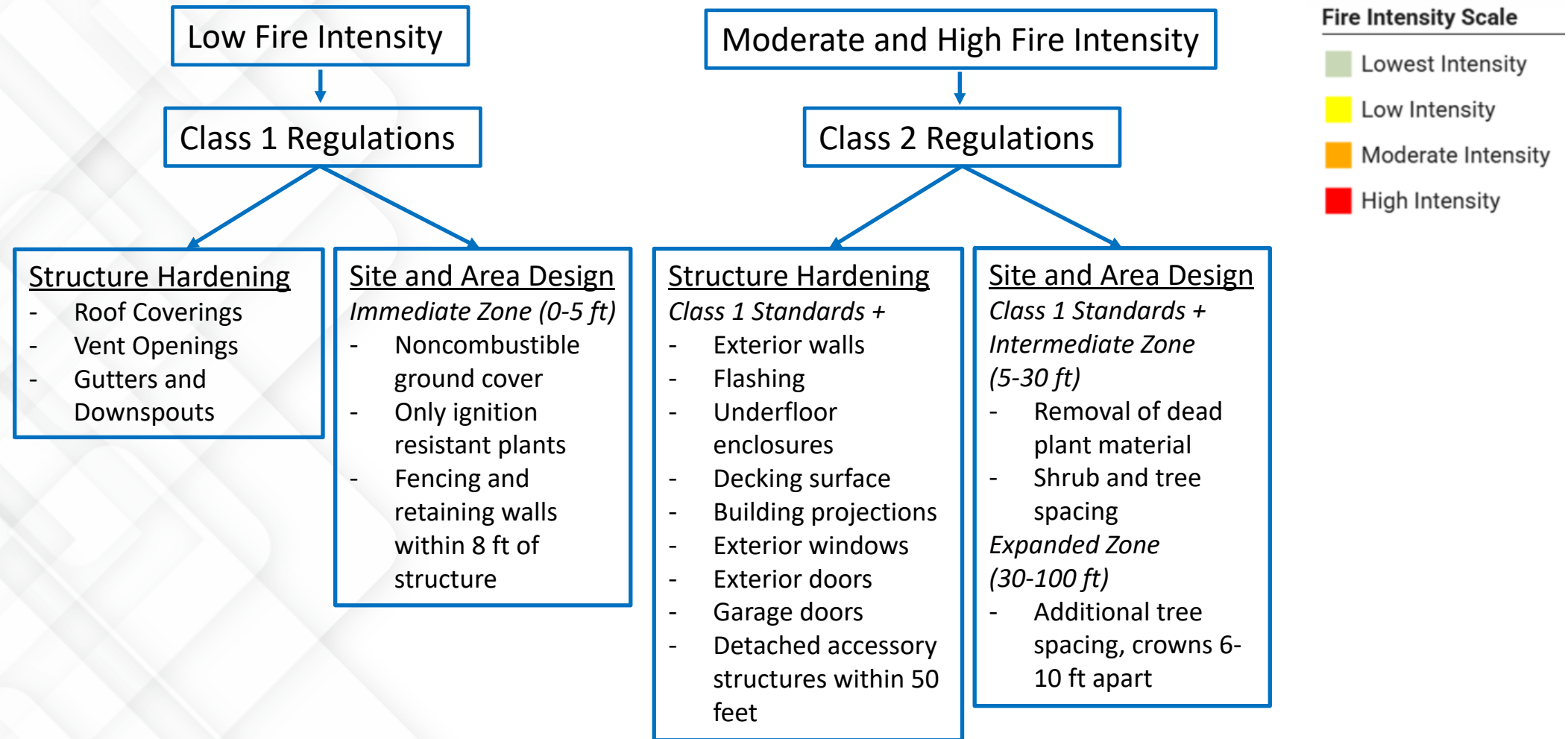
April 7, 2026

Presented by Rob Zuccaro, Community Development Director

SB23-166: Colorado Wildfire Resiliency Code

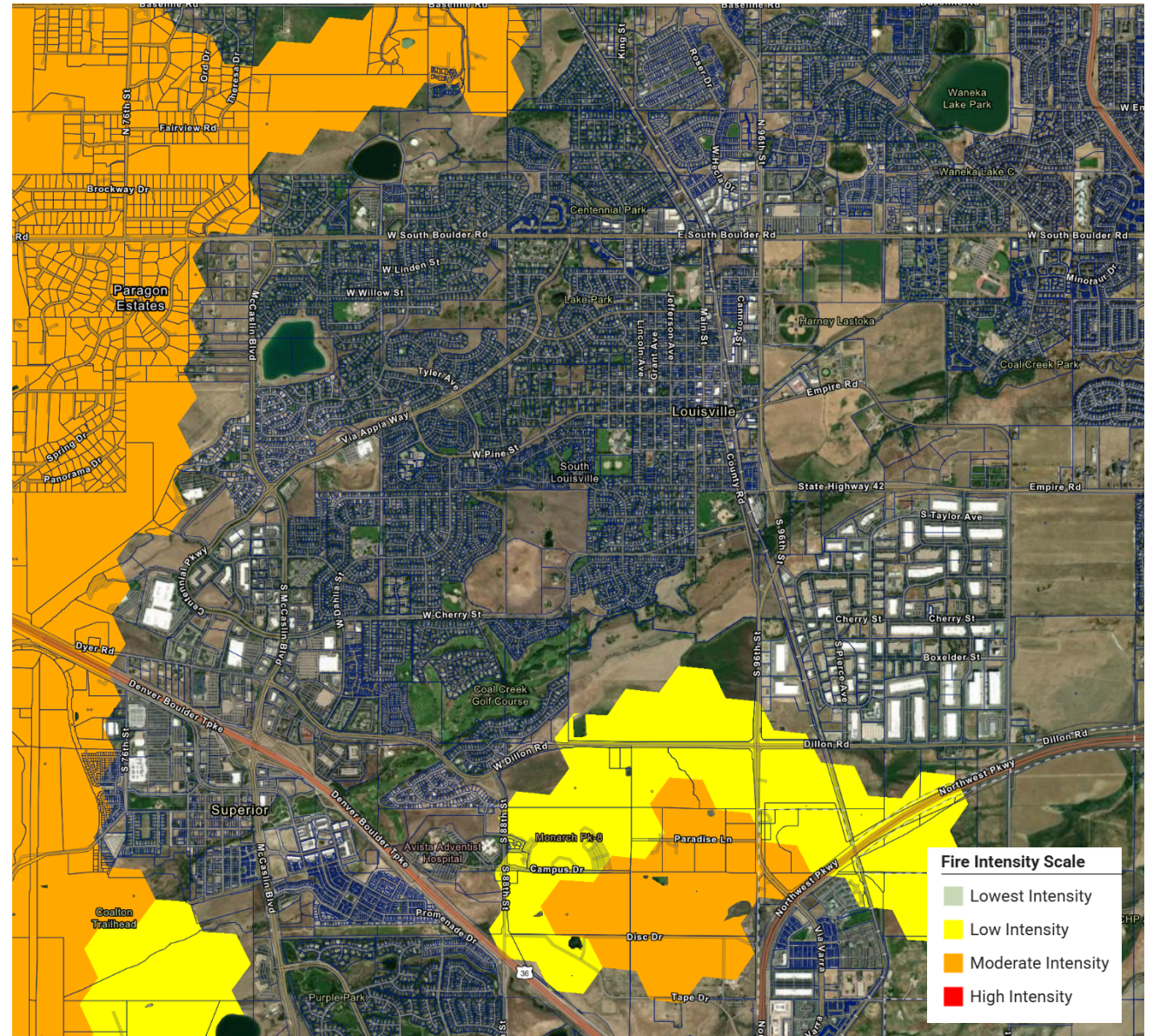
- Establishes State-wide minimum code standards for a Wildland Urban Interface (WUI) building code.
- 2025 Colorado Wildfire Resiliency Code (CWRC) and CWRC Map adopted in June 2025. City must adopt code or local code that meets or exceeds standards by April 1, 2026, and implement code by July 1, 2026
 - Communities may adopt more stringent codes or expand map boundaries to reflect local conditions or desired outcomes
- WUI Definition: “That geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.”
 - Intent to have more stringent standards for new development and redevelopment in higher risk areas due to proximity to wildland vegetative fuels

SB23-166: Colorado Wildfire Resiliency Code



CWRC Map

- The City has the option to adopt a map that meets or exceeds CWRC Map or develop a custom map based on same technical standards used in CWRC Map.
- The classification layers have been adjusted from 2022 CO-WRA using smoothing, filtering, and aggregation techniques to address the granular variability present in the underlying data and to eliminate small “occluded” areas in urban environments that present relatively low risk.



