City Council

Agenda

Tuesday, May 19, 2026
Council Chambers
749 Main Street
4:00 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 - Pending Litigation**

   (Louisville Charter, Section 5-2(d) and C.R.S. 24-6-402(4)(b)) — The City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consultation with Respect to Pending Litigation.

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

4. **Executive Session Report - Discussion / Direction / Action**

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. Resolution No. 44, Series 2026 - A Resolution Approving a Construction Contract with OldCastle SW Group, Inc. d/b/a APC Construction Co.

C. Resolution No. 45, Series 2026 — Approving a Construction Contract with MVP Playgrounds, LLC

D. Resolution No. 46, Series 2026 — A Resolution Approving a Construction Contract with Just Be You, Inc. d/b/a Star Playgrounds

E. Resolution No. 47, Series 2026 — A Resolution Adopting the Louisville Code of Conduct

8. Council Informational Comments and Committee Reports

9. City Manager's Report

10. Regular Business

A. First Citywide and Revitalization Commission 2026 Budget Amendments

This will be the only reading of this item and final action may be taken. There will be one round of public comment.

i. Resolution No. 48, Series 2026 — A Resolution Amending the 2026 Budget by Amending Appropriations in the General Fund, Conservation Trust - Lottery Fund, Historic Preservation Fund, Recreation Fund, Open Space Fund, Parks Fund, Capital Projects Fund, Water Utility Fund, Wastewater Utility Fund, Storm Water Utility Fund, Technology Management Fund and Fleet Management Fund for Carry Forward or Appropriations and Additional Appropriations Within Such Funds and Adjusting Budgeted Revenue in the General Fund, Historic Preservation Fund, Open Space Fund, Capital Projects Fund, and Golf Course Fund

ii. Resolution No. 49, Series 2026 — A Resolution Amending the 2026 Budget by Amending Appropriations in the Louisville Revitalization Commission

B. Ordinance No. 1925, Series 2026 — An Ordinance Amending The Fire Hardening Code for Structures in Chapter 15.70 of the Louisville Municipal Code to Allow Class B Composite Decking — 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. 1924, Series 2026 - An Ordinance Amending Title 17 of the Louisville Municipal Code Concerning Accessory Dwelling Units and Compliance with HB24-1152 - 2nd Reading, Public Hearing (advertised City of Louisville website 05/08/2026)

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.

D. Ordinance No. 1923, Series 2026 — An Ordinance Vacating an Access Easement Located Within Lot 1, Block 3, Redtail Ridge Filing No. 1 - 2nd Reading, Public Hearing (advertised City of Louisville website 05/08/2026)

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.

E. Ordinance No. 1926, Series 2026 — An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1 — 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.

11. City Attorney's Report

12. Upcoming Agenda Items and Identification of Future Agenda Items

13. Adjourn

Upcoming Agenda Items
June 2, 2026 Meeting

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

- Water Service Change for Service to Mobile Home Parks
- Redtail Ridge Easement Vacation — 2nd Reading
- Home Hardening Update - 2nd Reading
- Historic Preservation Grant Request - 733 McKinley
- Concept Plan — Paschal and Highway 42
- Concept Plan - Centennial Parkway
- Front Range Passenger Rail
- Co-Responder Grant Renewal
- License Agreement to Xcel at 101 Cherry St.
- 2026 Affordable Hoising Grant Program Funding Agreement
- ConocoPhillips Campus GDP, 3rd Amendment

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 of Louisville
COLORADO • SINCE 1878

City Council

Special Meeting Minutes

June 10, 2025
City Hall, 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 Caleb Dickinson (arrived at 6:04 p.m.)
	Councilmember Josh Cooperman (arrived after 6:05 p.m.)
	Councilmember Deborah Fahey
	Councilmember Barbara Hamlington
	Councilmember Dietrich Hoefner
	Councilmember Judi Kern
Staff Present:	**Diana Langley, City Manager**
	Samma Fox, Deputy City Manager
	Rob Zuccaro, Community Development Director
	Adam Blackmore, PROS Director
	Melinda Cully, Deputy City Attorney
	Genny Kline, Interim City Clerk

EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:00:54)

Deputy City Attorney Culley reported that the City Manager is requesting an executive session for the purpose of real property acquisitions concerning properties in Louisville only as to appraisals and other value estimates and strategy, citing the City Charter requirements.

Interim City Clerk Kline read Section 2-90.050 of the Louisville Municipal Code.

Deputy City Attorney Culley stated the authority for the executive session, Section 5-2(c) of the Home Rule Charter and C.R.S. 24-6-402(4)(a); the request involves potential acquisition of real property.

Mayor Leh moved to enter executive session for the purpose of discussion regarding real property acquisitions and dispositions, and that executive session includes City Manager Diana Langley; Deputy City Manager Samma Fox; Community Development Director Rob Zuccaro; Parks, Recreation & Open Space Director Adam Blackmore; and Deputy City Attorney Melinda Culley. Mayor Pro Tem Dickinson seconded the motion.

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

Council entered Executive Session at 6:05 p.m.

The Council meeting reconvened at 7:17 p.m.

REPORT ON EXECUTIVE SESSION – DISCUSSION / DIRECTION / ACTION – REAL PROPERTY ACQUISITIONS / DISPOSITIONS (01:17:52)

Deputy City Attorney Culley stated the Executive Session was for the purpose of discussing real property acquisition and such discussion was held.

ADJOURN (01:18:00)

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

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

Members adjourned at 7:18 p.m.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City of Louisville
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City Council

Special Meeting Minutes

August 28, 2025
City Hall, Council Chambers
749 Main Street
5:00 PM

Mayor Leh called the meeting to order at 5:00 p.m. Roll Call was taken, and the following members were present:

City Council: **Mayor Chris Leh**
Councilmember Josh Cooperman
Councilmember Deborah Fahey
Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Judi Kern

City Council Member Absent: Mayor Pro Tem Dickinson

Staff Present: **Diana Langley, City Manager**
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Adam Blackmore, PROS Director
Kathleen Kelly, City Attorney
Melinda Cully, Deputy City Attorney
Mindy Olkjer, Executive Assistant

EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:00:54)

City Attorney Kelly reported that the City Manager is requesting an executive session for the purpose of real property acquisitions concerning properties in Louisville only as to appraisals and other value estimates and strategy, citing the City Charter requirements.

Executive Assistant Olkjer read Section 2-90.050 of the Louisville Municipal Code.

City Attorney Kelly stated the authority for the executive session, Section 5-2(c) of the Home Rule Charter and C.R.S. 24-6-402(4)(a); the request involves potential acquisition of real property.

Mayor Leh moved to enter executive session for the purpose of discussion regarding real property acquisitions and dispositions, and that executive session includes City Manager Diana Langley; Deputy City Manager Samma Fox; Community Development Director Rob Zuccaro; and City Attorney Kathleen Kelly. Council member Kern seconded the motion.

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

Council entered Executive Session at 5:05 p.m.

The Council meeting reconvened at 6:23 p.m.

Council member Cooperman did not return to the Council meeting.

REPORT ON EXECUTIVE SESSION – DISCUSSION / DIRECTION / ACTION – REAL PROPERTY ACQUISITIONS / DISPOSITIONS (01:23:18)

City Attorney Kelly stated the Executive Session was for the purpose of discussing real property acquisition and such discussion was held.

In follow-up to the Executive session, with regard to the contract to buy and sell real estate, for the property located at 101 West Cherry Street, the city has a right of first refusal. I recommend that the City Council adopt a motion to direct the City Manager to notify the seller that the City accepts the terms of the contract and will purchase the property within 90 days at the contract price. That will exercise your right of first refusal.

Mayor Leh moved to direct the City Manager to notify the seller that the City accepts the terms of the contract and will purchase the property within 90 days at the contract price; seconded by Council member Hoefner.

Council member Kern made a friendly amendment to purchase the property with the intention of utilizing the house and other outlying properties for public use; Council member Hoefner seconded the friendly amendment.

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

ADJOURN (01:26:42)

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

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

Members adjourned at 6:27 p.m.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City of Louisville
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City Council

Special Meeting Minutes

Joint Meeting with Planning Commission

Tuesday, October 28, 2025
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 Caleb Dickinson
Councilmember Josh Cooperman
Councilmember Deborah Fahey
Councilmember Hamlington
Councilmember Dietrich Hoefner
Councilmember Judi Kern

Planning Commission Members: ***Steve Brauneis, Chair***
Jeff Moline
Debra Baskett
Jonathan Mihaly
Cullen Choi
David Bangs
Jennifer Hunt

Staff Present: ***Diana Langley, City Manager***
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Jeff Hirt, Planning Manager
Genny Kline, City Clerk

DISCUSSION / DIRECTION – DEVELOPMENT PROCESS IMPROVEMENTS (00:01:39)

Mayor Leh introduced the item and welcomed the members of the Planning Commission and expressed appreciation for the work they do.

Director Zuccaro and Manager Hirt gave the staff report. A summary of the current development process was provided and staff asked for direction on proposed changes, including administrative review for minor subdivision changes; adjusting PUD amendments, the two options would be to proceed with drafting ordinance changes or wait for the full land development code rewrite.

Questions included neighborhood meetings vs. public hearings; type of documentation for neighborhood meetings; and zone district requirements vs. PUD standards.

Public Comment:

- Dave Waldner

Council gave direction on going forward with drafting an ordinance for the proposed process and bring it back to Council.

ADJOURN (02:33:40)

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

Members adjourned at 8:34 p.m.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council
Special Meeting Minutes
December 8, 2025
City Hall, Council Chambers
749 Main Street
5:00 p.m.

Mayor Leh called the meeting to order at 5:01 p.m. Roll Call was taken, and the following members were present:

City Council:	**Mayor Chris Leh** **Mayor Pro Tem Caleb Dickinson** **Councilmember Josh Cooperman** **Councilmember Deborah Fahey** **Councilmember Barbara Hamlington** **Councilmember Hoefner** **Councilmember Judi Kern (arrived 5:08 p.m.)**
Staff Present:	**Genny Kline, City Clerk**

DISCUSSION OF INTERVIEW QUESTIONS & PROCESS (00:01:09)

Members reviewed proposed interview questions for the applicants.

Members interviewed 15 applicants for various boards and commission vacancies. The Council asked questions about their interest in serving, their knowledge of city processes, and the skills they bring to the position, among others.

DISCUSSION & IDENTIFICATION OF POTENTIAL APPOINTEES (04:10:03)

Members discussed the applicants' qualifications and merits, deliberated about possible appointments, and made recommendations of a slate of appointees to vote on at the December 16 City Council meeting.

ADJOURN (04:59:56)

Council member Hoefner moved to adjourn; seconded by Council member Fahey.

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

Members adjourned at 10:01 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 7.B.

Subject: Resolution No. 44, Series 2026 - A Resolution Approving a Construction Contract with OldCastle SW Group, Inc. d/b/a APC Construction Co.

Date: May 19, 2026

Prepared By: Jonathan Williams, Civil Engineer III

Presented By: Kurt Kowar, Director

Summary:
Staff recommends approval of the 2026 Street Resurfacing Project contract with APC Construction Company for $2,966,477.40 and authorization of a contingency for 10% of the contract amount ($296,600). In addition, Staff is recommending an additional $200,000 contingency for miscellaneous asphalt patching throughout the City for a total amount of $3,463,077.40.

Background / Prior Discussions:
Staff advertised the 2026 Street Resurfacing Project on April 2, 2026. Bids were received on April 28, 2026. Bids received are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3
APC Construction	$2,429,396.90	$353,437.00	$169,394.50	$183,643.50
Brannan Sand & Gravel	$2,751,967.65	$409,127.60	$227,285.50	$263,767.90

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

As part of the 2026 Resurfacing Project, Staff has included:

- Reconstruction of five (5) alleys, Enclave Circle, Enclave Way, and Pine Court.
- Mill and overlay of Lincoln Avenue, Polk /Dahlia Street and Eldorado and Larkspur Lanes.
- Raised crosswalks on Griffith Street at Cannon Street, Polk Avenue at Hackberry Street, Main Street at Griffith Street, Bella Vista Drive west of S. Carter Street, and a speed cushion and raised crosswalk on Jefferson Avenue near Louisville Middle School. Work on Bella Vista will require relocation of storm drain facilities,

resulting in a single lane closure of the roadway for approximately four weeks.

- Three alternates were included as part of the bid package and were contingent on the bid amounts relative to the available budget. Bid alternates 1 and 2 include mill and overlay of Main Street and Hecla Drive, respectively. Bid alternate 3 is an alternative to bid alternate 2 and includes overlaying Hecla Drive with a fiber-reinforced asphalt material for purposes of a test section.

Please refer to the attached map for a summary of project location information.

The street resurfacing contract has been updated to allow the City an option of renewing the contract for 2027 with a price escalation clause.

Note that multimodal improvements along Main Street have been previously discussed for potential implementation; however, these improvements significantly exceed funding available in the resurfacing budget so they are not included with this work. Staff investigated installation of advisory bike lanes along Main Street as part of the Downtown Vision Plan, but public concerns have led to Staff exploring other options that require additional funding and greater design effort.

Staff is currently designing a widened sidewalk on the north side of South Boulder Road from the Main Street crosswalk to the railroad tracks. This will be completed in 2027 due to complicated design and permitting and coordination with the railroad.

This work includes resurfacing of streets in the Marshall Fire rebuild area (Enclave and Cornerstone subdivisions) which are eligible for partial reimbursement from FEMA. Work in the burn area began in 2025 and will continue through 2028 depending on available funds. The available FEMA funds are approximately $450,000 for the entire Marshall Fire burn area. The funding will cover only a small portion of the pavement and concrete in these areas, but will help offset City costs.

Development Proposal:
NA

Analysis:
As part of the 2026 Concrete replacement program, Staff included bid alternates to allow some flexibility in the budget since the bids for street resurfacing had not yet been received. It was anticipated that the base bid and bid alternates 1 and 2 could be implemented this year if the street resurfacing bid amount was less than the $3.66 million remaining in the 2026 budget. As the total bid amount award is $2,966,477.40 with contingencies of $496,600, it has been determined that bid alternate 1 (Main Street) and bid alternate 3 (Hecla Drive) may be implemented this year. Due to this, Staff requests that bid alternates 1 and 3 be awarded with the base bid.

Staff recommends approval and award of the 2026 Street Resurfacing Project contract with APC Construction Company for the base bid amount of $2,429,396.90 plus bid

alternate 1 ($353,437.00), bid alternate 3 ($183,643.50), a 10% contingency ($296,600.00), and a miscellaneous asphalt patching contingency ($200,000) for a total authorized amount of $3,463,077.40 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
	Total:	**$5,150,000.00***

**NOTE: The City has approximately $450,000 in FEMA funding available for the work in the Marshall Fire burn area, which will apply to Enclave and Cornerstone subdivisions. The proposed work far exceeds the FEMA-approved funding, but the FEMA funding will be utilized to offset City costs.*

Projected Expenses – Annual Resurfacing Program (301312-660012)

Description	Budget Amount
2026 Street Resurfacing Contract	($2,966,477.40)
2026 Street Resurfacing Contingency ~ 10%	($296,600.00)
2026 Miscellaneous Asphalt Patching Contingency	($200,000.00)
2026 Concrete Replacement (Base, Alt 1, & Alt 2) (Previous Award)	($1,103,170.00)
2026 Concrete Replacement Contingency ~ 10% (Previous Award)	($125,000.00)
2026/2027 Geotech Services (Previous Award)	($115,060.00)
2026 Pavement Crack Seal Contract (Future Award)	($150,000.00)
Total Expenses:	**($4,956,307.40)**
Remaining Funds:	**$193,692.60**

Alternatives:

Council may choose not to approve the contract, choose to only approve the base bid, or to approve the base bid with different bid alternates.

If Council chooses not to award the base bid contract then award would not occur and the 2026 Paving Program would be cancelled. If Council chooses to approve the base bid at a minimum, then Staff will implement the annual paving program.

Recommendation:

Staff recommends award of the 2026 Street Resurfacing contract base bid, bid alternate 1 (Main Street), and bid alternate 3 (Hecla Drive) to APC Construction and authorization of a 10% contingency and an additional $200,000 asphalt patching contingency for a total amount of $3,463,077.40.

Attachments:

1. Resolution No. 44, Series 2026
2. Project Location Map
3. APC Construction Contract

RESOLUTION NO. 44
SERIES 2026

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH OLDCASTLE SW GROUP, INC. DBA APC CONSTRUCTION CO.

WHEREAS, a Construction Contract has been proposed between the City and Oldcastle SW Group, Inc. dba APC Construction Co. for the 2026 Street Resurfacing 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 Oldcastle SW Group, Inc. dba APC Construction Co. 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.

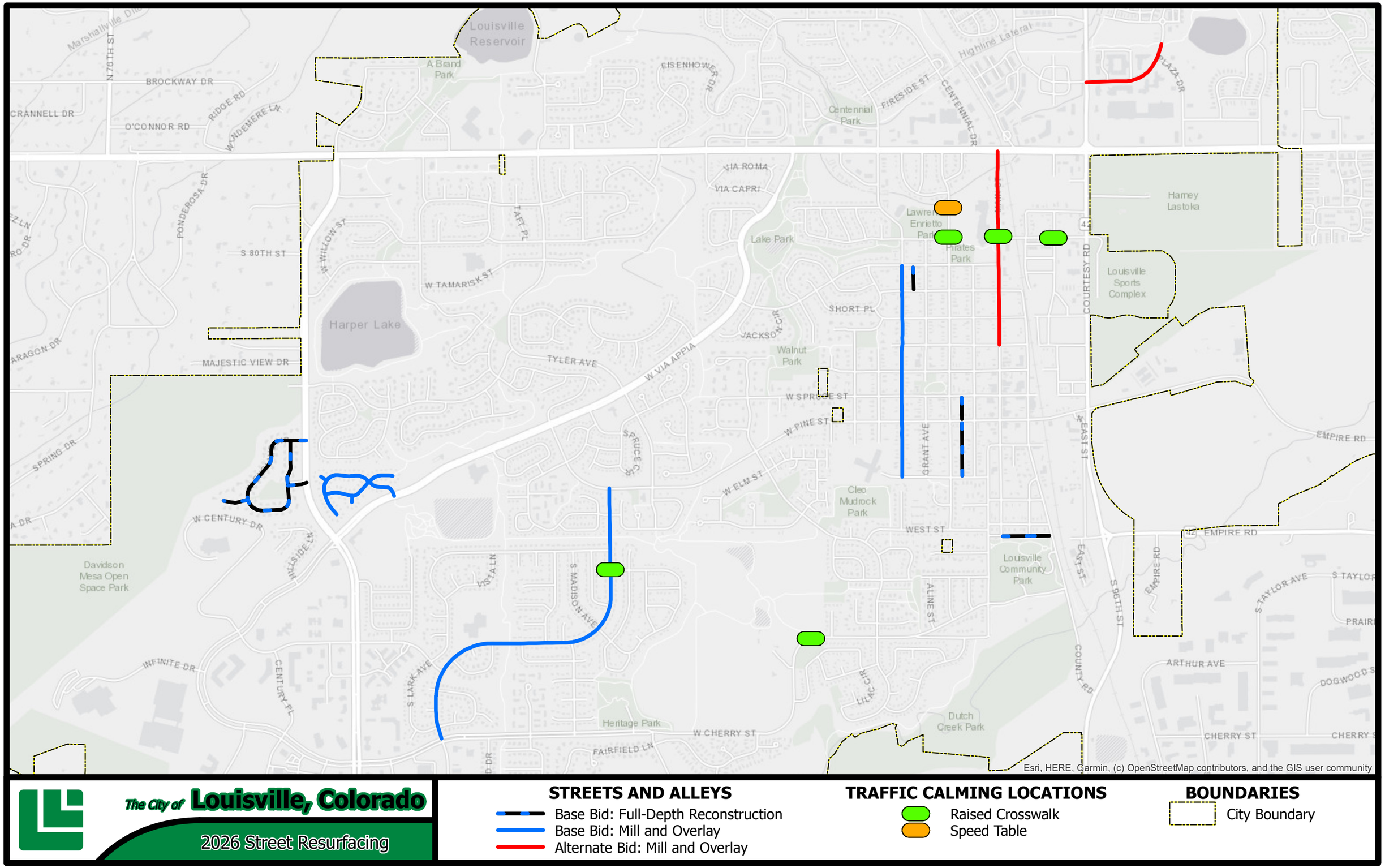
Section 3. The City Council hereby approves an additional 10% contingency for the Project in the amount of $296,600.00 and an additional $200,000 asphalt paving contingency for a total authorized amount of $3,463,077.40 for the Project. The City's Project Manager for the Contract may approve change orders deemed necessary for the Project, subject to the cost limits set forth in this Resolution.

PASSED AND ADOPTED this 19th day of May 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk



The City of **Louisville, Colorado**

2026 Street Resurfacing

STREETS AND ALLEYS

- Base Bid: Full-Depth Reconstruction
- Base Bid: Mill and Overlay
- Alternate Bid: Mill and Overlay

TRAFFIC CALMING LOCATIONS

- Raised Crosswalk
- Speed Table

BOUNDARIES

- City Boundary

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

Oldcastle SW Group, Inc.
d/b/a/ APC Construction Co.
(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 ANNUAL RESURFACING PROGRAM**
PROJECT NUMBER: **301312-660012**

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within **58 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 **FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500)** 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 **Two Million Nine Hundred Sixty Six Thousand Four Hundred Seventy Seven dollars and forty cents ($2,966,477.40)** set forth in the Bid Form of the CONTRACTOR dated April 28, 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 Annual Resurfacing Program.**
6.10. Change Orders, Addenda and other documents which may be required or specified including:
- 6.10.1. Addenda No. 1 to 1 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: OLDCASTLE SW GROUP, INC. d/b/a APC Construction Company

By: _____, V.P./General Mgr.
Jeffrey Keller

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

14802 W. 44th Avenue

Golden, CO 80403

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 7.C.

Subject: Resolution No. 45, Series 2026 — Approving a Construction Contract with MVP Playgrounds, LLC

Date: May 19, 2026

Prepared By: Bryon Weber, Parks Project Manager

Presented By: Bryon Weber, Parks Project Manager

Summary:
Staff are seeking City Council approval of a construction contract with MVP Playgrounds for the replacement of playground equipment at Memory Square Park.

A competitive bidding process was held in early 2026, with public voting and input from the Parks and Public Landscape Advisory Board to select the proposed playground design.

Background / Prior Discussions:

- Background (2017-Present)

  Playground renovations have been a focus of the city since 2017 with an ongoing effort to catch-up on deferred maintenance by replacing 1–2 playgrounds annually. Funding has been provided through the Capital Fund and Conservation Trust Fund (CTF) with additional grant support from Great Outdoors Colorado on select properties. Playgrounds have been prioritized based on age, condition and demand.

  The city now has three playground renovations remaining to complete the multi-year system overhaul, each with equipment that is 20+ years old (Memory Square Park, the Recreation & Senior Center, Community Park). Play equipment of this age is considered to be past its effective lifespan, replacement parts are typically unavailable should equipment break, and structures predate current industry standards and regulations.

  Assuming completion of Memory Square Park and the Recreation & Senior Center in 2026, followed by Community Park in 2027, the city will then be positioned to cycle through the entire playground portfolio on an approximately 15-year basis by completing one playground renovation per year.

- November 2025 – Council Approval of 2026 Capital Improvements Budget
  Approval of the 2026 budget included $187,500 in the CTF for playground

renovations. Combined with carry forward from the 2025 CTF budget, there is now approximately $382,000 allocated to playground improvements.

- January 2026 – Request for Proposal (RFP)
  Staff developed an RFP and advertised competitive bidding. The request was written so that respondents could propose up to two design options that would meet an identified budget of $275,000 and would be subject to a competitive selection process.

- February 2026 – Public Input
  As part of the RFP process, staff reviewed the submitted designs and selected 5 options to undergo public voting. Votes were obtained online through Engage Louisville and in-person at the playground on an advertised date.

  Staff also presented the 5 short-list designs to PPLAB and YAB for their input and rankings. The rankings from public voting and the two Advisory Boards were then combined to identify the preferred finalist, which was MVP Playgrounds.

- March/April 2026
  Staff worked with MVP Playgrounds to modify the design to address some concerns brought up during the public input process and to maximize the play features within the space by adding a few additional elements. Contract documents were also developed during this time.

Development Proposal:
Not Applicable

Analysis:
A vote by Council is needed to approve the construction contract and authorize spending not to exceed $314,576. The total spending authorization includes the contract with MVP Playgrounds for $285,978 and a staff requested contingency of $28,598 (10%).