Prior Council Discussions/Actions

March 3, 2026: Council Discussion/Direction on Mapping

- Expressed support for extended WUI Class 1 standards west of McCaslin Boulevard

February 17, 2026: LFPD WCRA Presentation

- Presentation from LFPD and Ember Alliance on WCRA report.

December 16, 2025: City Council Discussion/Direction on WUI Standards

- Reviewed CWRC and staff recommended strengthening amendments.
- Expressed initial support for staff recommended amendments.

November 4, 2024: City-Wide Fire Hardening Code for Structures Adoption

- Ordinance No. 1884, Series 2024 – Created City-wide structure hardening standards for all new residential and commercial development.

January 20, 2026: City-Wide Ban on Planting of Junipers

- Ordinance No. 1912, Series 2026 – Emergency Ordinance banning planting of new juniper species City-wide. Existing junipers could be maintained.

February 3, 2026: 0-5ft Defensible Space Zone Standards for Marshall Fire Impacted Neighborhoods

- Ordinance No. 1916, Series 2026 – Emergency Ordinance requiring non-combustible ground covers and prohibiting any plantings within the 0-5ft Defensible Space zoned (Immediate Zone). Applies to all subdivisions with homes destroyed by Marshall Fire.

Analysis

WUI Code Standards

- Strengthening Amendments to Algin with City-wide Fire Hardening Code for Structures

Amendments to Class 1 and Class 2 – Structure Hardening:

- Class A siding and eaves
- Gutter covers
- Class A decking surface, railings, and stairs

Amendments to Class 2 – Site and Area Design:

- Mow dormant grasses and weeds to a height not to exceed six inches

Analysis

BCBOA Recommendations

- Recommended two changes to decking standards:
 1. *Allow composite decking with a Class B rating meeting ASTM E84 or UL 723 testing standards.*
 2. *Allow deck construction that complies with ASTM E2632.*

Concern over cost and availability of Class A decking, and potential for improved compliance with alternatives that will also improve fire resistance over most types of decking.

- City Council reviewed a staff proposal to allow Class B decking as an amendment to the Fire Harding Code For Structures on March 4, 2025, but the amendment was not adopted.
- Adoption draft does not include BCBOA proposed amendments and staff is seeking Council direction.

Analysis

Class B Decking

- CWRD allows exception for Class B Composite decking for Class 2 Structure Hardening and does not have decking requirements for Class 1 Structure Hardening
- Other surrounding jurisdictions with WUI codes prior to the State Code adoption allow more flexibility in materials.
 - City of Boulder and Boulder County allow Class C
 - City of Loveland prohibits wood decking, but allows any composite decking
- Staff have consulted with LFPD and they are supportive of considering alignment with State Code standards to allow Class B Composite decking.

2. Decking. The deck surface, step surface and guardrails shall be constructed with a non-combustible material or Class A rated materials meeting ASTM E84 or UL 723 testing. Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication.