Council should be aware that field adjustments may be needed and that the exact layout shown in drawings and renderings is subject to change.

Council Work Plan:
Playground renovations are not specifically listed in the Core Services section of the 2026 work plan. However, the renovations relate to two of the work plan's guiding documents, including the Parks, Recreation, Open Space and Trails Master Plan and the Parks General Maintenance and Management Plan.

Fiscal Impact:
The project is budgeted and approximately $382,000 is allocated within the Conservation Trust Fund.

Alternatives:
One alternative is to remove some play components and reduce the overall spending amount by approximately $10,000. Another alternative would be to cancel the project and utilize funds for other playgrounds or another purpose.

Recommendation:
Staff recommend approval of the construction contract and contingency funds given the playground equipment is one of the three oldest sets in the City and has components that fail to meet current regulations and standards.

Attachments:
1. Resolution No. 45, Series 2026
2. 2026-05-19 MVP Playgrounds Plan & Rendering
3. 2026-05-19 MVP Playgrounds Agmt 6-1 (redline signed)
4. 2026-05-19 MVP Playgrounds Exhibits 6-2 to 6-5

RESOLUTION NO. 45
SERIES 2026

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH MVP PLAYGROUNDS, LLC

WHEREAS, a Construction Contract has been proposed between the City and MVP Playgrounds, LLC for the Memory Square Park Playground Replacement Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract.

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 MVP Playgrounds, LLC 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 an additional 10% contingency for the Project in the amount of $28,598.00 for a total authorized amount of $314,576.00 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.

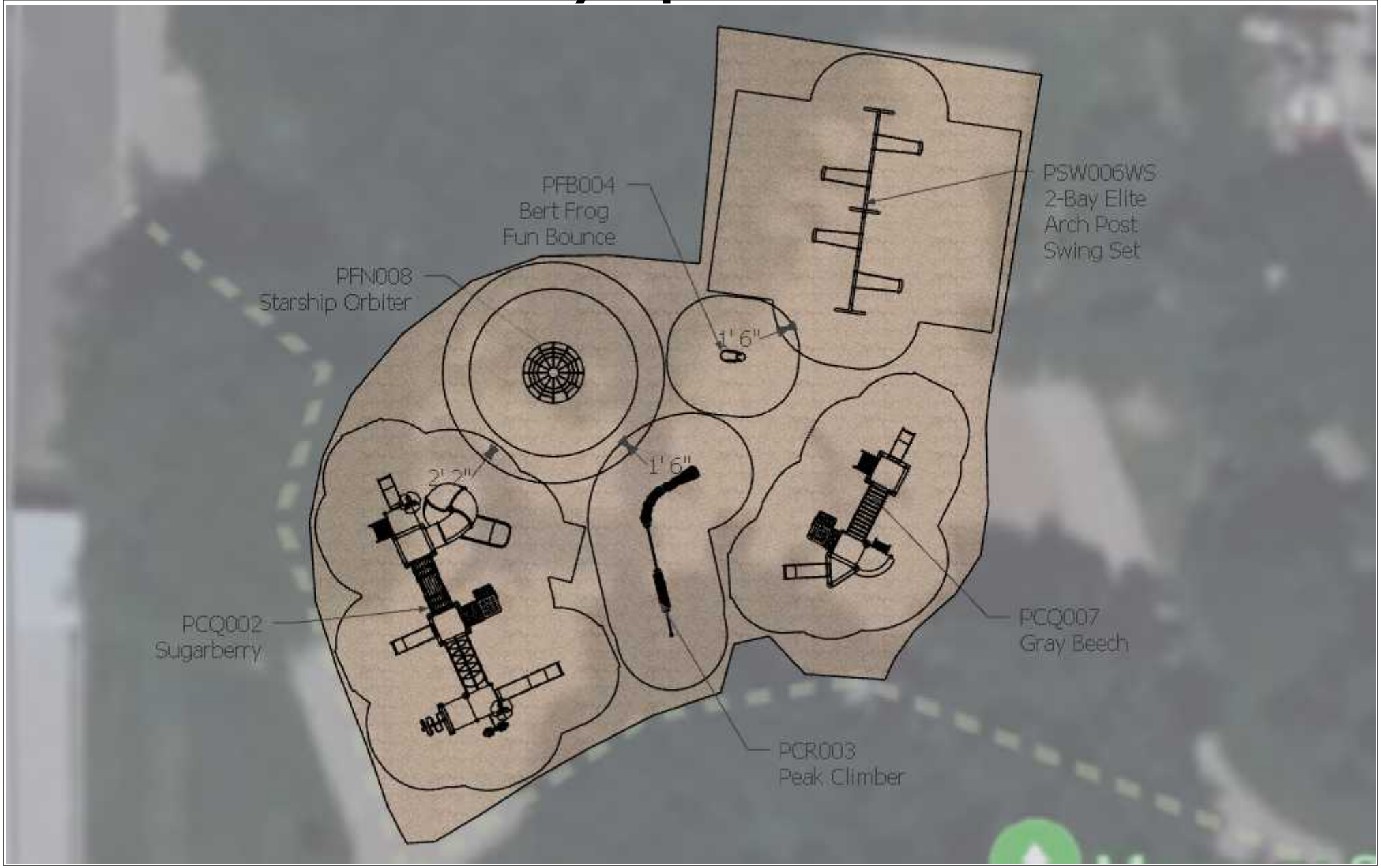
PASSED AND ADOPTED this 19th day of May 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

Memory Square Park



MVP PLAYGROUNDS

Perimeter: ~ 298 ft
Area: ~ 4475 ft²

NOTE: The use zone shown is the minimum additional space required to ensure ASTM compliance.

Created On: March 18, 2026

The information provided on this sheet is subject to change without notice.



Memory Square Park

City of Louisville
COLORADO • SINCE 1878

AGREEMENT

THIS AGREEMENT is made and entered into this **19th day of May** in the year 2026 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

MVP PLAYGROUNDS, LLC
(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: PLAYGROUND REPLACEMENT – MEMORY SQUARE PARK
PROJECT NUMBER: 26-630048 MS

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work within **99 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 Hundred and 00/100 dollars ($100.00)** 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.

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 **TWO HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED SEVENTY-EIGHT and 00/100 dollars ($285,978.00)** set forth in the bid form of the CONTRACTOR dated February 16, 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 PROJECT MANAGER 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 PROJECT MANAGER, 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 PROJECT MANAGER 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 6.8) 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 PROJECT MANAGER 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 PROJECT MANAGER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER 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 This Agreement

6.2 Documentation submitted by CONTRACTOR prior to Notice of Award, as applicable:

6.2.1 Fee Proposal
6.2.2 Disclosure Statement

6.3 Conditions and Specifications of Construction

6.4 Drawings with each sheet bearing the title: **Memory Square Park March 18, 2026**

6.5 Other documents which may be required or specified including:

6.5.1 Addenda No. 1 to 1 exclusive
6.5.2 Notice of Award
6.5.3 Performance Bond
6.5.4 Labor and Material Payment Bond
6.5.5 Certificates of Insurance
6.5.6 Notice to Proceed
6.5.7 Change Order
6.5.8 Field Order
6.5.9 Work Change Directive
6.5.10 Application for Payment
6.5.11 Contractor Proposal Request
6.5.12 Contractor Overtime Request
6.5.13 Certificate of Substantial Completion
6.5.14 Claim Release
6.5.15 Claim Release for Subcontractors
6.5.16 Final Inspection Report
6.5.17 Certificate of Final Completion
6.5.18 Guarantee Period Inspection Report

6.6 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.

6.7 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.

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 **May 19th, 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 Manager

CONTRACTOR: MVP PLAYGROUNDS LLC

By: _____
Mark Lang, Owner

(CORPORATE SEAL)

Attest: Madeline Schneider

Address for giving notices:

1153 Bergen Parkway, Suite I-112
Evergreen, CO
80439

Attention: Owner

6-2-1 Fee Proposal

MVP Playgrounds, LLC

1153 Bergen Pkwy Ste I-112
Evergreen, CO 80439
(303) 645-4213
office@mvpplaygrounds.com
www.mvpplaygrounds.com

Estimate

ADDRESS	SHIP TO	SHIP VIA	our truck	ESTIMATE	2026-4599
City of Louisville Louisville, CO 80027	City of Louisville Memory Square Park 801 Grant Ave Louisville, CO 80027	TRACKING#	Memory Square Park	DATE EXPIRATION DATE	02/16/2026 05/20/2025

DESCRIPTION	QTY	RATE	AMOUNT
Demo and removal of existing playground equipment: 2-bay swing set, a large composite structure with portions for ages 2-5 and 5-12, a smaller composite freestanding structure for ages 5-12. Excavation and removal 4938 sqft of existing EWF. Dr33562ill and install 5 dry wells.	1	33,562.00	33,562.00
Sugarberry Structure, 5-12 age group	1	99,283.00	99,283.00
Gray Beech structure, 2-5 age group	1	31,558.00	31,558.00
Starship Orbiter color TBD	1	6,416.00	6,416.00
8 Foot High Elite Arch Post Swing-2 Bays	1	3,500.00	3,500.00
Peak Climber	1	5,338.00	5,338.00
Charlie Chomper Fun Bounce, 2-5 Year Old	1	1,258.00	1,258.00
Freight	1	6,765.00	6,765.00
Assembly and Installation of play equipment.	1	66,468.00	66,468.00
Engineered Wood Fiber Safety Surface, Weed Block Fabric 12" Deep for 4938 sq ft	1	14,155.00	14,155.00
Bonding - Performance, Labor and Material	1	12,250.00	12,250.00
Inspection/Audit	1	2,225.00	2,225.00
Temporary Fencing	1	3,200.00	3,200.00

Seller agrees to sell, and Customer agrees to buy, the Product described in this Estimate for the purchase price stated in this Estimate. This Estimate is subject to the Terms & Conditions of Sale attached hereto, which is a part of the Estimate and is incorporated herein by reference for all purposes of the parties' Agreement.

SUBTOTAL	285,978.00
TAX	0.00
TOTAL	**$285,978.00**

Accepted By

By placing your signature above, you warrant and represent that you are an authorized representative of and able to bind the Customer for which the signing, that Customer agrees to be bound by the Agreement, and Customer has made the requisite deposit.

Accepted Date

EXHIBIT A - DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

☒ NO KNOWN RELATIONSHIPS EXIST

☐ RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

MARK T. LANG
Printed or Typed Name

Managing Member
Title

Signature

2/10/2026
Date

6-3

Conditions and Specifications for Construction of:

PLAYGROUND IMPROVEMENTS

THE CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE CO, 80027

Prepared by:

City of Louisville

Issued: April 29, 2026

PROJECT DIRECTORY

PLAYGROUND IMPROVEMENTS

OWNER: City of Louisville
749 Main St
Louisville CO, 80027

CONTACTS: Primary Contact:
Bryon Weber, Project Manager
Tel: 303-335-4736
Email: bweber@louisvilleco.gov

Alternate for Memory Square Park:
Chris Davis, Parks Superintendent
Tel: 303-335-4774
Email: cdavis@louisvilleco.gov

Alternate for Recreation & Senior Center:
Kathy Martin, Recreation Superintendent
Tel: 303-335-4903
Email: kmartin@louisvilleco.gov

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DATE: *April 29, 2026*

PROJECT: *2026 PLAYGROUND IMPROVEMENTS*

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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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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.

1.9.1 **Contract Day** – ~~A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER observed holidays and Abnormal Weather days.~~ A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER observed holidays and Abnormal Weather days.

1.10 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 OWNER'S REPRESENTATIVE'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.

1.11 Contract Price - The moneys 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).

1.12 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 OWNER'S REPRESENTATIVE's written recommendation of final payment in accordance with paragraph 14.13.

1.13 CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14 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 OWNER'S REPRESENTATIVE'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).

1.15 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 OWNER'S REPRESENTATIVE and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16 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.

1.17 OWNER'S REPRESENTATIVE - The word "OWNER'S REPRESENTATIVE" refers to the City of Louisville, authorized representative, designated by the OWNER as its representative.

1.18 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.

1.19 Field Order - A written order issued by OWNER'S REPRESENTATIVE 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.

1.20 General Requirements - Sections of Division 1 of the Specifications.

1.21 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.

1.22 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.

1.23 Liens - Liens, charges, security interests or encumbrances upon real property or personal property.

1.24 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.

1.25 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.

1.26 Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to OWNER'S REPRESENTATIVE) 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.

1.27 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.

1.28 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.

1.29 PCBs - Polychlorinated biphenyls.

1.30 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.

1.31 Plans - The term plans as used in these Contract Documents shall have the same meaning as Drawings.

1.32 Product - Includes materials, equipment and systems.

1.33 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.

1.34 Provide - Furnish and install specified materials and equipment, unless the context requires otherwise.

1.35 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.

1.36 Resident Project Representative - The authorized representative of OWNER'S REPRESENTATIVE who may be assigned to the site or any part thereof.

1.37 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.

1.38 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.

1.39 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.

1.40 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.

1.41 Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER'S REPRESENTATIVE as evidenced by OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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.

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.

1.42 Supplementary Conditions - The part of the Contract Documents, which amends or supplements these General Conditions.

1.43 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.

1.44 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.

1.45 Unit Price Work - Work to be paid for on the basis of unit prices.

1.46 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.

1.47 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 OWNER'S REPRESENTATIVE, 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.

1.48 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-OWNER'S REPRESENTATIVE or non-technical rather than strictly construction-related aspects of the Contract Documents.

END ARTICLE 01

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 **Playground Improvements** is required on or prior to **date identified in the Supplementary Conditions.** 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 in the Supplementary Conditions.

2.3.1. Proposed Project Schedule:

See Supplementary Conditions.

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 OWNER'S REPRESENTATIVE any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE 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, processing Applications for Payment and maintaining required records.

Site Storage, Access & Parking

2.8 A right-of-way permit shall be obtained for any on-street storage/staging needed. Right-of-way permit does not reserve rights to parking of vehicles/equipment in areas otherwise available to public.

2.8.1 Provide ingress, egress to private drives and single access developments.

2.8.2 Contractor shall park equipment and/or vehicles (including employee vehicles) directly adjacent to City property. Parking shall not take place in front of private residences.

Initially Acceptable Schedules:

2.9 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and others as appropriate will be held to review the Application for Payment for acceptability to OWNER'S REPRESENTATIVE. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to OWNER'S REPRESENTATIVE as provided below. The progress schedule will be acceptable to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to OWNER'S REPRESENTATIVE as providing a workable arrangement for reviewing and processing the required submittals.

END ARTICLE 02

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 OWNER'S REPRESENTATIVE as provided in paragraph 9.4.

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

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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, OWNER'S REPRESENTATIVE or any of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE and specific written verification or adaption by OWNER'S REPRESENTATIVE.

END ARTICLE 03

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 BIDDER'S 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. BIDDER's 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. BIDDER's 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.

4.2.1 **Reports and Drawings:** 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:

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

Report dated **N/A** , **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 OWNER'S REPRESENTATIVE'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.

4.2.1.2 **Physical Conditions:** 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 OWNER'S REPRESENTATIVE in preparing the Contract Documents.

4.2.2 **Limited Reliance by CONTRACTOR authorized; Technical Data:** 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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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 CONTRACTOR's 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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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.

4.3 Physical Conditions - Underground Facilities:

4.3.1 **Shown or Indicated:** 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 OWNER'S REPRESENTATIVE by the owners of such Underground Facilities or by others.

4.3.1.1 OWNER and OWNER'S REPRESENTATIVE 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.

4.3.2 **Not Shown or Indicated:** 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 OWNER'S REPRESENTATIVE. 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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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.

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

~~OWNER shall provide survey reference points for the CONTRACTOR to locate 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 required will be at the CONTRACTOR'S expense. When the CONTRACTOR requires staking review, he shall notify the OWNER in a reasonable length of time in advance of starting work. 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' 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 all stakes. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes.~~

4.5 Asbestos, PCB's Petroleum, Hazardous Waste or Radioactive Material:

4.5.1 OWNER shall be responsible for any Asbestos, PCB's, 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 OWNER'S REPRESENTATIVE (and thereafter confirm such notice in writing). OWNER shall promptly consult with OWNER'S REPRESENTATIVE 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, PCB's, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

END ARTICLE 04

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 CONTRACT-OR'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.

5.3 Licensed Sureties and Insurers; Certificates of Insurance:

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, attention: CITY OWNER’S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 05

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 OWNER'S REPRESENTATIVE 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, or at night without OWNER's written consent given after prior written notice to PROJECT MANAGER. 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 5 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGER and PROJECT MANAGER'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 PROJECT MANAGER and PROJECT MANAGER'S authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00

DESCRIPTION	HOURLY RATE
Operations Supervisor	$45.00
Operations Technician	$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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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.

6.7 Substitutes and "Or-Equal" Items:

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 OWNER'S REPRESENTATIVE under the following circumstances:

6.7.1.1 **"Or-Equal"**: If in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE as an "or-equal" item, in which case review and approval of the proposed item may, in OWNER'S REPRESENTATIVE's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2 **Substitute Items:** If in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will include the following as supplemented in the General Requirements and as OWNER'S REPRESENTATIVE may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by OWNER'S REPRESENTATIVE from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute items of material or equipment, CONTRACTOR shall first make written application to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in evaluating the proposed substitute. OWNER'S REPRESENTATIVE may require CONTRACTOR to furnish additional data about the proposed substitute.

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

6.7.2 **Substitute Construction Methods or Procedures:** 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 OWNER'S REPRESENTATIVE. CONTRACTOR shall submit sufficient information to allow OWNER'S REPRESENTATIVE, in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE will be similar to that provided in subparagraph 6.7.1.2.

6.7.3 **OWNER'S REPRESENTATIVE's Evaluation**: OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE will record time required by OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE's Consultants for evaluating each such proposed substitute item.

6.8 Concerning Subcontractors, Suppliers and Others:

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER'S or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE. 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.

6.9.1 CONTRACTOR shall be fully responsible to OWNER and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or OWNER'S REPRESENTATIVE 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.

6.9.2 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 OWNER'S REPRESENTATIVE through CONTRACTOR.

6.10 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.

6.11 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 OWNER'S REPRESENTATIVE.

Patent Fees and Royalties:

6.12 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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:

6.13 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.

6.13.1 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.

6.13.2 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.

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.

6.13.3 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. Right of Way Permit fee is waived for this project.

6.13.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations:

6.14.1 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 OWNER'S REPRESENTATIVE shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 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:

6.15 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:

6.16 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17 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.

6.18 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:

6.19 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 OWNER'S REPRESENTATIVE for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to OWNER'S REPRESENTATIVE for OWNER.

Safety and Protection:

6.20 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:

6.20.1 all persons on the Work site or who may be affected by the Work:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 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.

6.20.4 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 OWNER'S REPRESENTATIVE 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:

6.21 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:

6.22 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:

6.23 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 OWNER'S REPRESENTATIVE, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER'S REPRESENTATIVE 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.

6.24 Shop Drawings and Samples:

6.24.1 After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at OWNER'S REPRESENTATIVES 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 OWNER'S REPRESENTATIVE the materials and equipment CONTRACTOR proposes to provide and to enable OWNER'S REPRESENTATIVE to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may require to enable OWNER'S REPRESENTATIVE to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.26 Submittal Procedures:

6.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3 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.

6.25.2 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.

6.25.3 At the time of each submission, CONTRACTOR shall give OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for review and approval of each such variation.

6.26 OWNER'S REPRESENTATIVE will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by OWNER'S REPRESENTATIVE as required by paragraph 2.8. OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE on previous submittals.

6.27 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's attention to each such variation at the time of submission as required by paragraph 6.25.3 and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by OWNER'S REPRESENTATIVE as required by paragraph 2.8, any related Work performed prior to OWNER'S REPRESENTATIVE's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 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.

6.30 CONTRACTOR's General Warranty and Guarantee:

6.30.1 CONTRACTOR warrants and guarantees to OWNER, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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:

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

6.30.1.2 normal wear and tear under normal usage.

6.30.2 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:

6.30.2.1 observations by OWNER'S REPRESENTATIVE;

6.30.2.2 recommendation of any progress or final payment by OWNER'S REPRESENTATIVE;

6.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5 any acceptance by OWNER or any failure to do so;

6.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by OWNER'S REPRESENTATIVE pursuant to paragraph 14.13;

6.30.2.7 any inspection, test or approval by others; or

6.30.2.8 any correction of **defective** Work by OWNER.

6.30.3 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 OWNER'S REPRESENTATIVE 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.

6.31 Indemnification:

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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.

6.32 In any and all claims against OWNER or OWNER'S REPRESENTATIVE 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 6.31 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:

6.33 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.

END ARTICLE 06

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of OWNER'S

REPRESENTATIVEs, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for any delay, disruption, interference or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or OWNER'S REPRESENTATIVE for activities that are their respective responsibilities.

END ARTICLE 07

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE.

8.2 In case of termination of the employment of OWNER'S REPRESENTATIVE, OWNER shall appoint an OWNER'S REPRESENTATIVE whose status under the Contract Documents shall be that of the former OWNER'S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 08

ARTICLE 9 - OWNER'S REPRESENTATIVE'S STATUS DURING CONSTRUCTION

OWNER's Representative:

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

Visits to Site:

9.2 OWNER'S REPRESENTATIVE will make visits to the site at intervals appropriate to the various stages of construction as OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. OWNER'S REPRESENTATIVE will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. OWNER'S REPRESENTATIVE'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 on-site observations, OWNER'S REPRESENTATIVE will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. OWNER'S REPRESENTATIVE's visits and on-site observations are subject to all the limitations on OWNER'S REPRESENTATIVE's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of OWNER'S REPRESENTATIVE's on-site visits or observations of CONTRACTOR's Work OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will furnish a Resident Project Representative, assistants and other field staff to assist OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's Agent and will act as directed by and under the supervision of OWNER'S REPRESENTATIVE, and will confer with OWNER'S REPRESENTATIVE regarding his actions. His dealings in matters pertaining to the on-site Work will

in general be with OWNER'S REPRESENTATIVE and CONTRACTOR keeping the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist OWNER'S REPRESENTATIVE in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

Assist in obtaining from OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's review, and notify OWNER'S REPRESENTATIVE of their availability for examination.

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

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

Conduct on-site observations of the Work in progress to assist OWNER'S REPRESENTATIVE in determining that the Work is proceeding in accordance with the Contract Documents.

Report to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Interpretation of Contract Documents:

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

Modifications:

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

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, OWNER'S REPRESENTATIVE'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 CONTRACTOR's, subcontractors and major suppliers of equipment and materials.

Reports:

Furnish OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE Change Orders, Work Directive Changes, and Field Orders.

Report immediately to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE for review and forwarding to OWNER prior to final payment of the Work.

Completion:

Before OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Exceed limitations of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE.

Clarifications and Interpretations:

9.4 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will have authority to disapprove or reject Work which OWNER'S REPRESENTATIVE believes to be **defective**, or that OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with OWNER'S REPRESENTATIVE's authority as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with OWNER'S REPRESENTATIVE's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

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

Decisions on Disputes:

9.11 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and the other party within thirty days after the start of such occurrence or event unless OWNER'S REPRESENTATIVE allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute of other matter. The opposing party shall submit any response to OWNER'S REPRESENTATIVE and the claimant within thirty days after receipt of the claimant's last submittal (unless OWNER'S REPRESENTATIVE allows additional time). OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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.

9.13 Limitations on OWNER'S REPRESENTATIVE's Authority and Responsibilities:

9.13.1 Neither OWNER'S REPRESENTATIVE's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall create, impose or give rise to any duty owned by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's Consultants, Resident Project Representative and Assistants.

END ARTICLE 09

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 OWNER'S REPRESENTATIVE (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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 10

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 ad 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 and 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 1991 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVEs, 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVEs, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9 Unit Price Work:

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 OWNER'S REPRESENTATIVE 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; and

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.

END ARTICLE 11

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 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. 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.

12.4.1 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.

12.4.2 The OWNER and CONTRACTOR are both aware that construction will be conducted outdoors and that variable weather conditions are typical for the site of the work.

12.4.3 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.

12.4.4 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. 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.

2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.

3) 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.

END ARTICLE 12

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 **Notice of Defects:** Prompt notice of all **defective** Work of which OWNER or OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE timely notice of CONTRACTOR's intention to cover the same and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for OWNER'S REPRESENTATIVE's observation and replaced at CONTRACTOR's expense.

13.9 If OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be observed by OWNER'S REPRESENTATIVE or inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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).

Failure or neglect on the part of the PROJECT MANAGER 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 PROJECT MANAGER, work done without lines, grade and/or cross section stakes and grades shown on the Plans or as given by the PROJECT MANAGER, 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.