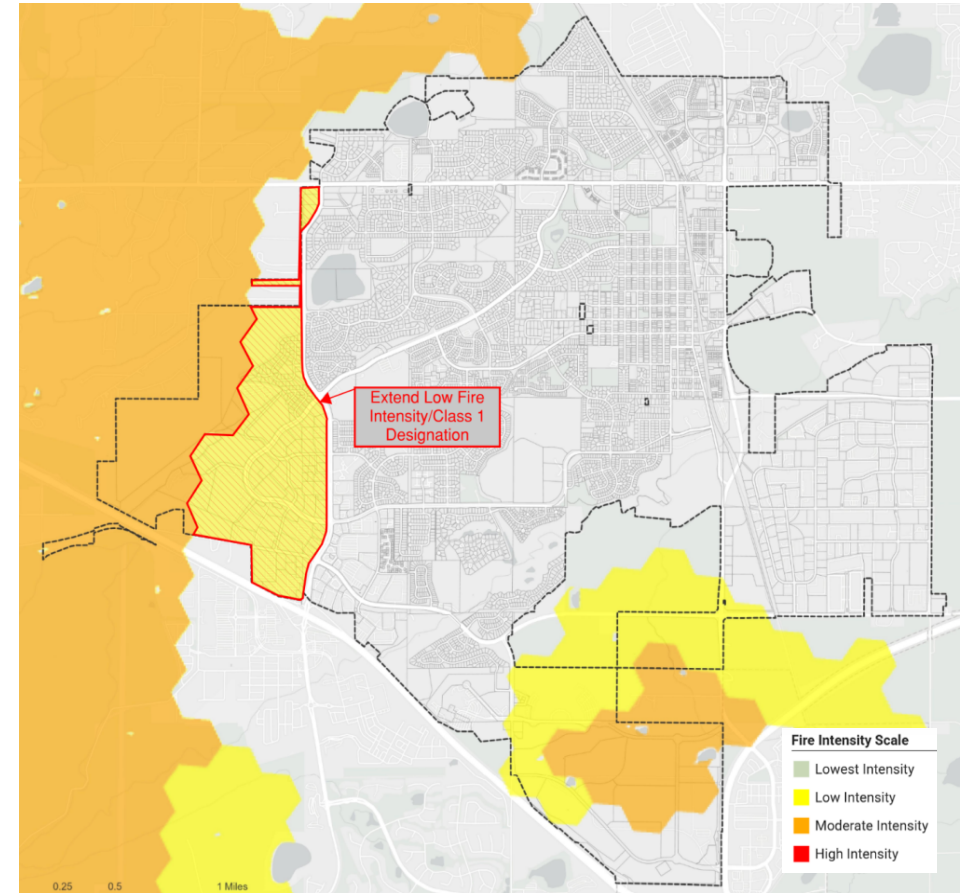
Exception: *Composite decking material with a minimum Class B rating meeting ASTM E84 or UL 723 testing. For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six-millimeter plastic or concrete slab to prevent vegetation growth under the deck.*

- If supported, Staff recommends aligning the City-Wide Fire Hardening Code for Structures

Analysis

WUI Map

- Extend Class 1 Regulations form west City boundary to McCalsin Boulevard.
- Accounts for higher risk area from open spaces west of City and accounts for predominance of westerly winds.
- Focuses WUI regulations where new development is planned in Centennail Valley.



Permitting and Enforcement

- City already regulates building construction and landscaping standards for Commercial and Multi-Family Residential development.
 - Implementing these WUI standards could be incorporated into existing processes with less impact on staffing capacity.
- Additional permitting, inspections, and enforcement processed would need to be developed for Single-Family residential development. Because landscaping is often installed incrementally, and may grow or expand into regulated areas, the City may want to consider compliance requirements after completion of construction.
 - This is a new regulatory program and implementing Single-Family WUI standards would impact staffing capacity.
- Additional staffing and resources are not budgeted for 2026. Staff recommends monitoring workload and staff impacts and potentially utilizing consulting help to implement inspections and enforcement as needed.

City Council Workplan

- WUI code adoption is included under the City Council priority for Safety in the 2026 Work Plan.

WUI and Fire Risk Reduction Initiatives	Implementation of the Colorado Wildfire Resiliency Code (CWRC), including adoption of a WUI Map. Partnership with regional efforts including the Louisville Fire Department's Wildfire and Conflagration Risk Assessment. Consideration of other strategies, such as defensible space and juniper bans.	Anticipate 3 or more Council meetings to receive updates, provide direction, and adopt.
--	---	---

Alternatives and Staff Recommendation

- Potential Alternatives:
 - Adopt Ordinance No. 1918, Series 2026 as drafted.
 - Adopt Ordinance No. 1918, Series 2026 with an amendment to Sec. 15.80.070.A.2 to allow an exception for Class B composite decking.
 - Direct staff to draft other amendments to Ordinance No. 1918, Series 2026 and bring back for final consideration.
 - Not adopt Ordinance No. 1918, Series 2026 (this would result in noncompliance with SB23-166).
- Staff Recommendation: Approval of Ordinance 1918, Series 2026 with an amendment to Sec. 15.80.070.A.2 to allow an exception for Class B composite decking.