13.12 Correction Period:

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 it 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 OWNER'S REPRESENTATIVE's recommendation of final payment, also OWNER'S REPRESENTATIVE) 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 OWNER'S REPRESENTATIVE as to reasonableness). If any such acceptance occurs prior to OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE to correct **defective** Work or to remove and replace rejected Work as required by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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.

END ARTICLE 13

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's recommendation of any payment requested in an Application for Payment will constitute a representation by OWNER'S REPRESENTATIVE to OWNER, based on OWNER'S REPRESENTATIVE's on-site observations of the executed Work as an experienced and qualified design professional and on OWNER'S REPRESENTATIVE's review of the Application for Payment and the

accompanying data and schedules, that to the best of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's responsibility to observe the Work.

However, by recommending any such payment OWNER'S REPRESENTATIVE will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's recommendation of any payment, including final payment, shall not mean that OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may refuse to recommend the whole or any part of any payment if, in OWNER'S REPRESENTATIVE's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER'S REPRESENTATIVE issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Work to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Work substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE as to any provisions of the certificate or attached list. If, after considering such objections, OWNER'S REPRESENTATIVE concludes that the Work is not substantially complete, OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing prior to OWNER'S REPRESENTATIVE's issuing the definitive certificate of Substantial Completion. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, 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, CONTRAC-

TOR will certify to OWNER and OWNER'S REPRESENTATIVE that such part of the Work is substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and OWNER'S REPRESENTATIVE in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of that part of the Work to determine its status of completion. If OWNER'S REPRESENTATIVE does not consider that part of the Work to be substantially complete, OWNER'S REPRESENTATIVE will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE 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 land access thereto.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's observation of the Work during construction and final inspection, and OWNER'S REPRESENTATIVE's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, OWNER'S REPRESENTATIVE will, within ten days after receipt of the final Application for Payment, indicate in writing OWNER'S REPRESENTATIVE's recommendation of payment and present the Application to OWNER for payment. At the same time OWNER'S REPRESENTATIVE will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 14

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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE as to their reasonableness and when so approved by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and provided OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 15

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVEs, 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.

END ARTICLE 16

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-2 PRELIMINARY MATTERS

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

- Proposed Project Schedule:

  City Council Meeting ..... May 19
  Notice of Award ..... May 20
  Notice to Proceed, Bonds, Insurance, etc. ..... May 20
  Construction Start. .....August 10
  Construction/Installation - Substantial Completion..... September 25
  Final Project Completion ..... October 2, 2026

- No work shall be performed on the following dates and timeframes:

  - Prior to August 10th
  - 5pm September 4th through 8am September 8th

B. Add the following language to Section 2.8 of Article 2 of the General Conditions:

- All parking and access must utilize the south parking lot, not preventing access to the EV charging and associated parking spaces.
- Contractor should work with City staff to identify parking and storage requirements.
- Contractor shall not park equipment and employee vehicles on abutting streets or unpaved surfaces.

SECTION 01 00 20

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 PROJECT NAME: 2026 Playground Improvements

1.1.2 PROJECT NUMBER: 26-630048

PROJECT LOCATION: Memory Square Park, Recreation & Senior Center - Louisville, Colorado

1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work varies at each park location.

At the Recreation & Senior Center the work consists of the demolition of identified playground equipment, EWF safety surfacing, upper layer of PIP safety surfacing (no removal of concrete base), identified concrete band for interior landscape bed, and salvage of site furnishings. Installation will include playground equipment, safety surfacing (EWF and PIP) and reinstallation of salvaged site furnishings per plans and specifications including all work appurtenant thereto, within the park as shown in the City of Louisville, Colorado.

At Memory Square Park the work consists of the demolition of identified playground equipment and safety surfacing (EWF) followed by the installation of drainage piping and drywells, playground equipment and safety surfacing (EWF) per plans and specifications including all work appurtenant thereto, within the park as shown in the City of Louisville, Colorado.

1.1.5 EXHIBIT A – OVERVIEW OF PROJECT AREAS

Memory Square Park (801 Grant Ave Louisville, CO 80027)



Recreation & Senior Center (900 Via Appia Way Louisville, CO 80027)



PLAYGROUND IMPROVEMENTS

SECTION 01 00 30

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. The Project Manager 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 the City's Project Manager 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 the Owner or Contractor may claim for a Contract Price adjustment.

D. The Owner 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 CONCTRACT 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 the Engineer may deem necessary. Scales shall be furnished by the Contractor or the 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 scales' accuracy will not be measured and paid for separately, but shall be included in the work.

The 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 the 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 the 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 01 00 40

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

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

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

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

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

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 01 00 50

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, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by the 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 tan 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 in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site of 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 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 the 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 the ENGINEER, the 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. The 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: The Contractor shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by the Engineer review of submittals, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission, and the Engineer has taken no written exception to the specific deviation. The

Contractor shall not be relieved from responsibility for errors or omissions in submittals by the 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 the Contractor's approval will not be processed by the Engineer, but will be returned to the Contractor for his compliance with Contract Document requirements, in which event it shall be deemed that the Contractor has not complied with requirements of the Contract Documents, and the 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 the Engineer. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to the Project Manager 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, sub Contractors, 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 form other submittals. Show evidence of Contractor's review by clearly exhibiting check marks and stamped approval marking acceptance, and provide space for the 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 the Contractor's Project Superintendent to the 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 the Engineer four (4) blueline or blackline 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 the 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 Engineers action stamp. The 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 the Engineers 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, the OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS (Not Used)

(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 the Contractor from providing submittals if required by individual specification sections.

General Requirements		
Section	**Title**	**Submittals Required**
01 00 60	Testing and Inspections	Concrete Inspection
01 00 80	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**
02 40 00	Concrete	Mix Design, Color
02 60 00	Traffic Control	Diagrams by phase
02 50 00	Asphalt	As needed for repairs
03 84 00	Irrigation	Pipe, Glue, Wire, Heads, Nozzles, Valves if needed
32 18 40	Pour in Place	Source, Size, Color Chip
Drawings	Engineered Wood Fiber	Source (1 gallon Sample)
32 92 19	Seed	Seed mix
32 93 13	Groundcover	Fabric, Bed Materials (1 gallon Samples)

- END OF SECTION -

SECTION 01 00 60
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 the 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 the 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 the Engineers 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 01 00 40.

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 the OWNER and ENGINEER.

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

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

1.5.2 **CODE COMPLIANCE TESTS AND INSPECTION:** Paid for by the Contractor**.**

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

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

1.5.5 **RE-TESTING**: Paid for by the 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 the 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. The Owner and the 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 the 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 the 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):	1 each test/soil type
	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 D 1556, D2167, or D2922, Field Moisture	
	Tests - ASTM D3017:	
	Subgrade:	One/500 sf
	Fill, Bldg and Paved Areas:	One/500 sf per lift
	Backfill:	One/250 sf/2 ft vert.
	Site and Misc. Fills:	One/500 sf/1 ft vert.

Section	Description of Test or Inspection	Test Qty/Interval
Utilities	Bedding material (Laboratory):	
	Particle Size Analysis -	
	ASTM D422	1/soil type
	Backfill Material (Laboratory):	
	Moisture/Density Relation -	
	ASTM D698 or D1557	1/soil type
	Field Density Tests - ASTM D1556, D2167, or D2922; Field Moisture	
	Tests - ASTM D3017:	One/150 lf @ trench bottom at 2 ft. vert intervals, and at top
Paving	Asphalt Content - ASTM D 2172; Asphalt Gradation - ASTM in C136; Bulk specific gravity - ASTM D1188; AASHTO T 166;	
	Marshall Test - ASTM D 1559:	
		One each/500 tons, min 2/day
Concrete	Concrete Quality:	
	Fresh Concrete - ASTM C172	One each/50 C.Y. or
	Compressive Strength - ASTM C39	major fraction thereof;
	Unit Weight - ASTM C138	min 1/pour
	Slump - ASTM C143;	
	Air Content - ASTM C173 or C231:	
	Hardened Concrete (failings only) ASTM C42, C803, C805, or load tests:	One each/truck As determined by Engineer

- END OF SECTION -

SECTION 01 00 70
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. **PROJECT MANAGER 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. The 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 the 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. The CONTRACTOR shall at his/her own expense clean up and removed 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 the ENGINEER, the work may be done by the OWNER and the cost thereof be charged to the 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 the 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 the OWNER and the cost thereof be charged to the 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 the 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 01 00 80
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 close-out 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 close-out 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 (blueline or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially form 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 of 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, identity, 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.

- END OF SECTION -

SECTION 02 40 00

CONCRETE AND CONCRETE REPLACEMENT

1.0 SCOPE OF WORK

A. The work shall consist of, but not be limited to, removal and replacement of the following: sidewalk, vertical curb and gutter, curb walk, 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 T-26. 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 C 260. 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 C 231 or ASTM C 173.

FINE AGGREGATE

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

	Maximum Percent by Weight
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:

Material finer than 200 mesh sieve	3% by weight
Shale	1% by weight
Coal and lignite	1/4% by weight
Clay lumps	1% by weight
Other deleterious substances	2% by weight

The sum of the percentages of the above deleterious substances shall not exceed five per cent (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:

	Percent by Weight
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:

Material finer than 200 mesh sieve	1% by weight
Coal and lignite	1/4% by weight
Clay lumps	1/4% by weight
Soft fragments	3% by weight
Other deleterious substances	2% by weight

The sum of the percentages of the above deleterious substances shall not exceed five per cent (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 T-96 or show a sodium sulfate loss not to exceed 12 percent (12%) when tested in accordance with AASHTO T-104. The wear and soundness requirements may be waived, or modified, by the 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 the 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 C 39. 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 the Contractor's expense.

CONCRETE CROSSPANS

Regarding repair of crosspans, only one half of a crosspan shall be closed to traffic at anytime unless secondary access is available to the streets and businesses impacted or unless otherwise approved by the engineer. **When individual panels or when one half of a**

crosspan is constructed, contractor shall provide high early strength concrete at no additional compensation.

HIGH EARLY MIX

CONCRETE MIX PROPORTIONS:

	ASTM	Varies	Cubic Yard	Units	
Cement	C-150		705	lbs	
Sand	C-33		1210	lbs	
#57/67 Agg.	C-33		1770	lbs	
AEA	C-260	0 to 8 oz/cy	4.5	oz	
MRWR	C-494	0 to 10 oz/cwt	50.0	oz	
HRWR	C-494	0 to 10 oz/cwt	7.0	oz	
Hyd Stab.	C-494	0 to 9 oz/cwt	0.0	oz	
Water	C-94		266.6	lbs	32 Gal.

PHYSICAL PROPERTIES OF MIX	**TARGET**
Slump	5.00-800”
Air content	4.5-7.5%
Unit Weight	143.30
Water/Cement Ratio	.40 Max
Yield	27

4.0 EXECUTION

CONCRETE REMOVAL

The 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 the Engineer shall be at the Contractor's expense. The minimum length of replacement concrete shall be 5 feet on vertical curb and gutter and curbwalk 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. The Contractor shall maintain a straight, true break line. The Contractor shall be responsible for removal and replacement of all over break. The 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 the 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. The Contractor shall tie back hedges, evergreens or other landscaping.

Contractor shall not remove asphalt adjacent to concrete unless approved by the 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 the 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, the Contractor shall schedule arrangements of construction with the resident.

The Contractor shall properly dispose of broken concrete, unusable materials and surplus excavated materials due to concrete replacement off site 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 the Engineer. The 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 T 180.

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 T 99 or T 180.

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.

	AASHTO T 99	AASHTO T 180
Soil Classification (AASHTO M 145)	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 the Owner. Any and all retesting of soil to achieve required passing test results necessitated by the Contractors operations or inability to obtain specified results on the first attempt shall be the sole responsibility and cost of the 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

The 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 the Contractor.

SUBGRADE PREPARATION AND FILL

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

BACKFILL AND LANDSCAPE RESTORATION

PLAYGROUND IMPROVEMENTS

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 the condition that existing prior to the construction.

Should the Contractor fail to backfill and restore landscaping within ten (10) days after receiving written notice from the Engineer, the Owner may backfill and restore landscaping at the Contractor's expense.

The landscaped area to be restored shall be 18" wide or as determined by the Engineer. The Contractor shall clean the area of all debris (i.e. 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.).

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 re-sodding.

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

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

Re-sodding shall be completed with sod of high quality and shall not be dried out or dying when placed. Re-sodding shall be rolled and thoroughly watered once by the Contractor. The 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 the 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 the Contractor and is incidental and shall be merged into the pay items shown in the Schedule of Unit Prices.

Upon removal of the forms, the 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 of concrete placement and continue as construction progresses unless otherwise directed by the Engineer.

READY-MIXED CONCRETE

All concrete shall be ready-mixed in accordance with ASTM C 94 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 (l 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.

The Contractor shall collect delivery or batch tickets from the ready-mix driver for all concrete used on the project and submit them to the 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 and 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 the Engineer.

The concrete temperature shall be between 50 degrees F and 90 degrees 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, the Engineer will require the concrete to be removed and replaced at the 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 the Engineer. Delays in excess of 30 minutes shall require removal and replacement of that pour, at the 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 C 143. **NO WATER MAY BE ADDED AT THE JOB SITE WITHOUT THE PERMISSION OF THE 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 the Engineer. Any expense incurred, in excess of ordinary tests, in such testing will be borne by the Contractor.

PUMPING CONCRETE

Pumping of concrete shall be permitted.

SAMPLING

1) AGGREGATE: The Contractor shall, before starting concrete work, furnish representative samples of concrete aggregate proposed for use to a testing laboratory designated by the Engineer and sampled in accordance with ASTM D 75.

2) CONCRETE: Concrete shall be sampled in accordance with ASTM C 172, "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 the 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 the Owner's Representative at the expense of the 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 the Owner's Representative. The remaining cylinder will be broken only when the previous test reports indicate unsatisfactory results. The 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 **4,500 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 the Engineer will determine as to whether the concrete shall remain in place or be removed in accordance with the following procedures:

a. The CONTRACTOR shall, at his expense, remove and replace the concrete in the area determined by the Engineer with new concrete meeting the thickness requirements. Subgrade shall be lowered as necessary to meet full thickness requirements.

b. The 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, the 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 the 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 the Engineer. Expansion joints shall be installed at existing joints, structures, PCR's, every 100 feet, and as shown on the plans or as directed by the 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 (± 1/4") and perpendicular (± 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 path 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 the 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 the 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 the Engineer to designate a water service or sanitary service, respectively, The letters shall be 3 inches long by ½ 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 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 NON PIGMENTED CONCRETE

Clear pigmented, Liquid, Membrane-forming compounds shall conform to ASTM C-309, 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 degrees F, the 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 degrees F., but not more than 150 degrees 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 the 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 the Engineer, to retain all heat possible in the concrete mix.

After the concrete has been placed, the 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 the Engineer, the protection provided is inadequate, concreting shall cease until conditions or procedures are satisfactory to the 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, the 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 the Contractor at his expense.

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

REPAIRS

If after stripping of forms any concrete is found to be not formed as shown on the plans, or 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 the 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-gutter, and crosspans shall not be opened to vehicular traffic for at least seven (7) days after placement. The Contractor shall provide and maintain suitable barricades to comply with foregoing requirements.

The Contractor, with approval of the Engineer may use high early for ramp drives. There will be no additional payment to the 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, the Contractor shall immediately notify the Engineer prior to the disturbance of any of the roots. The Engineer shall then make a determination regarding removal. In the locations where trees roots are anticipated, the 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 the 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 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) percent (2). Concrete mix design shall be as follows:

MIX PROPORTIONS:

		(Per Cubic Yard of Concrete)
Cement	ASTM C-150	564 lbs.
Sand	ASTM C-33	1075 lbs.
Size #57 Agg.	ASTM C-33	1100 lbs
Size #4 Agg.	ASTM C-33	900 lbs.
AEA	ASTM C-260	6.2 oz.
Water	ASTM C-94	275 lbs. (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 D-156 and C-309. 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 NOTIFICATION

At least 48 hours prior to the start of construction at each location, the Contractor shall notify in writing the residents or businesses adjacent to the work. The notification shall 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 the Engineer prior to distribution.**

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 re-installation of bus stop signs.

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 the 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, top soil, 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.

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

No payment will be made for any removal beyond the limits marked by the Engineer. Payment for concrete shall include the cost of fibermesh reinforcement at crosspans, 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 the 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 on to 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 (Items 4 through 33) 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 for EROSION CONTROL shall be made on a lump sum basis and shall be full compensation to 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 saw cutting, removal, loading, and haul of existing crusher fines and landscape fabric to a disposal site. The work shall also include removal, loading, haul and disposal of existing base course sub base and other miscellaneous material to the depth of final finished subgrade. The work shall include subgrade preparation to a minimum depth of 12” as specified on the drawings or in the specifications and recompacted in accordance with the city of Louisville Construction Standards, unless otherwise noted. Existing asphalt shall become the property of the Contractor.

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.

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 provide 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 will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item.

NEW 6” CONCRETE

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of subgrade material, excavation, concrete removal, subgrade preparation, load, haul, disposal, compaction, backfill, grading, concrete, admixtures, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 6” CONCRETE to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

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

NEW 8” 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, subgrade preparation, load, haul, disposal, compaction, furnish and install fill material, backfill, grading, concrete, admixtures, fibermesh, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 8” CONCRETE WITH FIBERMESH to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for NEW 8” CONCRETE WITH FIBERMESH will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item.

NEW 30’’ VERTICAL CURB AND GUTTER

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of subgrade material, excavation, concrete removal, subgrade preparation, load, haul, disposal, compaction, furnish and install fill material, backfill, grading, concrete, admixtures, fibermesh, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 30’’ VERTICAL CURB AND GUTTER to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for NEW 30’’ VERTICAL CURB AND GUTTER will be made on a field measured lineal foot basis and shall be full compensation for all work necessary to complete the item.

REMOVE 30” CURB AND GUTTER

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 provide REMOVE 30” CURB AND GUTTER to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for REMOVE 30” CURB AND GUTTER will be made on a field measured lineal foot basis and shall be full compensation for all work necessary to complete the item.

END OF SECTION 02 40 00

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Demolition, removal, salvage and disposal of existing site features, fences, structures and materials where indicated on the drawings and as specified in this section.

B. Demolition and removal of concrete foundations, sidewalks, concrete and asphaltic paving

1.2 RELATED SECTIONS

A. Section 01 50 00 - Temporary Construction Facilities

B. Section 31 00 00 - Earthwork

C. Section 32 92 11 - Seeding

1.3 SUBMITTALS

A. Permits and Certificates.

1. Permits and notices authorizing building demolition.

2. Certificates of severance of utility service.

3. Permit for transport and disposal of debris.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division One specifications.

B. Accurately record actual locations of capped utilities and subsurface obstructions.

1.5 REGULATORY REQUIREMENTS

A. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control, and disposal.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Do not close or obstruct roadways, sidewalks, or hydrants without written permission from Owner.

E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

1.6 SCHEDULING

A. Schedule and submit under provisions of Division One specifications.

B. Provide detailed descriptions for demolition and removal procedures.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Fill Material: Use on site fill material under provisions of Section 31 00 00.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify areas to be demolished are unoccupied and discontinued in use.

B. Do not commence work until conditions are acceptable to Engineer.

3.2 PREPARATION

A. Provide, erect, and maintain temporary barriers, enclosures, security fences and shoring at demolition locations in accordance with Division One and other related specifications to protect personnel.

B. Protect existing structures and utilities which are not to be demolished.

C. Provide temporary wiring and connections to maintain existing telephone, electrical, instrumentation and control systems in service during construction.

D. Protect designated trees and plants from damage.

E. Mark location of existing utilities.

3.3 GENERAL REQUIREMENTS

A. Sprinkle Work with water to minimize dust where applicable. Provide hoses and water connections for this purpose.

B. Do not use water to extent causing flooding, contaminated runoff, or icing.

C. Remove demolished material from the site.

D. Repair damage to adjacent structures.

E. Remove existing exposed piping and electrical wiring and conduit to be abandoned to structural surface, cut flush, and finish to match existing surfaces.

F. Remove buried piping, wiring, and conduit to be abandoned as required for the Work. Plug the remainder flush.

3.4 DISPOSAL

A. Do not store or burn waste materials on-site.

B. Transport demolition debris to designated off-site disposal area.

3.5 SITE DEMOLITION

A. Disconnect, remove, cap and identify designated utilities within demolition area.

B. Remove asphalt paving, parkway, curb, gutter, sidewalk and other concrete work to facilitate construction. Remove concrete to nearest joint beyond demolition area.

C. Remove and dispose of all existing site fencing

D. Remove storm sewer items where shown on the drawings.

E. Backfill areas excavated caused as a result of demolition, in accordance with Section 31 00 00.

F. Rough grade and compact areas affected by demolition to maintain site grades and contours as shown on drawings.

G. Remove demolished materials from site.

H. Do not burn or bury materials on site, unless otherwise directed by Owner. Leave site in clean condition.

3.6 ELECTRICAL DEMOLITION

A. General:

1. Remove, relocate and extend existing installation to accommodate new construction.

B. Existing electrical service:

1. Work by Public Service Company

a. Remove and relocate light poles as detailed on the electrical plans and specifications.

2. Work by Contractor:

   a. Provide standby power conduit and cables for temporary use during construction. Completely remove temporary service after new permanent service is installed.

3.7 TREE REMOVAL

A. Use caution to prevent disturbances to the roots of existing trees that are to remain. Stumps of trees that are removed shall be ground to a depth of two feet below surface elevation, using caution to avoid damage to any utilities. Coordinate with landscape architect.

END OF SECTION 02 41 00

SECTION 02 60 00

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 2023 Concrete Replacement Project to complete the work.

This work consist 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 for Streets and Highways 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 for Streets and Highways, 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 CORRRECTED 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 the Contractor to notify the following agencies:

1. Police Department.....303-441-4444
2. Louisville Fire Protection District 303-666-8809
3. City of Louisville Operations and Maintenance Department 303-335-4750
4. AMR Ambulance Service 303-665-6623
5. Boulder Valley School District 303-447-1010
6. Boulder County Communications.....303-441-4444
7. Regional Transportation District 303-443-0100

In addition to the above agencies and organizations, the Contractor shall notify the Post Office and local Trash Companies.

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 the 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.

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 the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The 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.

The 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 the Engineer. The 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 the 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.

The 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 street light 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.

The Contractor shall not be allowed to begin operations, which require traffic control until the setup of traffic control devices is completed. Also, the 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 the 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 the Engineer by the 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 the 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 the Engineer.

The 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 the 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 the Engineer.

Lane widths in work zones shall be 12 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.

The 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

The Contractor shall maintain access to the parking lot at all times unless otherwise approved by the Engineer. During non working hours the Contractor shall maintain access to the roadways and driveways within the construction zone with temporary ramps.

Protection of Adjacent Property and Drives. The 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 the Engineer determines that the Contractor did not exercise reasonable care to protect the parking areas or street sections from unnecessary damage while accomplishing his work, the Contractor will be required to restore the damaged items to their original condition at his own expense. The 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 the 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 the Engineer and shall be suitably marked by the Contractor, prior to beginning work.

Should the 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

The Contractor shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. The Contractor shall also notify these persons in case of an emergency.

City of Louisville Public Works – Cameron Fowlkes 303-335-4609
City of Louisville Operations Division – 303-335-4750
City of Louisville Police Department – Boulder Dispatch 303-441-4444
City of Louisville Fire Department - Fire Marshall 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 the Engineer at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following:

The 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 the 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 The 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. The 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 form 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 retro reflectivity. 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 Delete Subsection 630.14, 630.15 and replace with the following:

4.2 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 the Contractor.

Traffic Control Supervisor will not be paid for separately, but shall be included in the work.

Preparation of the MHT will not be paid for separately but shall be included in the work.

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 02 60 00

SECTION 11 68 13

PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Playground Equipment

1.2 RELATED SECTIONS AND DOCUMENTS

A. Drawings and general provisions of the Construction Contract, and Division-01 Specification sections apply to work of this section.

B. Section 32 18 40: Poured in Place Rubberized Surfacing

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for each item of equipment required, for the engineered wood fiber (EWF) rubberized poured-in-place (PIP) or synthetic turf and associated drainage system. Provide manufacturer’s samples for review.

B. Play Equipment Product Data: Provide statement of accessibility from manufacturer, including the total number of play components as well as total number of accessible components. Provide both plan view and 3-dimensional views of equipment.

1.4 REFERENCES

A. Safety:
   1. American Society for Testing and Materials (ASTM) designation F1487 98(or current issue) “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.”
      a. U.S. Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety (Publication No. 325) (based on ASTM F 1487).
      b. CPSC Playground Surfacing Materials (Publication No. 325).
      c. CPSC Guidelines for Movable Soccer Goal Safety (Publication No.326).

1.5 QUALITY ASSURANCE

A. Place no PIP until all structures have been placed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All requests for substitutions must be submitted in writing with supporting documentation by or through the contractor to the Owner for evaluation and final approval.

B. Play Equipment:

1. Memory Square Park: Custom designed MVP play equipment. Contact MVP Playgrounds, Jose Martinez, 303-305-6266, jose@mvpplaygrounds.com

2. Recreation & Senior Center: Custom designed Playworld play equipment. Contact Star Playgrounds, Addie Berube, 303-889-9736, addie@starplaygrounds.com

2.2 DRAIN PIPE

A. Drainpipe shall be Polyvinylchloride (PVC) pipe, bell end, perforated to meet ASTM 2729.

PART 3 - EXECUTION

3.1 INSTALLER

A. Playground equipment and synthetic turf surfacing shall be installed only by person trained and certified by the manufacturer.

3.2 INSPECTION

A. Verify gradients and elevations of base. Verify compaction for all footings and subgrades. Beginning of installation means acceptance of existing conditions.

3.3 PREPARATION

A. Before geotextile fabric has been installed, locate each item of equipment accurately as indicated. Obtain field verification of location for each item from Owner's Representative before proceeding.

B. Existing Equipment: Sand and repaint with Valspar Vthane or equal. Color to be determined.

3.4 GENERAL

A. Fine grading: Fine grade all areas to prepare for installation. Remove all sticks, stones or clods over 1” in diameter and grade soil smoothly and evenly.

B. Drainage system and Geotextile Fabric: Place geotextile fabric, overlap all seams by 12” minimum. Sew or glue any overlapping seams together so monolithic surface is created. Attach fabric securely as shown on plans. Install drainage system and connect to storm drain as shown on plans.

C. Rubberized Surfacing: Depth per manufacturer’s recommendations for play equipment fall heights.

3.5 FIELD QUALITY CONTROL

A. All items must be protected from staining, cracking, chipping, vandalism, and other drainage during progress of the work and left in a first-class condition upon completion.

B. Regularly inspect and maintain ground surfaces to ensure continued compliance with ASTM F1951.

END OF SECTION 11 68 13

SECTION 32 18 40
POURED-IN-PLACE RESILIENT MATTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to this section.

1.2 SUMMARY

B. The Contractor shall supply all labor, materials and equipment necessary to furnish and install a synthetic, resilient material of gradated rubber granules and aromatic urethane binding agents mixed and poured-in-place on site, as required by the drawings and specifications.

1.3 RELATED SECTIONS

A. Division 31 – Earth Moving.

B. Division 11 – Playground Equipment and Structures.

1.4 QUALITY ASSURANCES

A. Qualifications/References: The Contractor or subcontractor must have proven successful experience in the construction installation of poured in place resilient matting within the last three (3) years. The Contractor or their subcontractor designated to perform this work, shall be required to submit three (3) references, 2 of which are in similar climates, for projects, which demonstrate successful experience with similar work. These projects must have been installed for a minimum of one (1) year. The installation must be completed by certified factory installers from the location of the manufacturer.

1.5 SUBMITTALS

A. Submittals: The Contractor shall submit two copies of the manufacturer's product data and installation details showing all dimensions, details, accessories and installation instructions.
   1. The Contractor shall submit the following samples to the Owner’s Representative within ten (10) days after the Notice to Proceed.
      a. Material Samples - samples of each color of resilient matting being poured on the project. The samples shall be submitted to the Owner’s Representative for approval upon request.
   2. The Contractor shall submit the following test reports to the Owner’s Representative within ten (10) days after the Notice to Proceed.
      a. Test Reports - A copy of manufacturer's test reports indicating compliance with the latest U.S. Consumer Product Safety Commission's Technical Guidelines for Public Playground Safety with regard to thickness of product beneath various equipment height ranges. IPEMA certification required – 1292-99 impact testing. In order to determine performance and longevity, the

following test reports shall be required and tested by a certified laboratory. The tests must certify that each material item has been tested for the following physical properties:

i. ASTM F-1292, Shock attenuation and HIC
ii. ASTM E-108, Flame Spread
iii. ASTM E-303, Skid Resistance
iv. ASTM D-412, Tensile Strength
v. ASTM D-6241/86, Tear Resistance
vi. Permeability
vii. Proof that the product has been manufactured for at least 5 years.
viii. Material safety data sheets.
ix. Copy of a list of recommended maintenance procedures.
x. Include fall heights and use zones for equipment and structures specified in Section 11 68 00 – Play Equipment and Structures.
xi. Coordinate with the critical heights for protective surfacing.

1.6 GUARANTEE AND REPLACEMENT

A. Warranty and Guarantee: The manufacturer shall guarantee all materials to be free from defects in workmanship and materials for a period of ten (10) years. Defects include edge raveling, resistance to mildew, bacterial growth, bubbling, delaminating, peeling, loss of integrity, color fading, shedding, cracking, shrinkage and poor UV stability, temporary yellowing or discoloration. The manufacturer must warrant the product to perform in accordance with specifications and against material breakdowns caused by failure of chemical bond under normal use.

1.7 DELIVERY, STORAGE, & HANDLING

A. Deliver, store and handle all resilient matting materials to prevent damage and deterioration. All damage, cuts, tears to bags, etc., resulting from improper handling will be the responsibility of the Contractor, and will be replaced at the Contractor's expense as deemed necessary by the Owner’s Representative. Store and protect as required in cold weather conditions.

PART 2 – PRODUCTS

2.1 RESILIENT MATTING MATERIAL

A. New resilient matting material shall be a seamless, poured-in-place, hand-troweled application. The surfacing system shall consist of a rubber SBR cushion layer and a top EPDM rubber granule wearing course. All rubber granules shall be bound together with a aromatic urethane binder. The entire system is poured over a compacted aggregate base course. The thickness of the layers shall be from manufacturers recommendations based on possible fall height.

1. The following manufacturer’s and products have been specified as those which are pre-approved and accepted as equal due to warranty, guarantee and materials required for maximum strength and durability.
   - “Playbound” by Surface America

- "GT Impax" by Gametime
- "Tot turf" by Robertson Industries, Inc.
- "Pebble Flex" by Landscape Structures
- "SpectraPour" by Spectra Turf Global Surfacing Systems
- "Surface Max" by Play & Park Structures

B. Materials

1. Aromatic Urethane Binder: Two component urethane. Binder shall contain no solvents, have a low odor, and ultra violet resistant.
2. Wearing Course: Ethylene-Propylene-Dien-Monomere (EPDM) pigmented synthetic rubber granules chipped and gradated to 1-3.5 mm in size. Strand or shredded rubber is not acceptable. Binder for the wearing course only shall be non-ambering and alaphatic.
3. Cushion Course: Styrene-Butadien-Rubber (SBR) processed rubber granules, cellular rubber granules and polyurethane binder. The entire surface system shall be permeable to water at approximately 0.5 gal/sec.
4. Colors: See plans for wearing course colors. Selection shall be made from the standard available colors. Cushion course shall be all black – no color. Wearing course colors shall be as specified herein. Owner's Representative has the right to reject the material on the basis of color or color mix inconsistency. Submit the following samples for approval:
   a. Color as specified on plans.
   b. Shop drawings required.
5. Concrete: Install per plans and details and per Section 32 13 00 Rigid Paving.

PART 3 – EXECUTION

3.1 RESILIENT MATTING MATERIAL

A. Subbase and Surface Preparation: The entire area is to be cleaned of all trees, stumps, vegetation and topsoil. Prepare the subbase by scarifying existing surface, raking and conforming to a consistent level below top of existing concrete edger, and then roll to a compacted state. The subbase shall be brought to required grades, stable, properly compacted and frost-free. Remove any existing soil, if too high, or fill and compact as needed. When fill is required it shall be placed in six-inch lifts and compacted to a density of 95% proctor. Spray play surface area with water to achieve 95% proctor.

1. See Section 31 00 00, Earthwork, for sub-base compaction requirements.

B. Slope: All play areas shall be sloped according to plans. All succeeding construction shall conform to the same slope.

C. Cushion Course: Contractor shall install thick cushion course (thickness as required by manufacturer to meet play equipment fall heights) over the concrete base. The total thickness shall be recommended per ASTM 1292-99.

1. The Contractor shall adhere to the following installation procedure:
   a. Determine manageable batch size.

b. Thoroughly mix ingredients by mechanical drum mixer to ensure all granules are coated. Rubber granules, binder and mixing additives must be mixed at least 2 minutes to ensure a complete coating of particles.
c. Establish reference points using screed strips to establish proper depth of Poured-in-Place cushion course. The cushion course shall be Poured-in-Place by means of screeding and hand troweled to maintain a seamless application.
d. Prior to placement of the cushion course, the Contractor shall prime the vertical edges of all existing concrete to ensure matting does not pull away from edges.
e. Allow the cushion course to cure completely before installing the top wearing course surface.

D. Top Wearing Course: The poured cap material shall be composed of EPDM granular rubber and polyurethane resin. The thickness of the poured cap material shall be determined by manufacturer but shall not be less than ½" thick. The wearing course shall be screed, troweled, and compacted onto the cushion course. To maintain a seamless application, the top-wearing course must be completed within one working day. All rubber shall remain consistent in gradation and size. Color tinted binder will not be allowed.

1. The wearing course must be compacted manually by using hand trowels and light rollers.
2. All mixing shall be done by means of the mixmatic M 1200 D. Rubber granules, polyurethane binder and mixing additives must be mixed at least 2 minutes to ensure a complete coating of the particles.
3. Edges of color areas shall be defined by neatly cut, smooth flowing curves and lines.

E. Curing Time: Curing time in between the cushion course and top wearing course shall be approximately 12 hours. Curing time before use must be at least 48 hours after completion of wearing surface.

F. Weather Limitations: The matting shall not be applied during adverse weather conditions, such as rain, sleet or snowstorms. Based on specific manufacturer's recommendations, resilient matting shall not be installed if temperature is below 50°F. Should any additional cold weather curing ingredients be needed, it shall be at the Contractor's expense.

G. Protection: The Contractor shall be responsible for the protection of the resilient matting during the installation process. The Contractor shall also be responsible for the protection of the surface during curing period following the completion of the installation. It is required that a temporary 6' high chain link security fence be installed around the perimeter of all the playgrounds from the start of construction through project final acceptance.

H. Any damages to the surfacing during this curing period shall be paid for at the Contractor's expense.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests.

B. Perform the following tests with the assistance of a factory-authorized service representative:
   1. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.

C. Playground protective surfacing will be considered defective if it does not pass tests.

D. Prepare test reports and deliver to Owner upon completion.

3.3 MAINTENANCE AND CLEANUP

A. Upon completion of work, the Contractor shall remove all containers and surplus materials leaving the site in a clean and orderly condition acceptable to the Owner’s Representative.

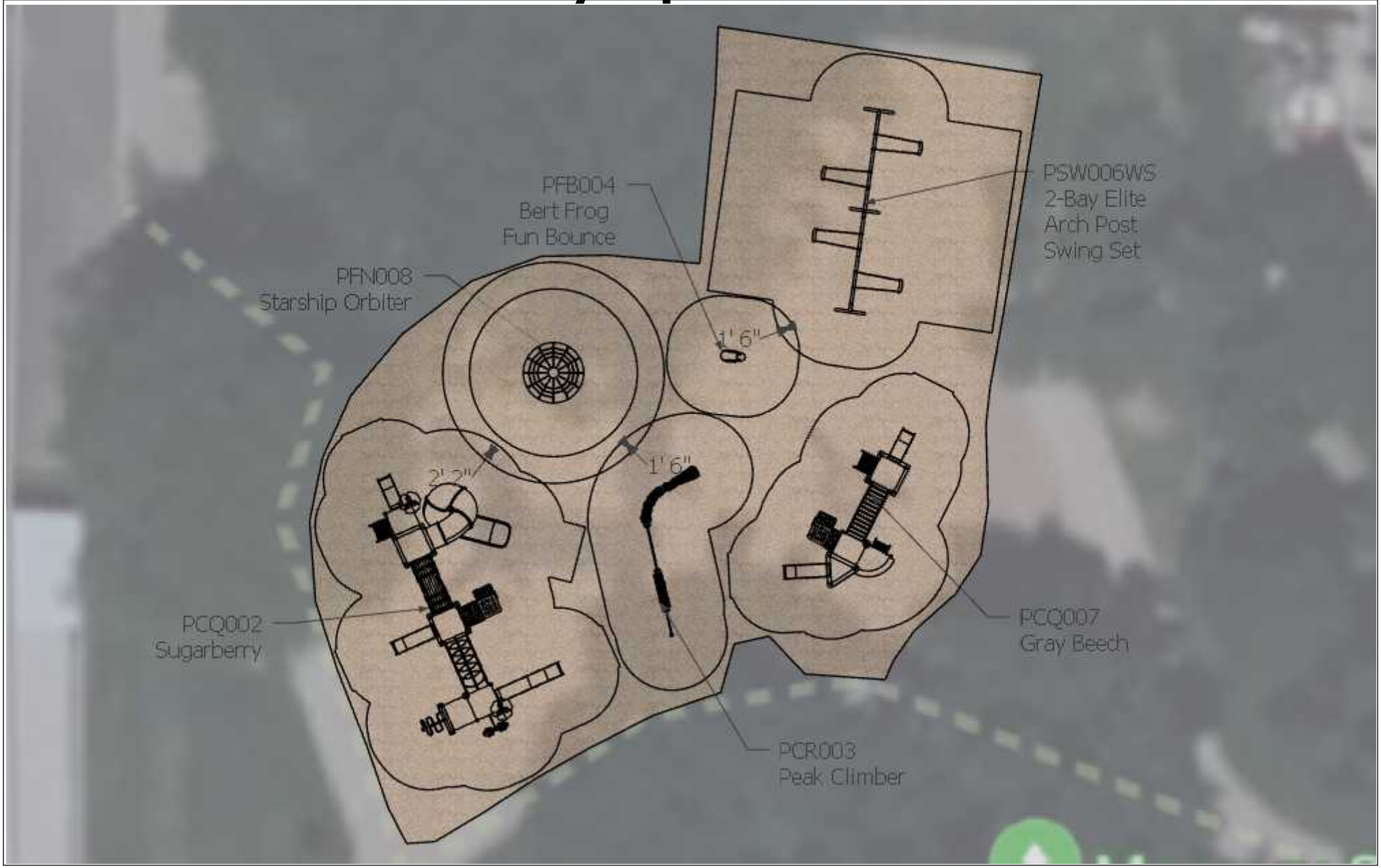
B. Contractor shall provide the Owner’s Representative with a certificate of satisfactory workmanship and warranty application to Surfacing Manufacturer.

C. Contractor shall supply the Owner’s Representative with surfacing maintenance guidelines at the completion of the project.

D. Contractor shall supply the Owner’s with two (2) extra fifty (50) pound bags of each identical wear surface color of EPDM granular rubber used for the project and a five (5) gallon pail of resin.

END OF SECTION 32 18 40

Memory Square Park



MVP PLAYGROUNDS

Perimeter: ~ 298 ft
Area: ~ 4475 ft²

NOTE: The use zone shown is the minimum additional space required to ensure ASTM compliance.

Created On: March 18, 2026

The information provided on this sheet is subject to change without notice.



Memory Square Park

City of Louisville
COLORADO • SINCE 1878

NOTICE OF AWARD

DATE

NAME
COMPANY

NAME

Please be advised that on _____ the City of Louisville, Colorado City Council awarded the **construction of playground replacements at _____** to your company in the amount of **_____** per your bid submitted _____.

In accordance with the Contract Documents, you are required to execute the Agreement and return a copy with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by _____.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

CITY OF LOUISVILLE, COLORADO

By: _____
Bryon Weber

Title: Project Manager – PROS

ACCEPTED BY:

By: _____
NAME

Title: TITLE

City of Louisville
COLORADO • SINCE 1878

PERFORMANCE BOND

_____, as Principal, hereinafter called the Contractor,

And _____, as Surety, with general offices in

_____
a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of _____

($_____) in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated _____, 2023, for _____ in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this bond shall be null and void; otherwise, the Surety shall promptly remedy the default, or shall promptly 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a Bid or Bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion plus liquidated damages additional costs pursuant to Section 12.2 of the General Conditions of the Contract less the balance of the contract price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount paid by the City to Contractor.

In addition, if the Contractor or a subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or subcontractor in performance of the Contract, or shall fail to duly pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in the amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-106, C.R.S.

City of Louisville
COLORADO • SINCE 1878

Performance Bond (Continued)

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract of Work to be performed thereunder or the specifications of the Contract Documents shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

SIGNED AND SEALED this_____day of _____, 2023.

_____	_____
(Contractor)	**(Surety Company)**
By: _____	Address: _____
(President)	
_____	By: _____
(Attest)	(Attorney-in-fact)

City of Louisville
COLORADO • SINCE 1878

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

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

(Firm) _____
(Address) _____
hereinafter referred to as "the Surety", are held and firmly bound unto the
CITY OF LOUISVILLE, 749 MAIN STREET, LOUISVILLE, COLORADO a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of
_____ Dollars
($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the performance of

_____

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

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-105, C.R.S.

City of Louisville
COLORADO • SINCE 1878

Labor and Material Payment Bond (Continued)

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

IN THE PRESENCE OF:

PRINCIPAL

_____

_____

PRINCIPAL:

BY: _____

_____

(Title)

(Corporate Seal)

Addresses:

_____

_____

_____

IN THE PRESENCE OF:

_____

_____

OTHER PARTNERS:

By: _____

By: _____

IN THE PRESENCE OF:

_____

_____

SURETY:

By: _____

(Attorney-in fact)

(Surety Seal)

Address:

_____

_____

NOTE: Date of Bond must not be prior to date of Agreement.
If Contractor is a Partnership, all partners must execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the state of Colorado and be acceptable to the Owner.

City of Louisville
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NOTICE TO PROCEED

DATE

NAME
COMPANY

You are hereby notified that the Contract Time under the above Contract will commence to run on _____. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within _____ **Contract Days** thereafter. The date of substantial completion of all Work is therefore _____.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Bryon Weber

Title: Project Manager – Parks, Recreation & Open Space

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

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CHANGE ORDER

CHANGE ORDER #: 02

DATED:

AGREEMENT DATE:

The following changes are hereby made to the Contract Documents:
Description: _____

			Unit S	$ COST
	TOTAL			

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	$ _____
Set change previous Change Orders No. 0 to 0	$ _____
Contract price prior to this Change Order	$ _____
Net adjustment resulting from this Change Order (+/-)	$ _____
Current contract price including this Change Order	$ _____

ADJUSTMENT TO CONTRACT TIME:

Original contract time (days or date)	_____
Net change previous Change Orders No. __ to __ (days)	_____
Contract time prior to this Change Order (days or date)	_____
Net Adjustment Resulting from this Change Order (days)	_____
Current contract time including this Change Order (days or date)	_____

The Contractor's signature below indicates acceptance of full settlement for the work described, both direct and indirect costs. Any claims for additional costs associated with this Change Order will not be considered.

Recommended:	Approved:	Accepted:
CITY OF LOUISVILLE, COLORADO	CITY OF LOUISVILLE, COLORADO	_____
PROJECT MANAGER	OWNER	CONTRACTOR
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

City of Louisville
COLORADO • SINCE 1878

FIELD ORDER

No._____

TO: _____

DATE ISSUED: _____

You are hereby directed and instructed to execute promptly minor variations in the Work by this Field Order as follows:

Attachments:

This form shall be used to authorize minor variations in the Work from the requirements of the Contract Documents, which do not include an adjustment in the Contract Price or the Contract Times.

CITY OF LOUISVILLE		**ACCEPTED BY CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

City of Louisville
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WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work that, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the contract Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE. Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once authorized by Engineer a copy will be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

City of Louisville
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WORK CHANGE DIRECTIVE

DIRECTIVE No. _____

DATE ISSUED: _____ EFFECTIVE DATE: _____

You are directed to proceed promptly with the following change(s):

Description:

_____
_____
_____

Purpose of Work Change Directive:

_____
_____
_____

Attachments (List documents supporting change):

_____
_____
_____

If a claim is made that the above change(s) have affected Contract Price of Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

____ Unit Prices
____ Lump Sum
____ Other _____
_____
_____

Method of determining change in Contract Times:

____ Contractor's Records
____ Engineer's Records
____ Other _____
_____
_____

Estimated increase (decrease) in Contract Price:
$_____
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times
Substantial Completion: _____days;
Ready for final payment: _____days.
If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

_____
ENGINEER

BY: _____

ACCEPTED:

_____
CONTRACTOR

BY: _____

City of Louisville
COLORADO • SINCE 1878

APPLICATION FOR PAYMENT

SAMPLE – SEE DIGITAL FILE PROVIDED BY PROJECT MANAGER

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 20___
PROJECT: CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 301312-660022

DATE SUBMITTED: _____, 20___

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027

CONTRACTOR: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY			AMOUNT			PERCENT (%) COMPLETE
						QUANTITY PREVIOUS PERIOD	QUANTITY THIS PERIOD	QUANTITY TOTAL TO DATE	PREVIOUS PAYMENT	THIS PAYMENT	TOTAL PAYMENT	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
TOTAL BID PRICE					$_____							

TOTAL AMOUNT TO DATE $_____
AMOUNT PREVIOUS PAYMENT(S) $_____
RETAINAGE TO DATE
PROGRESS PAYMENT NO. ____ AMOUNT TO CONTRACTOR THIS INVOICE $_____

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

1. All previous progress payments received from OWNER on account of Work completed under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive.
2. Title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such claim, security interest or encumbrance.)
3. Work covered by this Application for Payment is in accordance with the Contract Documents and not DEFECTIVE as that term is defined in the Contract Documents.

CONTRACTOR: _____
TOTAL AMOUNT ACCEPTED FOR COMPLETED WORK DESCRIBED ABOVE.

OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT

NAME: _____ DATE: _____
TITLE: _____

NAME: _____ DATE: _____
TITLE: _____

City of Louisville
COLORADO • SINCE 1878

CONTRACTOR'S PROPOSAL REQUEST

(Not a Change Order)

DATE SUBMITTED: _____ **No.** _____

TO: _____

We hereby request the cost of the following proposed change in the Contract. A breakdown of the proposed cost is attached.

Description of the proposed change:

_____

_____

_____

_____

_____

All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents. If the Work herein requested is approved by Change Order, the time of completion will be (increased), (decreased), (unchanged) by _____ calendar days.

New Substantial Completion Date: _____, 2023

This change will:

__ Increase the Contract by $ _____
__ Decrease the Contract by $ _____
__ No change in the Contract

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: _____

TITLE: _____

DATE: _____

City of Louisville
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CONTRACTOR'S OVERTIME REQUEST

DATE SUBMITTED: _____

TO: _____

We hereby request to perform work on overtime in accordance with the terms, stipulations, and conditions of the Contract Documents.

Requested date of overtime work: _____

Requested hours of overtime work: _____ **(a. m./p. m.) to** _____ **(a. m./p. m.)**

Description of proposed overtime work:

_____

_____

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, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, or 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, ENGINEERs and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, or at night 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.

Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday thru Thursday, and from 3:30 p.m. to 8:00 p.m. Friday.

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: CONTRACTOR

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____

_____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

<DATE>
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following documents are attached to and made a part of this Certificate of Substantial Completion:

Attachments:

_____

_____

_____

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.)

(CONTINUED NEXT PAGE)

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF SUBSTANTIAL COMPLETION (CONTINUED)

This certificate does not constitute an acceptance of Work or start of the guarantee period nor its release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Issuance of Substantial Completion does not commence the guarantee period with this certificate.

CITY OF LOUISVILLE, COLORADO		**ACCEPTED BY CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

City of Louisville
COLORADO • SINCE 1878

FINAL INSPECTION REPORT

DATE:

TO:

The OWNER has performed final inspection of the Work, and accepts the Work subject to the Contractor's performance and completion of the following repairs, corrections and/or replacements:

_____

_____

_____

_____

_____

The OWNER **does**/does not (circle) hereby finally accept the work, and hereby certifies that the Contractor is eligible to receive final payment of the Work.

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: Project Manager	TITLE: _____
DATE: _____	DATE: _____

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF FINAL COMPLETION

DATE:

TO:

This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

_____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of the Project Manager and the Work is hereby declared to be complete in accordance with the Contract Documents on

_____
DATE OF FINAL COMPLETION

In consideration therefor, the OWNER agrees to make Final Payment to Contractor of all amounts retained by OWNER, except such amounts that are subject to verified claims pursuant to Section 38-26-107, C.R.S, if any.

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: Project Manager _____	TITLE: _____
DATE: _____	DATE:

City of Louisville
COLORADO • SINCE 1878

GUARANTEE PERIOD INSPECTION REPORT

DATE:

TO:

The City of Louisville's authorized representative performed the guarantee period inspection on _____, 20 ___, which guarantee was originally due to expire on _____, 20___.

The OWNER hereby determines that the project has ___/ has not ___ satisfactorily met the conditions required to pass the guarantee period inspection.

The identified following items of Work are defective and must be repaired, corrected and/or replaced:

_____

_____

_____

_____

_____

The guarantee period shall be extended for the items listed above until the following date:

_____

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

City of Louisville
COLORADO • SINCE 1878

FINAL CLAIM RELEASE & ACCEPTANCE

Application for Payment Number: _____
Application for Payment Amount: _____
Application for Payment Date: _____

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: PROJECT NAME

Description of Property: PROJECT LOCATION, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

City of Louisville
COLORADO • SINCE 1878

FINAL CLAIM RELEASE & ACCEPTANCE (CONTINUED)

As contactor on the above described project, we further accept the pay quantities and final payment indicated on the final payment application as correct. The above noted final payment of $_____ results in total cumulative payment of $_____ for this project. By accepting this final payment, we accept that the final payment application is full and complete, that no other or further amounts are due to the undersigned, and we hereby waive and release all rights, claims and liens arising from the completion of work under the Contract Documents.

The undersigned representative certifies to have full authority to execute this instrument and to bind the contractor to all statement and provisions herein contained.

PRIME CONTRACTOR

By: _____
President

Date: _____

City of Louisville
COLORADO • SINCE 1878

CLAIM RELEASE – SUBCONTRACTOR/SUPPLIER

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: PROJECT NAME

Description of Property: PROJECT LOCATION, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made, and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

SUPPLIER OR SUBCONTRACTOR	**PRIME CONTRACTOR**
By: _____	By: _____
President	President
Date: _____	Date: _____

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 7.D.

Subject: Resolution No. 46, Series 2026 — A Resolution Approving a Construction Contract with Just Be You, Inc. d/b/a Star Playgrounds

Date: May 19, 2026

Prepared By: Bryon Weber, Parks Project Manager

Presented By: Bryon Weber, Parks Project Manager

Summary:
Staff are seeking City Council approval of a construction contract with Star Playgrounds for the replacement of playground equipment at the Louisville Recreation & Senior Center.

A competitive bidding process was held in early 2026, with public voting and input from the Parks and Public Landscape Advisory Board to select the proposed playground design.

Background / Prior Discussions:

- Background (2017-Present)
    - Playground renovations have been a focus of the city since 2017 with an ongoing effort to catch-up on deferred maintenance by replacing 1–2 playgrounds annually. Funding has been provided through the Capital Fund and Conservation Trust Fund (CTF) with additional grant support from Great Outdoors Colorado on select properties. Playgrounds have been prioritized based on age, condition and demand.

      The city now has three playground renovations remaining to complete the multi-year system overhaul, each with equipment that is 20+ years old (Memory Square Park, the Recreation & Senior Center, Community Park). Play equipment of this age is considered to be past its effective lifespan, replacement parts are typically unavailable should equipment break, and structures predate current industry standards and regulations. It's worth noting the current playground equipment was *relocated* during the 2017-19 building expansion and wasn't replaced as part of that project.

      Assuming completion of Memory Square Park and the Recreation & Senior Center in 2026, followed by Community Park in 2027, the city will then be positioned to cycle through the entire playground portfolio on an

approximately 15-year basis by completing one playground renovation per year.

- November 2025 – Council Approval of 2026 Capital Improvements Budget
  Approval of the 2026 budget included $187,500 in the Conservation Trust Fund (CTF) and $187,500 in the Capital Fund for park and playground improvements.

  Combined with carry forward from the 2025 budget, the Capital Fund now has approximately $366,000 available and the CTF has approximately $382,000 available.

  Note: The Memory Square Park playground renovations are proposed to use $314,000 of the $382,000 CTF funds under a separate contract, leaving $68,000 in CTF for the Recreation Center project.

- January 2026 – Request for Proposal (RFP)
  Staff developed an RFP and advertised competitive bidding. The request was written so that respondents could propose up to two design options that would meet an identified budget of $375,000 and would be subject to a competitive selection process.

- February 2026 – Public Input
  As part of the RFP process, staff reviewed the submitted designs and selected 5 options to undergo public voting. Votes were obtained online through Engage Louisville and in-person at the playground on an advertised date.

  Staff also presented the 5 short-list designs to PPLAB and YAB for their input and rankings. The rankings from public voting and two Advisory Boards were then combined to identify the finalist, which was Star Playgrounds.

- March 2026 - Present
  Staff are working with Star Playgrounds to modify the design to address some concerns brought up during the public input process and to ensure equipment meets the needs of the facility's preschool and summer camp programs. Contract documents were also developed during this time. At the time of contract, color selections are still being finalized.

Development Proposal:
N/A

Analysis:
A vote by Council is needed to approve the construction contract and authorize staff to spend an amount not to exceed $395,000 for the renovation. The total spending authorization includes the contract with Star Playgrounds with a value of $358,910 dollars and a staff requested contingency of $36,090 (~10%).

Council should be aware that final color selections are underway and that field adjustments may be needed. Therefore, the exact layout shown in drawings and equipment coloring in renderings is subject to change.

Council Work Plan:
Playground renovations are not specifically listed in the Core Services section of the 2026 work plan. However, the renovations relate to the work plan's guiding documents including the Parks, Recreation, Open Space and Trails Master Plan and Parks General Maintenance and Management Plan.

Fiscal Impact:
As outlined above, the City currently has approximately $434,000 available for the project through a combination of the Capital Fund and Conservation Trust Fund. The project is proposed to utilize approximately $330,000 from the Capital Fund and $65,000 from CTF for a total of $395,000.

Alternatives:
One alternative is to remove some play components and reduce the overall spending amount. Another alternative would be to cancel the project and utilize funds for other playgrounds or another purpose.

Recommendation:
Staff recommend approval of the construction contract and contingency funds given the playground equipment is one of the three oldest sets in the City, has broken components that can't be replaced and is relied upon by the preschool and summer camp programs.

Attachments:
1. Resolution No. 46, Series 2026
2. 2026-05-19 Star Playgrounds Plan & Renderings
3. 2026-05-19 Star Playgrounds 6-1 Agmt (redline signed)
4. 2026-05-19 Star Playgrounds 6-2 to 6-5 Exhibits

RESOLUTION NO. 46
SERIES 2026

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JUST BE YOU, INC. DBA STAR PLAYGROUNDS

WHEREAS, a Construction Contract has been proposed between the City and Just Be You, Inc. dba Star Playgrounds for the Recreation & Senior Center Playground Replacement Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract.

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 Just Be You, Inc. dba Star Playgrounds 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.

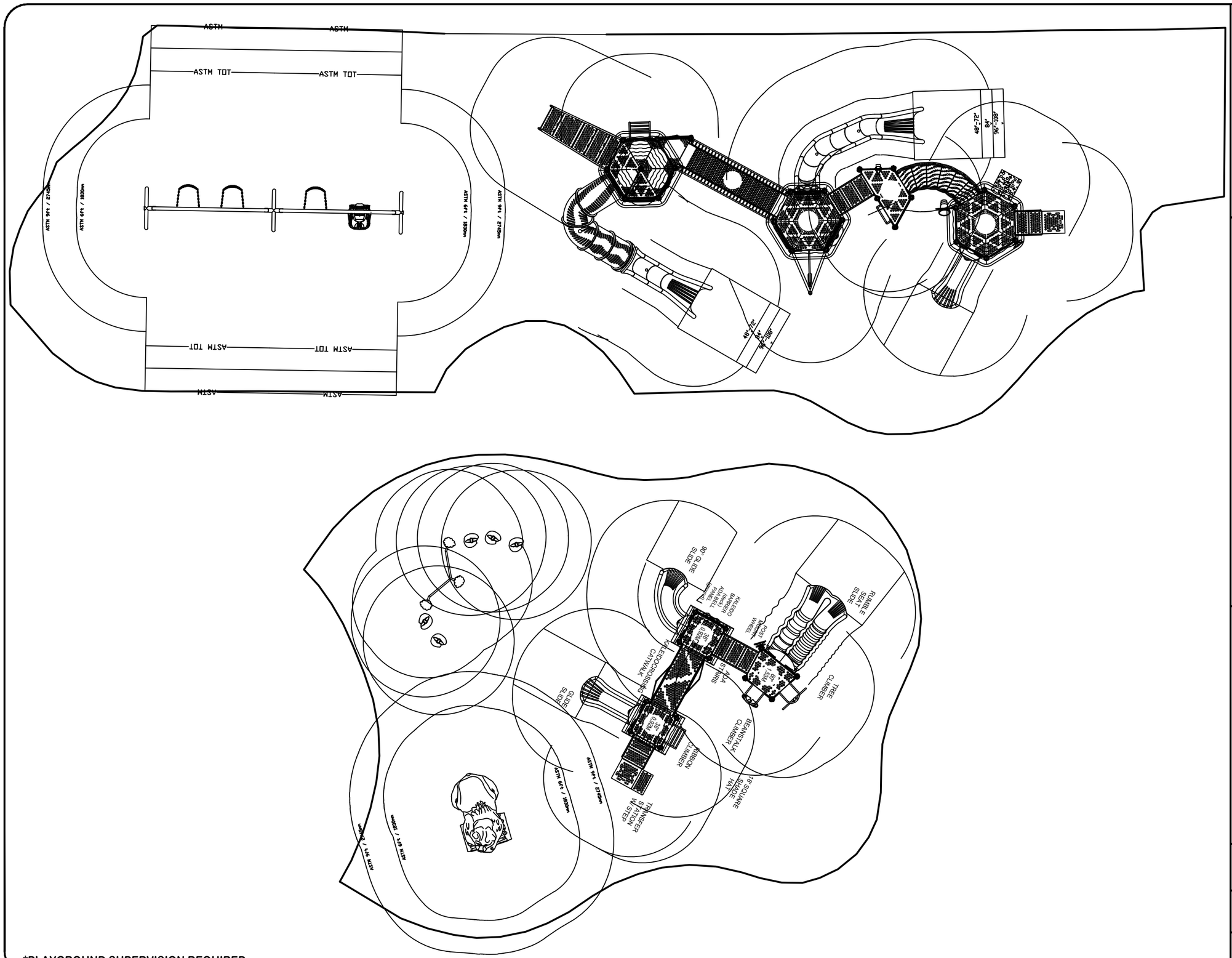
Section 3. The City Council hereby approves an approximately 10% contingency for the Project in the amount of $36,090.00 for a total authorized amount of $395,000.00 for the Project. The City's Project Manager for the Contract may approve change orders deemed necessary for the Project, subject to the cost limits set forth in this Resolution.

PASSED AND ADOPTED this 19th day of May 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

EQUIPMENT SIZE:
COMBINED: 115' x 45' x 19'

USE ZONE:
COMBINED: 123' x 53'

AREA: **4831 SqFt.**

PERIMETER: **432 Ft.**

FALL HEIGHT:
9 Ft.

USER CAPACITY: **114**

AGE GROUP: **2-12**

ADA SCHEDULE	Total Elevated Play Activities: 25		
	Total Ground-Level Play Activities: 8		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	13	8	6
Provided	25	8	6

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO:	SCALE:
13752C	3/32"=1'-0"
DRAWN BY: MBostrom	Paper Size B
DATE: 02-12-26	

RECREATION AND SENIOR CENTER
LOUISVILLE, CO



Louisville Recreation and Senior Center - Option 1

Sales Representative:

STAR Playgrounds
stellar design and installation

Equipment Manufacturers:

PLAYWORLD
The world needs play.

Berliner
Play equipment for life

LAPPSET
Movement for every heartbeat

earthscape

ExoFit
Outdoor Fitness



Louisville Recreation and Senior Center - Option 1

Sales Representative:

STAR Playgrounds
stellar design and installation

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Louisville Recreation and Senior Center - Option 1

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earthscape

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Outdoor Fitness

Louisville Recreation and Senior Center - Option 1

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STAR Playgrounds
stellar design and installation

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The world needs play.

Berliner
Play equipment for life

LAPPSET
Movement for every heartbeat

earthscape

ExoFit
Outdoor Fitness

City of Louisville
COLORADO • SINCE 1878

AGREEMENT

THIS AGREEMENT is made and entered into this **19th day of May** in the year 2026 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

JUST BE YOU, INC. DBA STAR PLAYGROUNDS
(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: PLAYGROUND REPLACEMENT – RECREATION & SENIOR CENTER
PROJECT NUMBER: 26-630048 REC

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work within **76 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 Hundred and 00/100 dollars ($100.00)** 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.

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 **THREE HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED TEN AND 00/100 dollars ($358,910.00)** set forth in the bid form of the CONTRACTOR dated May 1st, 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 PROJECT MANAGER 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 PROJECT MANAGER, 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 PROJECT MANAGER 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 6.8) 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 PROJECT MANAGER 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 PROJECT MANAGER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER 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 This Agreement

6.2 Documentation submitted by CONTRACTOR prior to Notice of Award, as applicable:

6.2.1 Fee Proposal
6.2.2 Disclosure Statement

6.3 Conditions and Specifications of Construction

6.4 Drawings with each sheet bearing the title: **Recreation & Senior Center**

6.5 Other documents which may be required or specified including:

6.5.1 Addenda No. 1 to 1 exclusive
6.5.2 Notice of Award
6.5.3 Performance Bond
6.5.4 Labor and Material Payment Bond
6.5.5 Certificates of Insurance
6.5.6 Notice to Proceed
6.5.7 Change Order
6.5.8 Field Order
6.5.9 Work Change Directive
6.5.10 Application for Payment
6.5.11 Contractor Proposal Request
6.5.12 Contractor Overtime Request
6.5.13 Certificate of Substantial Completion
6.5.14 Claim Release
6.5.15 Claim Release for Subcontractors
6.5.16 Final Inspection Report
6.5.17 Certificate of Final Completion
6.5.18 Guarantee Period Inspection Report

6.6 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.

6.7 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.

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 **May 19th, 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 Manager

CONTRACTOR: JUST BE YOU, INC. DBA STAR PLAYGROUNDS

By: _____
Erin Starr, CEO

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

9892 Titan Park Circle, Suite 1
Littleton, CO
80125

Attention: CEO

QUOTATION

Quote Number: Q13752C1
Quote Date: May 1, 2026
Sales Rep: Addie Berube
addie@starplaygrounds.com

*Playground Equipment * Site Furnishings * Shade Structures * Surfacing*

Project:	Proposed For/Bill To:	Contact Name
Playground Replacement at the Louisville Recreation and Senior Center 900 Via Appia Way Louisville, CO 80027	City of Louisville Parks & Recreation 717 Main St. Louisville, CO 80027 **Cust ID:** Louisville	Bryon Weber **Phone**: 303-335-4736 **Email**: bweber@louisvilleco.gov

Qty	Item	Description	Unit Price	Amount
	EFI	Price includes equipment, freight and factory certified installation.		
1.0	Remove/Disp	Demo of PIP and equipment for 1800sf. Save benches for reinstall. Demo of approx 12" EWF and equipment for 3000sf.	$ 29,946.00	$ 29,946.00
		SMALL PIT SURFACING - PIP		
1,800.0	PIP-EPDM	Poured In Place Unitary Safety Surfacing; 3" thick for 6' fall height. 100% full color. Industry standard binder.	$ 23.14	$ 41,660.00
	NOTE-SS	Star Surfacing includes Triax Drop Test, 2-year Edge Contraction Coverage, 3-year Roll Coat & 7-year Patch Repairs under 1sq ft. Conditions apply.		
		LARGE PIT SURFACING - EWF		
149.0	EWF	Purchase, Delivery & Installation of 3,000 sqft Accessible Engineered Wood Fiber Surfacing at a 12" compacted depth with the blower truck over Fabric w/pins.	$ 66.01	$ 9,836.00
1.0	PWCH	Custom Playworld 5-12 Play Structure	$ 174,349.00	$ 174,349.00
1.0	PW 0930	Playworld 3.5" OD, 2-Bay, Steel Arch Swing w/8' Top Rail. Includes 3 Belt Swing Seats and 1 ADA Swing Seat	$ 11,216.00	$ 11,216.00
1.0	PWCH	Custom Playworld 2-5 Play Structure	$ 71,283.00	$ 71,283.00
1.0	Playtime	Black Bear Sleeping Over Climbing Tunnel	$ 17,160.00	$ 17,160.00
1.0	PW 0479	Playtown Flower Climber	$ 3,139.00	$ 3,139.00
1.0	PW 0480	Playtown Butterfly Climber	$ 9,643.00	$ 9,643.00
1.0	DISCOUNT	Valued Customer Discount	$- 9,322.00	$- 9,322.00
	NOTE0:	Unless noted, pit prep including subbase, grading, excavation, concrete curbing, ramps and/or drainage is not included.		
	NOTE1:	Pricing includes payment/performance Bonds. Pricing does not include prevailing wages or any permits. Subject to applicable taxes.		

See Terms & Conditions on last page

Subtotal	$ 358,910.00
Sales Tax	
TOTAL	**$ 358,910.00**

Star Playgrounds
9892 Titan Park Circle, Unit 1, Littleton, CO 80125
Office: 303.791.7626 www.starplaygrounds.com

STAR Playgrounds
stellar design and installation

All Quotations and Sales Orders will be subject to the following terms and conditions. External contract or agreement must incorporate these Terms and Conditions.

TERMS & CONDITIONS

Purchase/Payment Terms

- For Installed Projects: Unless agreed otherwise, a 50% deposit will be required to initiate an order. Final balances will be due upon project completion.
- For All Other Projects: Unless agreed otherwise, a 50% deposit will be required to initiate orders with the final balance due upon invoice receipt.
- Orders under $5,000.00 require payment in full to initiate.
- Accounts must be current to order. Late fees/interest at the rate of 18% per annum (1.5% monthly), will be charged on all accounts 60 days past due.
- Prices are valid for 30 days unless otherwise indicated.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, permits, 3rd party audits or private locates.
- Any applicable taxes or fees will be added to the final invoice unless a tax-exempt certificate is provided.
- Use of a credit card for any payments will be subject to a 3.5% fee.
- Pricing quoted is based on our standard insurance certificate. If additional coverages are required, pricing subject to change.
- A 25% restocking fee, plus any return freight charges apply to orders canceled more than 5 business days from order date.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery

- Customer is responsible for lay down space or on site storage if needed.
- Pricing does not include unloading, inventory or storage of equipment at our site or cost, prior to installation unless noted.
- After 90 days, a storage fee equal to the trailer storage costs plus $350 per month will be assessed for all equipment stored.
- Stored equipment or delayed deliveries do not excuse the customer from its obligation to pay under the same terms as the original schedule.
- DIRECT SHIPMENTS Customer is responsible for unloading and verifying that the shipment is complete and received in good condition if we are not providing installation. Star Playgrounds is not responsible for any shipping damages if they are not noted to the trucking company at the time of delivery. Damaged/short shipments must be reported within 24 hours. Lift-gates are not guaranteed, even if requested, and drivers are not required to help unload.

Lead Times/Scheduling

- Ship dates change continuously. Please contact your sales rep for current estimated lead times.
- Star Playgrounds will not be responsible for changes in manufacturer lead times or shipping delays and will not accept responsibility for damages due to project delays out of their control.
- Star Playgrounds acknowledges that project schedules may be revised by the Customer or General Contractor to reflect changes in sequencing, durations, site readiness, or start dates. Star Playgrounds will make commercially reasonable, good faith efforts to accommodate such schedule modifications, provided they are communicated within a reasonable timeframe and the project site is prepared for playground installation in accordance with agreed-upon specifications.
- Star Playgrounds' work is dependent upon proper site conditions, including but not limited to grading, drainage, access, and completion of preceding trades. The parties agree to work cooperatively to address any delays or disruptions caused by incomplete or unsuitable site conditions or changes in sequencing.
- Star Playgrounds maintains multiple project commitments and will make reasonable efforts to adjust its schedule to align with project needs; however, such adjustments shall be subject to existing workload, crew availability, and prior scheduling obligations. The parties will collaborate in good faith to minimize impacts to all project stakeholders.
- In the event that schedule changes result in significant impacts, including but not limited to remobilization, multiple mobilizations, extended standby time, acceleration, or inefficiencies, the parties agree to discuss and negotiate an equitable adjustment to the contract price and/or contract time.
- Subcontractor shall not be responsible for costs or delays resulting from schedule changes that were not reasonably foreseeable or that were not communicated in a timely manner.

Installation

- Installation is not included unless expressly noted. It is the customer's responsibility to assemble, install and use the products safely and in accordance with the manufacturer's instructions unless expressly agreed otherwise by Star Playgrounds.
- Pricing excludes turf protection/reparation unless otherwise noted.
- Owner is responsible for providing water, power and direct truck access to site for installation. Failure to properly prepare the site by the scheduled date of installation will result in liquidated damages of $250 per day.
- Skid steers and heavy equipment can leave marks on concrete during installation, unloading or tear out. Star Playgrounds will sweep/clean upon completion but is not responsible for repairs. Some marks may remain visible but will fade over time.
- TRAFFIC CONTROL Any traffic control that is needed for a project is the customer's responsibility.
- SITE PREPARATION Pricing excludes all site preparation, including but not limited to: grading, excavation, curbing, ramps and drainage unless otherwise noted. If customer is preparing site, pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.
- CRANES If required, pick plans and/or inspections will incur additional charges. Charges will be billed at cost plus 20%.

STAR Playgrounds
stellar design and installation

TERMS & CONDITIONS CONTINUED

Installation Continued

- LANDSCAPING/IRRIGATION/UTILITY Star Playgrounds will obtain main utility locates from 811. Owner is responsible for locating private and all other utilities, irrigation and drainage system components. Please turn off sprinkler systems one week prior to installation to avoid site damage due to wet ground. Customer agrees that Star Playgrounds, its employees and/or subcontractors are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by the customer. The customer further agrees that without properly marked utility and irrigation lines, the customer shall be responsible for costs incurred to repair any damages, all costs for medical treatment in the event of injury, and any related costs due to delay in the project. In the unlikely event that Star Playgrounds damages any utilities, we will help facilitate repair, but will not be solely responsible for any repair costs or held liable for project delays.
- ROCK Pricing is based on normal soil conditions. In the event that soil, or rock conditions interfere with normal installation time and procedures, additional fees and change orders may apply. Should the situation arise, problems & solutions will be discussed with the customer prior to incurring any additional costs.

Shade

- Footers and required fasteners are included unless otherwise noted.
- Site plan approval, permits, permitting fees, plans, engineering drawings, geotechnical reports and surveying are specifically excluded unless otherwise noted.
- Electrical, other cutouts and ornamentation are not included unless noted.
- Sealed Engineered Drawings and Calcs if requested will be provided in the most recent Colorado IBC version unless specified otherwise.
- Local code requirements are not the responsibility of Star Playgrounds.
- Star Playgrounds will install shade in accordance with the customer's requests. This includes location and height. Note, when determining the location for your shade sail, it is important to keep in mind the movement of the sun across the sky throughout the day. The shade shadow will, of course, move as the sun moves. Star Playgrounds will not move/rotate shade at no cost if desired shadow is not achieved on initial installation.
- Manufacturer recommends removing shade fabric in the winter months.

Surfacing/Drainage

- Customer is responsible for identifying drainage issues before installation.
- Star Playgrounds is not responsible for drainage issues caused by extraordinary weather, natural settling or uncontrollable circumstances.
- CONCRETE Concrete forms can leave voids after removal. Gaps between old and new concrete may also occur. Concrete will be poured when weather is appropriate, but we are not responsible for weather or acts of God. Cracking is typical and does not affect the integrity of the concrete.
- POURED-IN-PLACE (PIP) Some colors of PIP surfacing are subject to "ambering". Ask your sales rep if your color choice is included. Due to our climate, perimeter gaps and graphic seams are typical and do not affect the integrity of the surfacing and will not be a warranty issue.
- TURF Turf will be installed to manufacturer's specifications, however occasionally seams may be visible. This does not affect the integrity of the surfacing and will not be a warranty issue.

General Terms

- Site security includes orange temporary (snow) fence only. Chain link fence and all other security options are available at additional cost.
- Multiple phases/mobilizations are not included unless noted. This includes installing shade fabrics.
- Prices are inclusive of all components listed. If additions/subtractions are made, prices may change.
- Renderings, color choices and custom items are conceptional only and delivered/installed product may vary.
- All quotations and sales orders are expressly subject to these Terms and Conditions. Execution of any quotation, sales order, or related document—including signature, initials, or acceptance by any other means—constitutes acknowledgment and acceptance of these Terms and Conditions. In the event of any conflict, these Terms and Conditions shall govern and take precedence over any customer or third-party contract or agreement, unless expressly agreed to in writing. Any external contract or agreement must incorporate these Terms and Conditions by reference to be valid.

Contact your sales rep named on page one for questions, clarifications or details on any of these Terms & Conditions.

Disclosure Statement

EXHIBIT A - DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

☒ NO KNOWN RELATIONSHIPS EXIST

☐ RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Addie Berube	Account Manager
Printed or Typed Name	Title
[signature]	2/13/2026
Signature	Date



Conditions and Specifications
for Construction of:

PLAYGROUND IMPROVEMENTS

THE CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE CO, 80027

Prepared by:

City of Louisville

Issued: April 29, 2026

PROJECT DIRECTORY

PLAYGROUND IMPROVEMENTS

OWNER: City of Louisville
749 Main St
Louisville CO, 80027

CONTACTS: Primary Contact:
Bryon Weber, Project Manager
Tel: 303-335-4736
Email: bweber@louisvilleco.gov

Alternate for Memory Square Park:
Chris Davis, Parks Superintendent
Tel: 303-335-4774
Email: cdavis@louisvilleco.gov

Alternate for Recreation & Senior Center:
Kathy Martin, Recreation Superintendent
Tel: 303-335-4903
Email: kmartin@louisvilleco.gov

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DATE: *April 29, 2026*

PROJECT: *2026 PLAYGROUND IMPROVEMENTS*

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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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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.

1.9.1 **Contract Day** – ~~A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER observed holidays and Abnormal Weather days.~~ A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER observed holidays and Abnormal Weather days.

1.10 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 OWNER'S REPRESENTATIVE'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.

1.11 Contract Price - The moneys 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).

1.12 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 OWNER'S REPRESENTATIVE's written recommendation of final payment in accordance with paragraph 14.13.

1.13 CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14 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 OWNER'S REPRESENTATIVE'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).

1.15 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 OWNER'S REPRESENTATIVE and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16 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.

1.17 OWNER'S REPRESENTATIVE - The word "OWNER'S REPRESENTATIVE" refers to the City of Louisville, authorized representative, designated by the OWNER as its representative.

1.18 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.

1.19 Field Order - A written order issued by OWNER'S REPRESENTATIVE 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.

1.20 General Requirements - Sections of Division 1 of the Specifications.

1.21 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.

1.22 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.

1.23 Liens - Liens, charges, security interests or encumbrances upon real property or personal property.

1.24 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.

1.25 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.

1.26 Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to OWNER'S REPRESENTATIVE) 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.

1.27 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.

1.28 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.

1.29 PCBs - Polychlorinated biphenyls.

1.30 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.

1.31 Plans - The term plans as used in these Contract Documents shall have the same meaning as Drawings.

1.32 Product - Includes materials, equipment and systems.

1.33 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.

1.34 Provide - Furnish and install specified materials and equipment, unless the context requires otherwise.

1.35 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.

1.36 Resident Project Representative - The authorized representative of OWNER'S REPRESENTATIVE who may be assigned to the site or any part thereof.

1.37 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.

1.38 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.

1.39 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.

1.40 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.

1.41 Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER'S REPRESENTATIVE as evidenced by OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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.

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.

1.42 Supplementary Conditions - The part of the Contract Documents, which amends or supplements these General Conditions.

1.43 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.

1.44 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.

1.45 Unit Price Work - Work to be paid for on the basis of unit prices.

1.46 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.

1.47 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 OWNER'S REPRESENTATIVE, 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.

1.48 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-OWNER'S REPRESENTATIVE or non-technical rather than strictly construction-related aspects of the Contract Documents.

END ARTICLE 01

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 **Playground Improvements** is required on or prior to **date identified in the Supplementary Conditions.** 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 in the Supplementary Conditions.

2.3.1. Proposed Project Schedule:

See Supplementary Conditions.

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 OWNER'S REPRESENTATIVE any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE 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, processing Applications for Payment and maintaining required records.

Site Storage, Access & Parking

2.8 A right-of-way permit shall be obtained for any on-street storage/staging needed. Right-of-way permit does not reserve rights to parking of vehicles/equipment in areas otherwise available to public.

2.8.1 Provide ingress, egress to private drives and single access developments.

2.8.2 Contractor shall park equipment and/or vehicles (including employee vehicles) directly adjacent to City property. Parking shall not take place in front of private residences.

Initially Acceptable Schedules:

2.9 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and others as appropriate will be held to review the Application for Payment for acceptability to OWNER'S REPRESENTATIVE. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to OWNER'S REPRESENTATIVE as provided below. The progress schedule will be acceptable to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to OWNER'S REPRESENTATIVE as providing a workable arrangement for reviewing and processing the required submittals.

END ARTICLE 02

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 OWNER'S REPRESENTATIVE as provided in paragraph 9.4.

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

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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, OWNER'S REPRESENTATIVE or any of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE and specific written verification or adaption by OWNER'S REPRESENTATIVE.

END ARTICLE 03

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 BIDDER'S 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. BIDDER's 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. BIDDER's 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.

4.2.1 **Reports and Drawings:** 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:

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

Report dated **N/A** , **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 OWNER'S REPRESENTATIVE'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.

4.2.1.2 **Physical Conditions:** 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 OWNER'S REPRESENTATIVE in preparing the Contract Documents.

4.2.2 **Limited Reliance by CONTRACTOR authorized; Technical Data:** 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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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 CONTRACTOR's 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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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.

4.3 Physical Conditions - Underground Facilities:

4.3.1 **Shown or Indicated:** 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 OWNER'S REPRESENTATIVE by the owners of such Underground Facilities or by others.

4.3.1.1 OWNER and OWNER'S REPRESENTATIVE 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.

4.3.2 **Not Shown or Indicated:** 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 OWNER'S REPRESENTATIVE. 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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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.

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

~~OWNER shall provide survey reference points for the CONTRACTOR to locate 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 required will be at the CONTRACTOR'S expense. When the CONTRACTOR requires staking review, he shall notify the OWNER in a reasonable length of time in advance of starting work. 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' 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 all stakes. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes.~~

4.5 Asbestos, PCB's Petroleum, Hazardous Waste or Radioactive Material:

4.5.1 OWNER shall be responsible for any Asbestos, PCB's, 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 OWNER'S REPRESENTATIVE (and thereafter confirm such notice in writing). OWNER shall promptly consult with OWNER'S REPRESENTATIVE 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, PCB's, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

END ARTICLE 04

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 CONTRACT-OR'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.

5.3 Licensed Sureties and Insurers; Certificates of Insurance:

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, attention: CITY OWNER’S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 05

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 OWNER'S REPRESENTATIVE 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, or at night without OWNER's written consent given after prior written notice to PROJECT MANAGER. 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 5 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGER and PROJECT MANAGER'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 PROJECT MANAGER and PROJECT MANAGER'S authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00

DESCRIPTION	HOURLY RATE
Operations Supervisor	$45.00
Operations Technician	$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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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.

6.7 Substitutes and "Or-Equal" Items:

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 OWNER'S REPRESENTATIVE under the following circumstances:

6.7.1.1 **"Or-Equal"**: If in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE as an "or-equal" item, in which case review and approval of the proposed item may, in OWNER'S REPRESENTATIVE's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2 **Substitute Items:** If in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will include the following as supplemented in the General Requirements and as OWNER'S REPRESENTATIVE may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by OWNER'S REPRESENTATIVE from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute items of material or equipment, CONTRACTOR shall first make written application to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in evaluating the proposed substitute. OWNER'S REPRESENTATIVE may require CONTRACTOR to furnish additional data about the proposed substitute.

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

6.7.2 **Substitute Construction Methods or Procedures:** 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 OWNER'S REPRESENTATIVE. CONTRACTOR shall submit sufficient information to allow OWNER'S REPRESENTATIVE, in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE will be similar to that provided in subparagraph 6.7.1.2.

6.7.3 **OWNER'S REPRESENTATIVE's Evaluation**: OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE will record time required by OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE's Consultants for evaluating each such proposed substitute item.

6.8 Concerning Subcontractors, Suppliers and Others:

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER'S or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE. 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.

6.9.1 CONTRACTOR shall be fully responsible to OWNER and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or OWNER'S REPRESENTATIVE 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.

6.9.2 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 OWNER'S REPRESENTATIVE through CONTRACTOR.

6.10 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.

6.11 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 OWNER'S REPRESENTATIVE.

Patent Fees and Royalties:

6.12 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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:

6.13 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.

6.13.1 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.

6.13.2 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.

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.

6.13.3 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. Right of Way Permit fee is waived for this project.

6.13.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations:

6.14.1 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 OWNER'S REPRESENTATIVE shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 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:

6.15 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:

6.16 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17 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.

6.18 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:

6.19 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 OWNER'S REPRESENTATIVE for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to OWNER'S REPRESENTATIVE for OWNER.

Safety and Protection:

6.20 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:

6.20.1 all persons on the Work site or who may be affected by the Work:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 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.

6.20.4 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 OWNER'S REPRESENTATIVE 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:

6.21 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:

6.22 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:

6.23 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 OWNER'S REPRESENTATIVE, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER'S REPRESENTATIVE 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.

6.24 Shop Drawings and Samples:

6.24.1 After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at OWNER'S REPRESENTATIVES 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 OWNER'S REPRESENTATIVE the materials and equipment CONTRACTOR proposes to provide and to enable OWNER'S REPRESENTATIVE to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may require to enable OWNER'S REPRESENTATIVE to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.26 Submittal Procedures:

6.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3 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.

6.25.2 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.

6.25.3 At the time of each submission, CONTRACTOR shall give OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for review and approval of each such variation.

6.26 OWNER'S REPRESENTATIVE will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by OWNER'S REPRESENTATIVE as required by paragraph 2.8. OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE on previous submittals.

6.27 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's attention to each such variation at the time of submission as required by paragraph 6.25.3 and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by OWNER'S REPRESENTATIVE as required by paragraph 2.8, any related Work performed prior to OWNER'S REPRESENTATIVE's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 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.

6.30 CONTRACTOR's General Warranty and Guarantee:

6.30.1 CONTRACTOR warrants and guarantees to OWNER, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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:

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

6.30.1.2 normal wear and tear under normal usage.

6.30.2 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:

6.30.2.1 observations by OWNER'S REPRESENTATIVE;

6.30.2.2 recommendation of any progress or final payment by OWNER'S REPRESENTATIVE;

6.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5 any acceptance by OWNER or any failure to do so;

6.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by OWNER'S REPRESENTATIVE pursuant to paragraph 14.13;

6.30.2.7 any inspection, test or approval by others; or

6.30.2.8 any correction of **defective** Work by OWNER.

6.30.3 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 OWNER'S REPRESENTATIVE 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.

6.31 Indemnification:

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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.

6.32 In any and all claims against OWNER or OWNER'S REPRESENTATIVE 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 6.31 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:

6.33 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.

END ARTICLE 06

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of OWNER'S

REPRESENTATIVEs, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for any delay, disruption, interference or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or OWNER'S REPRESENTATIVE for activities that are their respective responsibilities.

END ARTICLE 07

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE.

8.2 In case of termination of the employment of OWNER'S REPRESENTATIVE, OWNER shall appoint an OWNER'S REPRESENTATIVE whose status under the Contract Documents shall be that of the former OWNER'S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 08

ARTICLE 9 - OWNER'S REPRESENTATIVE'S STATUS DURING CONSTRUCTION

OWNER's Representative:

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

Visits to Site:

9.2 OWNER'S REPRESENTATIVE will make visits to the site at intervals appropriate to the various stages of construction as OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. OWNER'S REPRESENTATIVE will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. OWNER'S REPRESENTATIVE'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 on-site observations, OWNER'S REPRESENTATIVE will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. OWNER'S REPRESENTATIVE's visits and on-site observations are subject to all the limitations on OWNER'S REPRESENTATIVE's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of OWNER'S REPRESENTATIVE's on-site visits or observations of CONTRACTOR's Work OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will furnish a Resident Project Representative, assistants and other field staff to assist OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's Agent and will act as directed by and under the supervision of OWNER'S REPRESENTATIVE, and will confer with OWNER'S REPRESENTATIVE regarding his actions. His dealings in matters pertaining to the on-site Work will

in general be with OWNER'S REPRESENTATIVE and CONTRACTOR keeping the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist OWNER'S REPRESENTATIVE in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

Assist in obtaining from OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's review, and notify OWNER'S REPRESENTATIVE of their availability for examination.

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

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

Conduct on-site observations of the Work in progress to assist OWNER'S REPRESENTATIVE in determining that the Work is proceeding in accordance with the Contract Documents.

Report to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Interpretation of Contract Documents:

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

Modifications:

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

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, OWNER'S REPRESENTATIVE'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 CONTRACTOR's, subcontractors and major suppliers of equipment and materials.

Reports:

Furnish OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE Change Orders, Work Directive Changes, and Field Orders.

Report immediately to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE for review and forwarding to OWNER prior to final payment of the Work.

Completion:

Before OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Exceed limitations of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE.

Clarifications and Interpretations:

9.4 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will have authority to disapprove or reject Work which OWNER'S REPRESENTATIVE believes to be **defective**, or that OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with OWNER'S REPRESENTATIVE's authority as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with OWNER'S REPRESENTATIVE's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

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

Decisions on Disputes:

9.11 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and the other party within thirty days after the start of such occurrence or event unless OWNER'S REPRESENTATIVE allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute of other matter. The opposing party shall submit any response to OWNER'S REPRESENTATIVE and the claimant within thirty days after receipt of the claimant's last submittal (unless OWNER'S REPRESENTATIVE allows additional time). OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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.

9.13 Limitations on OWNER'S REPRESENTATIVE's Authority and Responsibilities:

9.13.1 Neither OWNER'S REPRESENTATIVE's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall create, impose or give rise to any duty owned by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's Consultants, Resident Project Representative and Assistants.

END ARTICLE 09

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 OWNER'S REPRESENTATIVE (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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 10

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 ad 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 and 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 1991 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVEs, 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVEs, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9 Unit Price Work:

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 OWNER'S REPRESENTATIVE 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; and

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.

END ARTICLE 11

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 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. 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.

12.4.1 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.

12.4.2 The OWNER and CONTRACTOR are both aware that construction will be conducted outdoors and that variable weather conditions are typical for the site of the work.

12.4.3 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.

12.4.4 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. 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.

2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.

3) 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.

END ARTICLE 12

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 **Notice of Defects:** Prompt notice of all **defective** Work of which OWNER or OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE timely notice of CONTRACTOR's intention to cover the same and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for OWNER'S REPRESENTATIVE's observation and replaced at CONTRACTOR's expense.

13.9 If OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be observed by OWNER'S REPRESENTATIVE or inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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).

Failure or neglect on the part of the PROJECT MANAGER 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 PROJECT MANAGER, work done without lines, grade and/or cross section stakes and grades shown on the Plans or as given by the PROJECT MANAGER, 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.

13.12 Correction Period:

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 it 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 OWNER'S REPRESENTATIVE's recommendation of final payment, also OWNER'S REPRESENTATIVE) 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 OWNER'S REPRESENTATIVE as to reasonableness). If any such acceptance occurs prior to OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE to correct **defective** Work or to remove and replace rejected Work as required by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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.

END ARTICLE 13

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's recommendation of any payment requested in an Application for Payment will constitute a representation by OWNER'S REPRESENTATIVE to OWNER, based on OWNER'S REPRESENTATIVE's on-site observations of the executed Work as an experienced and qualified design professional and on OWNER'S REPRESENTATIVE's review of the Application for Payment and the

accompanying data and schedules, that to the best of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's responsibility to observe the Work.

However, by recommending any such payment OWNER'S REPRESENTATIVE will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's recommendation of any payment, including final payment, shall not mean that OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may refuse to recommend the whole or any part of any payment if, in OWNER'S REPRESENTATIVE's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER'S REPRESENTATIVE issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Work to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Work substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE as to any provisions of the certificate or attached list. If, after considering such objections, OWNER'S REPRESENTATIVE concludes that the Work is not substantially complete, OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing prior to OWNER'S REPRESENTATIVE's issuing the definitive certificate of Substantial Completion. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, 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, CONTRAC-

TOR will certify to OWNER and OWNER'S REPRESENTATIVE that such part of the Work is substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and OWNER'S REPRESENTATIVE in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of that part of the Work to determine its status of completion. If OWNER'S REPRESENTATIVE does not consider that part of the Work to be substantially complete, OWNER'S REPRESENTATIVE will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE 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 land access thereto.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's observation of the Work during construction and final inspection, and OWNER'S REPRESENTATIVE's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, OWNER'S REPRESENTATIVE will, within ten days after receipt of the final Application for Payment, indicate in writing OWNER'S REPRESENTATIVE's recommendation of payment and present the Application to OWNER for payment. At the same time OWNER'S REPRESENTATIVE will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 14

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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE as to their reasonableness and when so approved by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and provided OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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.

END ARTICLE 15

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVEs, 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.

END ARTICLE 16

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-2 PRELIMINARY MATTERS

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

- Proposed Project Schedule:

  City Council Meeting ..... May 19
  Notice of Award ..... May 20
  Notice to Proceed, Bonds, Insurance, etc. ..... May 20
  Construction/Installation - Substantial Completion ..... August 28
  Final Project Completion ..... September 4, 2026

- No work shall be performed on the following dates and timeframes:

  - July 4th
  - September 7th (if applicable)

B. Add the following language to Section 2.8 of Article 2 of the General Conditions:

- All parking and access must utilize the south parking lot, not preventing access to the EV charging and associated parking spaces.
- Contractor should work with City staff to identify parking and storage requirements.
- Contractor shall not park equipment and employee vehicles on abutting streets or unpaved surfaces.

SECTION 01 00 20

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 PROJECT NAME: 2026 Playground Improvements

1.1.2 PROJECT NUMBER: 26-630048

PROJECT LOCATION: Memory Square Park, Recreation & Senior Center - Louisville, Colorado

1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work varies at each park location.

At the Recreation & Senior Center the work consists of the demolition of identified playground equipment, EWF safety surfacing, upper layer of PIP safety surfacing (no removal of concrete base), identified concrete band for interior landscape bed, and salvage of site furnishings. Installation will include playground equipment, safety surfacing (EWF and PIP) and reinstallation of salvaged site furnishings per plans and specifications including all work appurtenant thereto, within the park as shown in the City of Louisville, Colorado.

At Memory Square Park the work consists of the demolition of identified playground equipment and safety surfacing (EWF) followed by the installation of drainage piping and drywells, playground equipment and safety surfacing (EWF) per plans and specifications including all work appurtenant thereto, within the park as shown in the City of Louisville, Colorado.

1.1.5 EXHIBIT A – OVERVIEW OF PROJECT AREAS

Memory Square Park (801 Grant Ave Louisville, CO 80027)



Recreation & Senior Center (900 Via Appia Way Louisville, CO 80027)



PLAYGROUND IMPROVEMENTS

SECTION 01 00 30

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. The Project Manager 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 the City's Project Manager 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 the Owner or Contractor may claim for a Contract Price adjustment.

D. The Owner 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 CONCTRACT 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 the Engineer may deem necessary. Scales shall be furnished by the Contractor or the 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 scales' accuracy will not be measured and paid for separately, but shall be included in the work.

The 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 the 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 the 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 01 00 40

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

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

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

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

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

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 01 00 50

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, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by the 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 tan 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 in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site of 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 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 the 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 the ENGINEER, the 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. The 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: The Contractor shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by the Engineer review of submittals, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission, and the Engineer has taken no written exception to the specific deviation. The

Contractor shall not be relieved from responsibility for errors or omissions in submittals by the 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 the Contractor's approval will not be processed by the Engineer, but will be returned to the Contractor for his compliance with Contract Document requirements, in which event it shall be deemed that the Contractor has not complied with requirements of the Contract Documents, and the 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 the Engineer. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to the Project Manager 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, sub Contractors, 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 form other submittals. Show evidence of Contractor's review by clearly exhibiting check marks and stamped approval marking acceptance, and provide space for the 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 the Contractor's Project Superintendent to the 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 the Engineer four (4) blueline or blackline 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 the 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 Engineers action stamp. The 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 the Engineers 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, the OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS (Not Used)

(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 the Contractor from providing submittals if required by individual specification sections.

General Requirements		
Section	**Title**	**Submittals Required**
01 00 60	Testing and Inspections	Concrete Inspection
01 00 80	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**
02 40 00	Concrete	Mix Design, Color
02 60 00	Traffic Control	Diagrams by phase
02 50 00	Asphalt	As needed for repairs
03 84 00	Irrigation	Pipe, Glue, Wire, Heads, Nozzles, Valves if needed
32 18 40	Pour in Place	Source, Size, Color Chip
Drawings	Engineered Wood Fiber	Source (1 gallon Sample)
32 92 19	Seed	Seed mix
32 93 13	Groundcover	Fabric, Bed Materials (1 gallon Samples)

- END OF SECTION -

SECTION 01 00 60
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 the 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 the 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 the Engineers 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 01 00 40.

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 the OWNER and ENGINEER.

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

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

1.5.2 **CODE COMPLIANCE TESTS AND INSPECTION:** Paid for by the Contractor**.**

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

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

1.5.5 **RE-TESTING**: Paid for by the 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 the 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. The Owner and the 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 the 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 the 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):	1 each test/soil type
	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 D 1556, D2167, or D2922, Field Moisture	
	Tests - ASTM D3017:	
	Subgrade:	One/500 sf
	Fill, Bldg and Paved Areas:	One/500 sf per lift
	Backfill:	One/250 sf/2 ft vert.
	Site and Misc. Fills:	One/500 sf/1 ft vert.

Section	Description of Test or Inspection	Test Qty/Interval
Utilities	Bedding material (Laboratory):	
	Particle Size Analysis -	
	ASTM D422	1/soil type
	Backfill Material (Laboratory):	
	Moisture/Density Relation -	
	ASTM D698 or D1557	1/soil type
	Field Density Tests - ASTM D1556, D2167, or D2922; Field Moisture	
	Tests - ASTM D3017:	One/150 lf @ trench bottom at 2 ft. vert intervals, and at top
Paving	Asphalt Content - ASTM D 2172; Asphalt Gradation - ASTM in C136; Bulk specific gravity - ASTM D1188; AASHTO T 166;	
	Marshall Test - ASTM D 1559:	
		One each/500 tons, min 2/day
Concrete	Concrete Quality:	
	Fresh Concrete - ASTM C172	One each/50 C.Y. or
	Compressive Strength - ASTM C39	major fraction thereof;
	Unit Weight - ASTM C138	min 1/pour
	Slump - ASTM C143;	
	Air Content - ASTM C173 or C231:	
	Hardened Concrete (failings only) ASTM C42, C803, C805, or load tests:	One each/truck As determined by Engineer

- END OF SECTION -

SECTION 01 00 70
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. **PROJECT MANAGER 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. The 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 the 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. The CONTRACTOR shall at his/her own expense clean up and removed 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 the ENGINEER, the work may be done by the OWNER and the cost thereof be charged to the 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 the 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 the OWNER and the cost thereof be charged to the 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 the 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 01 00 80
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 close-out 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 close-out 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 (blueline or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially form 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 of 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, identity, 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.

- END OF SECTION -

SECTION 02 40 00

CONCRETE AND CONCRETE REPLACEMENT

1.0 SCOPE OF WORK

A. The work shall consist of, but not be limited to, removal and replacement of the following: sidewalk, vertical curb and gutter, curb walk, 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 T-26. 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 C 260. 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 C 231 or ASTM C 173.

FINE AGGREGATE

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

	Maximum Percent by Weight
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:

Material finer than 200 mesh sieve	3% by weight
Shale	1% by weight
Coal and lignite	1/4% by weight
Clay lumps	1% by weight
Other deleterious substances	2% by weight

The sum of the percentages of the above deleterious substances shall not exceed five per cent (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:

	Percent by Weight
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:

Material finer than 200 mesh sieve	1% by weight
Coal and lignite	1/4% by weight
Clay lumps	1/4% by weight
Soft fragments	3% by weight
Other deleterious substances	2% by weight

The sum of the percentages of the above deleterious substances shall not exceed five per cent (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 T-96 or show a sodium sulfate loss not to exceed 12 percent (12%) when tested in accordance with AASHTO T-104. The wear and soundness requirements may be waived, or modified, by the 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 the 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 C 39. 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 the Contractor's expense.

CONCRETE CROSSPANS

Regarding repair of crosspans, only one half of a crosspan shall be closed to traffic at anytime unless secondary access is available to the streets and businesses impacted or unless otherwise approved by the engineer. **When individual panels or when one half of a**

crosspan is constructed, contractor shall provide high early strength concrete at no additional compensation.

HIGH EARLY MIX

CONCRETE MIX PROPORTIONS:

	ASTM	Varies	Cubic Yard	Units	
Cement	C-150		705	lbs	
Sand	C-33		1210	lbs	
#57/67 Agg.	C-33		1770	lbs	
AEA	C-260	0 to 8 oz/cy	4.5	oz	
MRWR	C-494	0 to 10 oz/cwt	50.0	oz	
HRWR	C-494	0 to 10 oz/cwt	7.0	oz	
Hyd Stab.	C-494	0 to 9 oz/cwt	0.0	oz	
Water	C-94		266.6	lbs	32 Gal.

PHYSICAL PROPERTIES OF MIX	**TARGET**
Slump	5.00-800”
Air content	4.5-7.5%
Unit Weight	143.30
Water/Cement Ratio	.40 Max
Yield	27

4.0 EXECUTION

CONCRETE REMOVAL

The 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 the Engineer shall be at the Contractor's expense. The minimum length of replacement concrete shall be 5 feet on vertical curb and gutter and curbwalk 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. The Contractor shall maintain a straight, true break line. The Contractor shall be responsible for removal and replacement of all over break. The 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 the 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. The Contractor shall tie back hedges, evergreens or other landscaping.

Contractor shall not remove asphalt adjacent to concrete unless approved by the 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 the 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, the Contractor shall schedule arrangements of construction with the resident.

The Contractor shall properly dispose of broken concrete, unusable materials and surplus excavated materials due to concrete replacement off site 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 the Engineer. The 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 T 180.

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 T 99 or T 180.

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.

	AASHTO T 99	AASHTO T 180
Soil Classification (AASHTO M 145)	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 the Owner. Any and all retesting of soil to achieve required passing test results necessitated by the Contractors operations or inability to obtain specified results on the first attempt shall be the sole responsibility and cost of the 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

The 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 the Contractor.

SUBGRADE PREPARATION AND FILL

Fill shall be placed in lifts, brought to proper moisture and compacted to the percent specified. The Contractor will provide backfill material if required. The 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 the condition that existing prior to the construction.

Should the Contractor fail to backfill and restore landscaping within ten (10) days after receiving written notice from the Engineer, the Owner may backfill and restore landscaping at the Contractor's expense.

The landscaped area to be restored shall be 18" wide or as determined by the Engineer. The Contractor shall clean the area of all debris (i.e. 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.).

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 re-sodding.

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

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

Re-sodding shall be completed with sod of high quality and shall not be dried out or dying when placed. Re-sodding shall be rolled and thoroughly watered once by the Contractor. The 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 the 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 the Contractor and is incidental and shall be merged into the pay items shown in the Schedule of Unit Prices.

Upon removal of the forms, the 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 of concrete placement and continue as construction progresses unless otherwise directed by the Engineer.

READY-MIXED CONCRETE

All concrete shall be ready-mixed in accordance with ASTM C 94 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 (l 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.

The Contractor shall collect delivery or batch tickets from the ready-mix driver for all concrete used on the project and submit them to the 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 and 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 the Engineer.

The concrete temperature shall be between 50 degrees F and 90 degrees 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, the Engineer will require the concrete to be removed and replaced at the 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 the Engineer. Delays in excess of 30 minutes shall require removal and replacement of that pour, at the 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 C 143. **NO WATER MAY BE ADDED AT THE JOB SITE WITHOUT THE PERMISSION OF THE 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 the Engineer. Any expense incurred, in excess of ordinary tests, in such testing will be borne by the Contractor.

PUMPING CONCRETE

Pumping of concrete shall be permitted.

SAMPLING

1) AGGREGATE: The Contractor shall, before starting concrete work, furnish representative samples of concrete aggregate proposed for use to a testing laboratory designated by the Engineer and sampled in accordance with ASTM D 75.

2) CONCRETE: Concrete shall be sampled in accordance with ASTM C 172, "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 the 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 the Owner's Representative at the expense of the 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 the Owner's Representative. The remaining cylinder will be broken only when the previous test reports indicate unsatisfactory results. The 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 **4,500 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 the Engineer will determine as to whether the concrete shall remain in place or be removed in accordance with the following procedures:

a. The CONTRACTOR shall, at his expense, remove and replace the concrete in the area determined by the Engineer with new concrete meeting the thickness requirements. Subgrade shall be lowered as necessary to meet full thickness requirements.

b. The 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, the 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 the 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 the Engineer. Expansion joints shall be installed at existing joints, structures, PCR's, every 100 feet, and as shown on the plans or as directed by the 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 (± 1/4") and perpendicular (± 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 path 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 the 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 the 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 the Engineer to designate a water service or sanitary service, respectively, The letters shall be 3 inches long by ½ 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 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 NON PIGMENTED CONCRETE

Clear pigmented, Liquid, Membrane-forming compounds shall conform to ASTM C-309, 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 degrees F, the 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 degrees F., but not more than 150 degrees 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 the 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 the Engineer, to retain all heat possible in the concrete mix.

After the concrete has been placed, the 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 the Engineer, the protection provided is inadequate, concreting shall cease until conditions or procedures are satisfactory to the 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, the 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 the Contractor at his expense.

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

REPAIRS

If after stripping of forms any concrete is found to be not formed as shown on the plans, or 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 the 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-gutter, and crosspans shall not be opened to vehicular traffic for at least seven (7) days after placement. The Contractor shall provide and maintain suitable barricades to comply with foregoing requirements.

The Contractor, with approval of the Engineer may use high early for ramp drives. There will be no additional payment to the 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, the Contractor shall immediately notify the Engineer prior to the disturbance of any of the roots. The Engineer shall then make a determination regarding removal. In the locations where trees roots are anticipated, the 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 the 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 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) percent (□ 2). Concrete mix design shall be as follows:

MIX PROPORTIONS:

		(Per Cubic Yard of Concrete)
Cement	ASTM C-150	564 lbs.
Sand	ASTM C-33	1075 lbs.
Size #57 Agg.	ASTM C-33	1100 lbs
Size #4 Agg.	ASTM C-33	900 lbs.
AEA	ASTM C-260	6.2 oz.
Water	ASTM C-94	275 lbs. (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 D-156 and C-309. 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 NOTIFICATION

At least 48 hours prior to the start of construction at each location, the Contractor shall notify in writing the residents or businesses adjacent to the work. The notification shall 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 the Engineer prior to distribution.**

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 re-installation of bus stop signs.

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 the 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, top soil, 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.

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

No payment will be made for any removal beyond the limits marked by the Engineer. Payment for concrete shall include the cost of fibermesh reinforcement at crosspans, 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 the 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 on to 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 (Items 4 through 33) 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 for EROSION CONTROL shall be made on a lump sum basis and shall be full compensation to 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 saw cutting, removal, loading, and haul of existing crusher fines and landscape fabric to a disposal site. The work shall also include removal, loading, haul and disposal of existing base course sub base and other miscellaneous material to the depth of final finished subgrade. The work shall include subgrade preparation to a minimum depth of 12” as specified on the drawings or in the specifications and recompacted in accordance with the city of Louisville Construction Standards, unless otherwise noted. Existing asphalt shall become the property of the Contractor.

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.

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 provide 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 will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item.

NEW 6” CONCRETE

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of subgrade material, excavation, concrete removal, subgrade preparation, load, haul, disposal, compaction, backfill, grading, concrete, admixtures, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 6” CONCRETE to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

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

NEW 8” 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, subgrade preparation, load, haul, disposal, compaction, furnish and install fill material, backfill, grading, concrete, admixtures, fibermesh, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 8” CONCRETE WITH FIBERMESH to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for NEW 8” CONCRETE WITH FIBERMESH will be made on a field measured square foot basis and shall be full compensation for all work necessary to complete the item.

NEW 30’’ VERTICAL CURB AND GUTTER

1. Scope of Work

Work shall consist of furnishing all labor, materials, equipment, demolition, saw cutting, removal of subgrade material, excavation, concrete removal, subgrade preparation, load, haul, disposal, compaction, furnish and install fill material, backfill, grading, concrete, admixtures, fibermesh, expansion material, steel reinforcement, curing compound, sealant, incidentals and construction necessary to provide NEW 30’’ VERTICAL CURB AND GUTTER to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for NEW 30’’ VERTICAL CURB AND GUTTER will be made on a field measured lineal foot basis and shall be full compensation for all work necessary to complete the item.

REMOVE 30” CURB AND GUTTER

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 provide REMOVE 30” CURB AND GUTTER to the limits as shown on the plans and as directed by the Engineer.

2. Method of Measurement and Payment

Payment for REMOVE 30” CURB AND GUTTER will be made on a field measured lineal foot basis and shall be full compensation for all work necessary to complete the item.

END OF SECTION 02 40 00

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Demolition, removal, salvage and disposal of existing site features, fences, structures and materials where indicated on the drawings and as specified in this section.

B. Demolition and removal of concrete foundations, sidewalks, concrete and asphaltic paving

1.2 RELATED SECTIONS

A. Section 01 50 00 - Temporary Construction Facilities

B. Section 31 00 00 - Earthwork

C. Section 32 92 11 - Seeding

1.3 SUBMITTALS

A. Permits and Certificates.

1. Permits and notices authorizing building demolition.

2. Certificates of severance of utility service.

3. Permit for transport and disposal of debris.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division One specifications.

B. Accurately record actual locations of capped utilities and subsurface obstructions.

1.5 REGULATORY REQUIREMENTS

A. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control, and disposal.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Do not close or obstruct roadways, sidewalks, or hydrants without written permission from Owner.

E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

1.6 SCHEDULING

A. Schedule and submit under provisions of Division One specifications.

B. Provide detailed descriptions for demolition and removal procedures.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Fill Material: Use on site fill material under provisions of Section 31 00 00.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify areas to be demolished are unoccupied and discontinued in use.

B. Do not commence work until conditions are acceptable to Engineer.

3.2 PREPARATION

A. Provide, erect, and maintain temporary barriers, enclosures, security fences and shoring at demolition locations in accordance with Division One and other related specifications to protect personnel.

B. Protect existing structures and utilities which are not to be demolished.

C. Provide temporary wiring and connections to maintain existing telephone, electrical, instrumentation and control systems in service during construction.

D. Protect designated trees and plants from damage.

E. Mark location of existing utilities.

3.3 GENERAL REQUIREMENTS

A. Sprinkle Work with water to minimize dust where applicable. Provide hoses and water connections for this purpose.

B. Do not use water to extent causing flooding, contaminated runoff, or icing.

C. Remove demolished material from the site.

D. Repair damage to adjacent structures.

E. Remove existing exposed piping and electrical wiring and conduit to be abandoned to structural surface, cut flush, and finish to match existing surfaces.

F. Remove buried piping, wiring, and conduit to be abandoned as required for the Work. Plug the remainder flush.

3.4 DISPOSAL

A. Do not store or burn waste materials on-site.

B. Transport demolition debris to designated off-site disposal area.

3.5 SITE DEMOLITION

A. Disconnect, remove, cap and identify designated utilities within demolition area.

B. Remove asphalt paving, parkway, curb, gutter, sidewalk and other concrete work to facilitate construction. Remove concrete to nearest joint beyond demolition area.

C. Remove and dispose of all existing site fencing

D. Remove storm sewer items where shown on the drawings.

E. Backfill areas excavated caused as a result of demolition, in accordance with Section 31 00 00.

F. Rough grade and compact areas affected by demolition to maintain site grades and contours as shown on drawings.

G. Remove demolished materials from site.

H. Do not burn or bury materials on site, unless otherwise directed by Owner. Leave site in clean condition.

3.6 ELECTRICAL DEMOLITION

A. General:

1. Remove, relocate and extend existing installation to accommodate new construction.

B. Existing electrical service:

1. Work by Public Service Company

a. Remove and relocate light poles as detailed on the electrical plans and specifications.

2. Work by Contractor:

   a. Provide standby power conduit and cables for temporary use during construction. Completely remove temporary service after new permanent service is installed.

3.7 TREE REMOVAL

A. Use caution to prevent disturbances to the roots of existing trees that are to remain. Stumps of trees that are removed shall be ground to a depth of two feet below surface elevation, using caution to avoid damage to any utilities. Coordinate with landscape architect.

END OF SECTION 02 41 00

SECTION 02 60 00

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 2023 Concrete Replacement Project to complete the work.

This work consist 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 for Streets and Highways 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 for Streets and Highways, 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 CORRRECTED 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 the Contractor to notify the following agencies:

1. Police Department.....303-441-4444
2. Louisville Fire Protection District 303-666-8809
3. City of Louisville Operations and Maintenance Department 303-335-4750
4. AMR Ambulance Service 303-665-6623
5. Boulder Valley School District 303-447-1010
6. Boulder County Communications.....303-441-4444
7. Regional Transportation District 303-443-0100

In addition to the above agencies and organizations, the Contractor shall notify the Post Office and local Trash Companies.

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 the 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.

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 the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The 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.

The 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 the Engineer. The 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 the 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.

The 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 street light 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.

The Contractor shall not be allowed to begin operations, which require traffic control until the setup of traffic control devices is completed. Also, the 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 the 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 the Engineer by the 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 the 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 the Engineer.

The 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 the 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 the Engineer.

Lane widths in work zones shall be 12 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.

The 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

The Contractor shall maintain access to the parking lot at all times unless otherwise approved by the Engineer. During non working hours the Contractor shall maintain access to the roadways and driveways within the construction zone with temporary ramps.

Protection of Adjacent Property and Drives. The 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 the Engineer determines that the Contractor did not exercise reasonable care to protect the parking areas or street sections from unnecessary damage while accomplishing his work, the Contractor will be required to restore the damaged items to their original condition at his own expense. The 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 the 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 the Engineer and shall be suitably marked by the Contractor, prior to beginning work.

Should the 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

The Contractor shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. The Contractor shall also notify these persons in case of an emergency.

City of Louisville Public Works – Cameron Fowlkes 303-335-4609
City of Louisville Operations Division – 303-335-4750
City of Louisville Police Department – Boulder Dispatch 303-441-4444
City of Louisville Fire Department - Fire Marshall 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 the Engineer at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following:

The 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 the 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 The 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. The 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 form 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 retro reflectivity. 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 Delete Subsection 630.14, 630.15 and replace with the following:

4.2 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 the Contractor.

Traffic Control Supervisor will not be paid for separately, but shall be included in the work.

Preparation of the MHT will not be paid for separately but shall be included in the work.

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 02 60 00

SECTION 11 68 13

PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Playground Equipment

1.2 RELATED SECTIONS AND DOCUMENTS

A. Drawings and general provisions of the Construction Contract, and Division-01 Specification sections apply to work of this section.

B. Section 32 18 40: Poured in Place Rubberized Surfacing

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for each item of equipment required, for the engineered wood fiber (EWF) rubberized poured-in-place (PIP) or synthetic turf and associated drainage system. Provide manufacturer’s samples for review.

B. Play Equipment Product Data: Provide statement of accessibility from manufacturer, including the total number of play components as well as total number of accessible components. Provide both plan view and 3-dimensional views of equipment.

1.4 REFERENCES

A. Safety:
   1. American Society for Testing and Materials (ASTM) designation F1487 98(or current issue) “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.”
      a. U.S. Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety (Publication No. 325) (based on ASTM F 1487).
      b. CPSC Playground Surfacing Materials (Publication No. 325).
      c. CPSC Guidelines for Movable Soccer Goal Safety (Publication No.326).

1.5 QUALITY ASSURANCE

A. Place no PIP until all structures have been placed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All requests for substitutions must be submitted in writing with supporting documentation by or through the contractor to the Owner for evaluation and final approval.

B. Play Equipment:

1. Memory Square Park: Custom designed MVP play equipment. Contact MVP Playgrounds, Jose Martinez, 303-305-6266, jose@mvpplaygrounds.com

2. Recreation & Senior Center: Custom designed Playworld play equipment. Contact Star Playgrounds, Addie Berube, 303-889-9736, addie@starplaygrounds.com

2.2 DRAIN PIPE

A. Drainpipe shall be Polyvinylchloride (PVC) pipe, bell end, perforated to meet ASTM 2729.

PART 3 - EXECUTION

3.1 INSTALLER

A. Playground equipment and synthetic turf surfacing shall be installed only by person trained and certified by the manufacturer.

3.2 INSPECTION

A. Verify gradients and elevations of base. Verify compaction for all footings and subgrades. Beginning of installation means acceptance of existing conditions.

3.3 PREPARATION

A. Before geotextile fabric has been installed, locate each item of equipment accurately as indicated. Obtain field verification of location for each item from Owner's Representative before proceeding.

B. Existing Equipment: Sand and repaint with Valspar Vthane or equal. Color to be determined.

3.4 GENERAL

A. Fine grading: Fine grade all areas to prepare for installation. Remove all sticks, stones or clods over 1” in diameter and grade soil smoothly and evenly.

B. Drainage system and Geotextile Fabric: Place geotextile fabric, overlap all seams by 12” minimum. Sew or glue any overlapping seams together so monolithic surface is created. Attach fabric securely as shown on plans. Install drainage system and connect to storm drain as shown on plans.

C. Rubberized Surfacing: Depth per manufacturer’s recommendations for play equipment fall heights.

3.5 FIELD QUALITY CONTROL

A. All items must be protected from staining, cracking, chipping, vandalism, and other drainage during progress of the work and left in a first-class condition upon completion.

B. Regularly inspect and maintain ground surfaces to ensure continued compliance with ASTM F1951.

END OF SECTION 11 68 13

SECTION 32 18 40
POURED-IN-PLACE RESILIENT MATTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to this section.

1.2 SUMMARY

B. The Contractor shall supply all labor, materials and equipment necessary to furnish and install a synthetic, resilient material of gradated rubber granules and aromatic urethane binding agents mixed and poured-in-place on site, as required by the drawings and specifications.

1.3 RELATED SECTIONS

A. Division 31 – Earth Moving.

B. Division 11 – Playground Equipment and Structures.

1.4 QUALITY ASSURANCES

A. Qualifications/References: The Contractor or subcontractor must have proven successful experience in the construction installation of poured in place resilient matting within the last three (3) years. The Contractor or their subcontractor designated to perform this work, shall be required to submit three (3) references, 2 of which are in similar climates, for projects, which demonstrate successful experience with similar work. These projects must have been installed for a minimum of one (1) year. The installation must be completed by certified factory installers from the location of the manufacturer.

1.5 SUBMITTALS

A. Submittals: The Contractor shall submit two copies of the manufacturer's product data and installation details showing all dimensions, details, accessories and installation instructions.
   1. The Contractor shall submit the following samples to the Owner’s Representative within ten (10) days after the Notice to Proceed.
      a. Material Samples - samples of each color of resilient matting being poured on the project. The samples shall be submitted to the Owner’s Representative for approval upon request.
   2. The Contractor shall submit the following test reports to the Owner’s Representative within ten (10) days after the Notice to Proceed.
      a. Test Reports - A copy of manufacturer's test reports indicating compliance with the latest U.S. Consumer Product Safety Commission's Technical Guidelines for Public Playground Safety with regard to thickness of product beneath various equipment height ranges. IPEMA certification required – 1292-99 impact testing. In order to determine performance and longevity, the

following test reports shall be required and tested by a certified laboratory. The tests must certify that each material item has been tested for the following physical properties:

i. ASTM F-1292, Shock attenuation and HIC
ii. ASTM E-108, Flame Spread
iii. ASTM E-303, Skid Resistance
iv. ASTM D-412, Tensile Strength
v. ASTM D-6241/86, Tear Resistance
vi. Permeability
vii. Proof that the product has been manufactured for at least 5 years.
viii. Material safety data sheets.
ix. Copy of a list of recommended maintenance procedures.
x. Include fall heights and use zones for equipment and structures specified in Section 11 68 00 – Play Equipment and Structures.
xi. Coordinate with the critical heights for protective surfacing.

1.6 GUARANTEE AND REPLACEMENT

A. Warranty and Guarantee: The manufacturer shall guarantee all materials to be free from defects in workmanship and materials for a period of ten (10) years. Defects include edge raveling, resistance to mildew, bacterial growth, bubbling, delaminating, peeling, loss of integrity, color fading, shedding, cracking, shrinkage and poor UV stability, temporary yellowing or discoloration. The manufacturer must warrant the product to perform in accordance with specifications and against material breakdowns caused by failure of chemical bond under normal use.

1.7 DELIVERY, STORAGE, & HANDLING

A. Deliver, store and handle all resilient matting materials to prevent damage and deterioration. All damage, cuts, tears to bags, etc., resulting from improper handling will be the responsibility of the Contractor, and will be replaced at the Contractor's expense as deemed necessary by the Owner’s Representative. Store and protect as required in cold weather conditions.

PART 2 – PRODUCTS

2.1 RESILIENT MATTING MATERIAL

A. New resilient matting material shall be a seamless, poured-in-place, hand-troweled application. The surfacing system shall consist of a rubber SBR cushion layer and a top EPDM rubber granule wearing course. All rubber granules shall be bound together with a aromatic urethane binder. The entire system is poured over a compacted aggregate base course. The thickness of the layers shall be from manufacturers recommendations based on possible fall height.

1. The following manufacturer’s and products have been specified as those which are pre-approved and accepted as equal due to warranty, guarantee and materials required for maximum strength and durability.
   - “Playbound” by Surface America

- "GT Impax" by Gametime
- "Tot turf" by Robertson Industries, Inc.
- "Pebble Flex" by Landscape Structures
- "SpectraPour" by Spectra Turf Global Surfacing Systems
- "Surface Max" by Play & Park Structures

B. Materials

1. Aromatic Urethane Binder: Two component urethane. Binder shall contain no solvents, have a low odor, and ultra violet resistant.
2. Wearing Course: Ethylene-Propylene-Dien-Monomere (EPDM) pigmented synthetic rubber granules chipped and gradated to 1-3.5 mm in size. Strand or shredded rubber is not acceptable. Binder for the wearing course only shall be non-ambering and alaphatic.
3. Cushion Course: Styrene-Butadien-Rubber (SBR) processed rubber granules, cellular rubber granules and polyurethane binder. The entire surface system shall be permeable to water at approximately 0.5 gal/sec.
4. Colors: See plans for wearing course colors. Selection shall be made from the standard available colors. Cushion course shall be all black – no color. Wearing course colors shall be as specified herein. Owner's Representative has the right to reject the material on the basis of color or color mix inconsistency. Submit the following samples for approval:
   a. Color as specified on plans.
   b. Shop drawings required.
5. Concrete: Install per plans and details and per Section 32 13 00 Rigid Paving.

PART 3 – EXECUTION

3.1 RESILIENT MATTING MATERIAL

A. Subbase and Surface Preparation: The entire area is to be cleaned of all trees, stumps, vegetation and topsoil. Prepare the subbase by scarifying existing surface, raking and conforming to a consistent level below top of existing concrete edger, and then roll to a compacted state. The subbase shall be brought to required grades, stable, properly compacted and frost-free. Remove any existing soil, if too high, or fill and compact as needed. When fill is required it shall be placed in six-inch lifts and compacted to a density of 95% proctor. Spray play surface area with water to achieve 95% proctor.

1. See Section 31 00 00, Earthwork, for sub-base compaction requirements.

B. Slope: All play areas shall be sloped according to plans. All succeeding construction shall conform to the same slope.

C. Cushion Course: Contractor shall install thick cushion course (thickness as required by manufacturer to meet play equipment fall heights) over the concrete base. The total thickness shall be recommended per ASTM 1292-99.

1. The Contractor shall adhere to the following installation procedure:
   a. Determine manageable batch size.

b. Thoroughly mix ingredients by mechanical drum mixer to ensure all granules are coated. Rubber granules, binder and mixing additives must be mixed at least 2 minutes to ensure a complete coating of particles.
c. Establish reference points using screed strips to establish proper depth of Poured-in-Place cushion course. The cushion course shall be Poured-in-Place by means of screeding and hand troweled to maintain a seamless application.
d. Prior to placement of the cushion course, the Contractor shall prime the vertical edges of all existing concrete to ensure matting does not pull away from edges.
e. Allow the cushion course to cure completely before installing the top wearing course surface.

D. Top Wearing Course: The poured cap material shall be composed of EPDM granular rubber and polyurethane resin. The thickness of the poured cap material shall be determined by manufacturer but shall not be less than ½" thick. The wearing course shall be screed, troweled, and compacted onto the cushion course. To maintain a seamless application, the top-wearing course must be completed within one working day. All rubber shall remain consistent in gradation and size. Color tinted binder will not be allowed.

1. The wearing course must be compacted manually by using hand trowels and light rollers.
2. All mixing shall be done by means of the mixmatic M 1200 D. Rubber granules, polyurethane binder and mixing additives must be mixed at least 2 minutes to ensure a complete coating of the particles.
3. Edges of color areas shall be defined by neatly cut, smooth flowing curves and lines.

E. Curing Time: Curing time in between the cushion course and top wearing course shall be approximately 12 hours. Curing time before use must be at least 48 hours after completion of wearing surface.

F. Weather Limitations: The matting shall not be applied during adverse weather conditions, such as rain, sleet or snowstorms. Based on specific manufacturer's recommendations, resilient matting shall not be installed if temperature is below 50°F. Should any additional cold weather curing ingredients be needed, it shall be at the Contractor's expense.

G. Protection: The Contractor shall be responsible for the protection of the resilient matting during the installation process. The Contractor shall also be responsible for the protection of the surface during curing period following the completion of the installation. It is required that a temporary 6' high chain link security fence be installed around the perimeter of all the playgrounds from the start of construction through project final acceptance.

H. Any damages to the surfacing during this curing period shall be paid for at the Contractor's expense.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests.

B. Perform the following tests with the assistance of a factory-authorized service representative:
   1. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.

C. Playground protective surfacing will be considered defective if it does not pass tests.

D. Prepare test reports and deliver to Owner upon completion.

3.3 MAINTENANCE AND CLEANUP

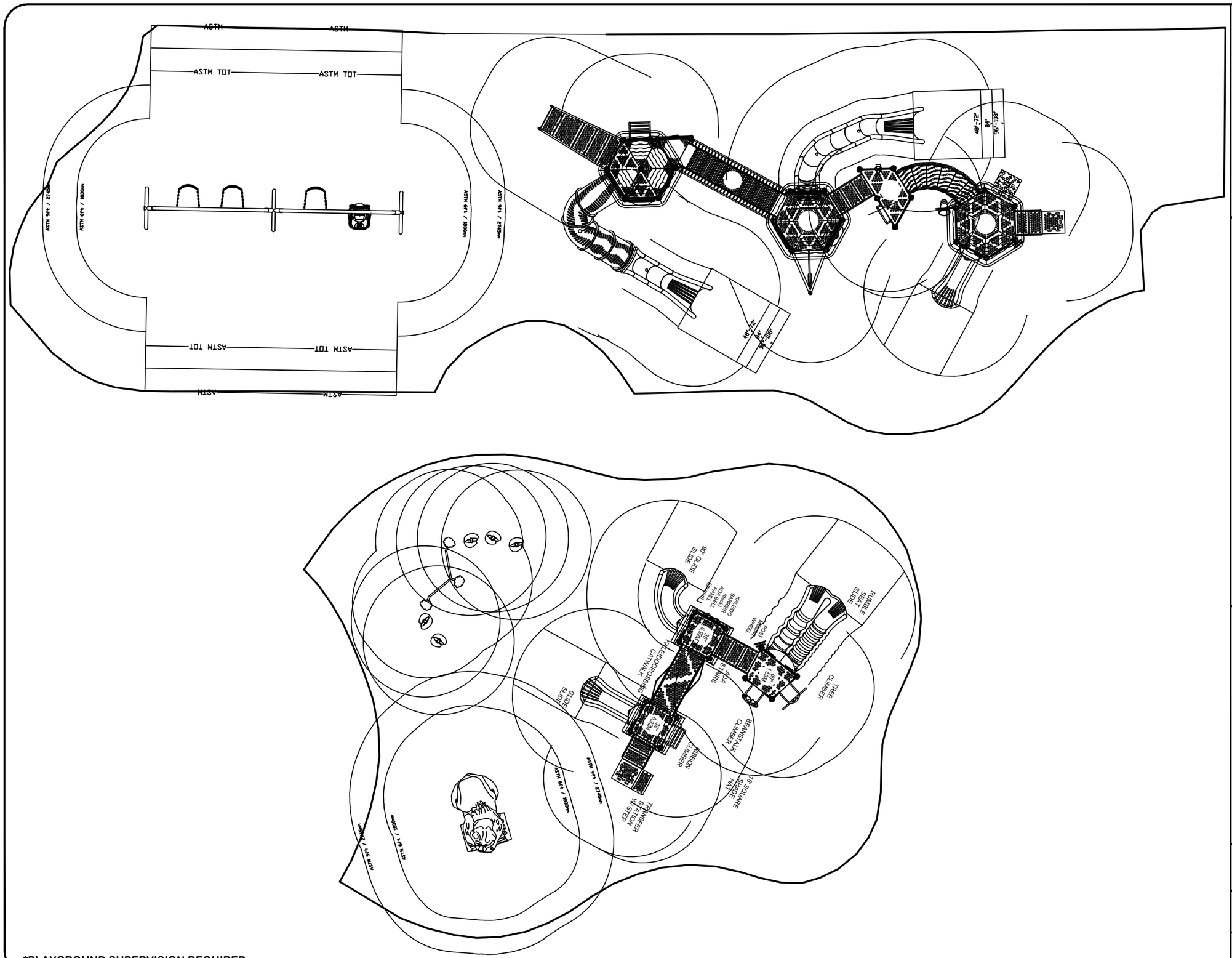
A. Upon completion of work, the Contractor shall remove all containers and surplus materials leaving the site in a clean and orderly condition acceptable to the Owner’s Representative.

B. Contractor shall provide the Owner’s Representative with a certificate of satisfactory workmanship and warranty application to Surfacing Manufacturer.

C. Contractor shall supply the Owner’s Representative with surfacing maintenance guidelines at the completion of the project.

D. Contractor shall supply the Owner’s with two (2) extra fifty (50) pound bags of each identical wear surface color of EPDM granular rubber used for the project and a five (5) gallon pail of resin.

END OF SECTION 32 18 40



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

EQUIPMENT SIZE:
COMBINED: 115' x 45' x 19'

USE ZONE:
COMBINED: 123' x 53'

AREA: **4831 SqFt.**

PERIMETER: **432 Ft.**

FALL HEIGHT:
9 Ft.

USER CAPACITY: **114**

AGE GROUP: **2-12**

ADA SCHEDULE

	Total Elevated Play Activities: 25		
	Total Ground-Level Play Activities: 8		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	13	8	6
Provided	25	8	6

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO: **13752C**

SCALE: **3/32"=1'-0"**

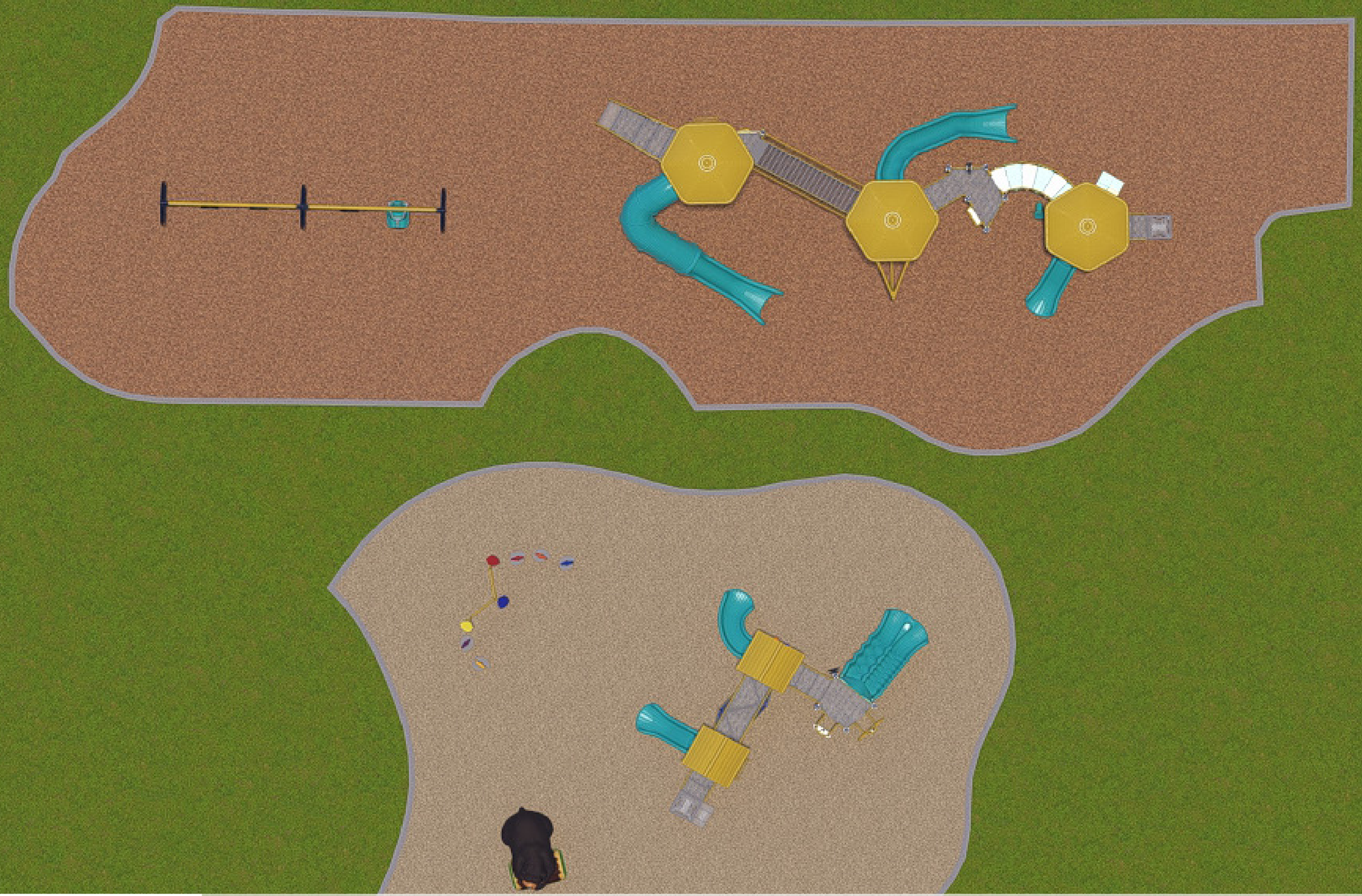
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Paper Size **B**

DATE: **02-12-26**

RECREATION AND SENIOR CENTER

LOUISVILLE, CO



Louisville Recreation and Senior Center - Option 1

Sales Representative:

STAR Playgrounds
stellar design and installation

Equipment Manufacturers:

PLAYWORLD
The world needs play.

Berliner
Play equipment for life

LAPPSET
Movement for every heartbeat

earthscape

ExoFit
Outdoor Fitness



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City of Louisville
COLORADO • SINCE 1878

NOTICE OF AWARD

DATE

NAME
COMPANY

NAME

Please be advised that on _____ the City of Louisville, Colorado City Council awarded the **construction of playground replacements at _____** to your company in the amount of **_____** per your bid submitted _____.

In accordance with the Contract Documents, you are required to execute the Agreement and return a copy with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by _____.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

CITY OF LOUISVILLE, COLORADO

By: _____
Bryon Weber

Title: Project Manager – PROS

ACCEPTED BY:

By: _____
NAME

Title: TITLE

City of Louisville
COLORADO • SINCE 1878

PERFORMANCE BOND

_____, as Principal, hereinafter called the Contractor,

And _____, as Surety, with general offices in

_____
a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of _____

($_____) in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated _____, 2023, for _____ in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this bond shall be null and void; otherwise, the Surety shall promptly remedy the default, or shall promptly 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a Bid or Bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion plus liquidated damages additional costs pursuant to Section 12.2 of the General Conditions of the Contract less the balance of the contract price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount paid by the City to Contractor.

In addition, if the Contractor or a subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or subcontractor in performance of the Contract, or shall fail to duly pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in the amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-106, C.R.S.

City of Louisville
COLORADO • SINCE 1878

Performance Bond (Continued)

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract of Work to be performed thereunder or the specifications of the Contract Documents shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

SIGNED AND SEALED this_____day of _____, 2023.

_____	_____
(Contractor)	**(Surety Company)**
By: _____	Address: _____
(President)	
_____	By: _____
(Attest)	(Attorney-in-fact)

City of Louisville
COLORADO • SINCE 1878

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

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

(Firm)_____
(Address)_____
hereinafter referred to as "the Surety", are held and firmly bound unto the
CITY OF LOUISVILLE, 749 MAIN STREET, LOUISVILLE, COLORADO a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of
_____ Dollars
($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the performance of

_____

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

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-105, C.R.S.

City of Louisville
COLORADO • SINCE 1878

Labor and Material Payment Bond (Continued)

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

IN THE PRESENCE OF:

PRINCIPAL

_____

_____

PRINCIPAL:

BY: _____

_____

(Title)

(Corporate Seal)

Addresses:

_____

_____

_____

IN THE PRESENCE OF:

_____

_____

OTHER PARTNERS:

By: _____

By: _____

IN THE PRESENCE OF:

_____

_____

SURETY:

By: _____

(Attorney-in fact)

Address:

(Surety Seal)

_____

_____

NOTE: Date of Bond must not be prior to date of Agreement.
If Contractor is a Partnership, all partners must execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the state of Colorado and be acceptable to the Owner.

City of Louisville
COLORADO • SINCE 1878

NOTICE TO PROCEED

DATE

NAME
COMPANY

You are hereby notified that the Contract Time under the above Contract will commence to run on _____. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within _____ **Contract Days** thereafter. The date of substantial completion of all Work is therefore _____.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Bryon Weber

Title: Project Manager – Parks, Recreation & Open Space

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

City of Louisville
COLORADO • SINCE 1878

CHANGE ORDER

CHANGE ORDER #: 02

DATED:

AGREEMENT DATE:

The following changes are hereby made to the Contract Documents:
Description: _____

			Unit S	$ COST
	TOTAL			

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	$_____
Set change previous Change Orders No. 0 to 0	$_____
Contract price prior to this Change Order	$_____
Net adjustment resulting from this Change Order (+/-)	$_____
Current contract price including this Change Order	$_____

ADJUSTMENT TO CONTRACT TIME:

Original contract time (days or date)	_____
Net change previous Change Orders No. __ to __ (days)	_____
Contract time prior to this Change Order (days or date)	_____
Net Adjustment Resulting from this Change Order (days)	_____
Current contract time including this Change Order (days or date)	_____

The Contractor's signature below indicates acceptance of full settlement for the work described, both direct and indirect costs. Any claims for additional costs associated with this Change Order will not be considered.

Recommended:	Approved:	Accepted:
CITY OF LOUISVILLE, COLORADO	CITY OF LOUISVILLE, COLORADO	_____
PROJECT MANAGER	OWNER	CONTRACTOR
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

City of Louisville
COLORADO • SINCE 1878

FIELD ORDER

No._____

TO: _____

DATE ISSUED: _____

You are hereby directed and instructed to execute promptly minor variations in the Work by this Field Order as follows:

Attachments:

This form shall be used to authorize minor variations in the Work from the requirements of the Contract Documents, which do not include an adjustment in the Contract Price or the Contract Times.

CITY OF LOUISVILLE		**ACCEPTED BY CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

City of Louisville
COLORADO • SINCE 1878

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work that, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the contract Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE. Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once authorized by Engineer a copy will be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

City of Louisville
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WORK CHANGE DIRECTIVE

DIRECTIVE No. _____

DATE ISSUED: _____ EFFECTIVE DATE: _____

You are directed to proceed promptly with the following change(s):

Description:

_____
_____
_____

Purpose of Work Change Directive:

_____
_____
_____

Attachments (List documents supporting change):

_____
_____
_____

If a claim is made that the above change(s) have affected Contract Price of Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

____ Unit Prices
____ Lump Sum
____ Other _____
_____
_____

Method of determining change in Contract Times:

____ Contractor's Records
____ Engineer's Records
____ Other _____
_____
_____

Estimated increase (decrease) in Contract Price:
$_____
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times
Substantial Completion: _____days;
Ready for final payment: _____days.
If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

_____
ENGINEER

BY: _____

ACCEPTED:

_____
CONTRACTOR

BY: _____

City of Louisville
COLORADO • SINCE 1878

APPLICATION FOR PAYMENT

SAMPLE – SEE DIGITAL FILE PROVIDED BY PROJECT MANAGER

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 20___
PROJECT: CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 301312-660022

DATE SUBMITTED: _____, 20___

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027

CONTRACTOR: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY PREVIOUS PERIOD	QUANTITY THIS PERIOD	QUANTITY TOTAL TO DATE	AMOUNT PREVIOUS PAYMENT	AMOUNT THIS PAYMENT	AMOUNT TOTAL PAYMENT	PERCENT (%) COMPLETE
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
				$	$				$	$	$	
TOTAL BID PRICE					$							

TOTAL AMOUNT TO DATE $_____
AMOUNT PREVIOUS PAYMENT(S) $_____
RETAINAGE TO DATE
PROGRESS PAYMENT NO. ____ AMOUNT TO CONTRACTOR THIS INVOICE $_____

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

1. All previous progress payments received from OWNER on account of Work completed under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive.
2. Title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such claim, security interest or encumbrance.)
3. Work covered by this Application for Payment is in accordance with the Contract Documents and not DEFECTIVE as that term is defined in the Contract Documents.

CONTRACTOR: _____
TOTAL AMOUNT ACCEPTED FOR COMPLETED WORK DESCRIBED ABOVE.

OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT

NAME: _____ DATE: _____
TITLE: _____

NAME: _____ DATE: _____
TITLE: _____

City of Louisville
COLORADO • SINCE 1878

CONTRACTOR'S PROPOSAL REQUEST

(Not a Change Order)

DATE SUBMITTED: _____ **No.** _____

TO: _____

We hereby request the cost of the following proposed change in the Contract. A breakdown of the proposed cost is attached.

Description of the proposed change:

_____

_____

_____

_____

_____

All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents. If the Work herein requested is approved by Change Order, the time of completion will be (increased), (decreased), (unchanged) by _____ calendar days.

New Substantial Completion Date: _____, 2023

This change will:

___ Increase the Contract by $_____
___ Decrease the Contract by $_____
___ No change in the Contract

SUBMITTED BY CONTRACTOR

BY: _____

TITLE:_____

DATE:_____

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: _____

TITLE:_____

DATE:_____

City of Louisville
COLORADO • SINCE 1878

CONTRACTOR'S OVERTIME REQUEST

DATE SUBMITTED: _____

TO: _____

We hereby request to perform work on overtime in accordance with the terms, stipulations, and conditions of the Contract Documents.

Requested date of overtime work: _____

Requested hours of overtime work: _____ **(a. m./p. m.) to** _____ **(a. m./p. m.)**

Description of proposed overtime work:

_____

_____

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, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, or 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, ENGINEERs and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, or at night 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.

Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday thru Thursday, and from 3:30 p.m. to 8:00 p.m. Friday.

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: CONTRACTOR

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____

_____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

<DATE>
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following documents are attached to and made a part of this Certificate of Substantial Completion:

Attachments:

_____

_____

_____

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.)

(CONTINUED NEXT PAGE)

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF SUBSTANTIAL COMPLETION (CONTINUED)

This certificate does not constitute an acceptance of Work or start of the guarantee period nor its release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Issuance of Substantial Completion does not commence the guarantee period with this certificate.

CITY OF LOUISVILLE, COLORADO		**ACCEPTED BY CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

City of Louisville
COLORADO • SINCE 1878

FINAL INSPECTION REPORT

DATE:

TO:

The OWNER has performed final inspection of the Work, and accepts the Work subject to the Contractor's performance and completion of the following repairs, corrections and/or replacements:

_____

_____

_____

_____

_____

The OWNER **does**/does not (circle) hereby finally accept the work, and hereby certifies that the Contractor is eligible to receive final payment of the Work.

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: Project Manager _____	TITLE: _____
DATE: _____	DATE: _____

City of Louisville
COLORADO • SINCE 1878

CERTIFICATE OF FINAL COMPLETION

DATE:

TO:

This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

_____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of the Project Manager and the Work is hereby declared to be complete in accordance with the Contract Documents on

_____
DATE OF FINAL COMPLETION

In consideration therefor, the OWNER agrees to make Final Payment to Contractor of all amounts retained by OWNER, except such amounts that are subject to verified claims pursuant to Section 38-26-107, C.R.S, if any.

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: Project Manager _____	TITLE: _____
DATE: _____	DATE:

City of Louisville
COLORADO • SINCE 1878

GUARANTEE PERIOD INSPECTION REPORT

DATE:

TO:

The City of Louisville's authorized representative performed the guarantee period inspection on _____, 20 ___, which guarantee was originally due to expire on _____, 20___.

The OWNER hereby determines that the project has ___/ has not ___ satisfactorily met the conditions required to pass the guarantee period inspection.

The identified following items of Work are defective and must be repaired, corrected and/or replaced:

_____

_____

_____

_____

_____

The guarantee period shall be extended for the items listed above until the following date:

_____

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

City of Louisville
COLORADO • SINCE 1878

FINAL CLAIM RELEASE & ACCEPTANCE

Application for Payment Number: _____
Application for Payment Amount: _____
Application for Payment Date: _____

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: PROJECT NAME

Description of Property: PROJECT LOCATION, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

City of Louisville
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FINAL CLAIM RELEASE & ACCEPTANCE (CONTINUED)

As contactor on the above described project, we further accept the pay quantities and final payment indicated on the final payment application as correct. The above noted final payment of $_____ results in total cumulative payment of $_____ for this project. By accepting this final payment, we accept that the final payment application is full and complete, that no other or further amounts are due to the undersigned, and we hereby waive and release all rights, claims and liens arising from the completion of work under the Contract Documents.

The undersigned representative certifies to have full authority to execute this instrument and to bind the contractor to all statement and provisions herein contained.

_____ _____

PRIME CONTRACTOR

By: _____ _____

President

Date: _____ _____

City of Louisville
COLORADO • SINCE 1878

CLAIM RELEASE – SUBCONTRACTOR/SUPPLIER

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: PROJECT NAME

Description of Property: PROJECT LOCATION, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made, and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

SUPPLIER OR SUBCONTRACTOR	**PRIME CONTRACTOR**
By: _____	By: _____
President	President
Date: _____	Date: _____

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 7.E.

Subject: Resolution No. 47, Series 2026 — A Resolution Adopting the Louisville Code of Conduct

Date: May 19, 2026

Prepared By: Samma Fox, Deputy City Manager

Presented By: Samma Fox, Deputy City Manager

Summary:
The purpose of this item is for Council to adopt an external facing Code of Conduct to cultivate welcoming and productive workspaces and inclusive public spaces where clear expectations foster an environment that is enjoyable, safe, and respectful for everyone.

Background / Prior Discussions:
The Louisville City Charter contains a Code of Ethics and Codes of Conduct exist for specific facilities (Library, Recreation & Senior Center).

Development Proposal:
N/A

Analysis:
As City employees, staff routinely engage with a wide range of individuals—residents, customers, consultants, and visitors. While most interactions are respectful and constructive, staff may occasionally encounter behavior that is challenging, disruptive, or unacceptable. In recent years, the number of these interactions has been rising. It is important to be clear: **no employee is expected to tolerate abusive, aggressive, or otherwise inappropriate language or behavior.** Their safety and wellbeing comes first.

An external facing Code of Conduct, which applies to City Council, Boards and Commissions, and members of the public when interacting with the City, is a step towards creating the welcoming, safe, productive, and respectful environment that aligns with Louisville's vision.

> *The City of Louisville is committed to being an equitable, resilient, and sustainable community where everyone has the opportunity to thrive–now and for future generations. We strive for a vibrant future where Louisville will evolve and adapt to change in ways that respect our past and support our high quality of life.*

The proposed Code of Conduct does not replace, but supplements existing language.

For example, this overarching Code of Conduct does not replace or conflict with existing Codes of Conducts at specific facilities. Those will remain in place and enforceable, in addition to this new Code of Conduct.

Once adopted this Code of Conduct will be posted at City locations and available for staff use. In alignment with this Code of Conduct, the City Manager has provided staff with the following direction:

1. If at any point you feel unsafe, remove yourself from the situation immediately and call 911.
2. If an interaction does not create an immediate safety concern but involves behavior that is inappropriate, disruptive, or makes you uncomfortable, the expectation is that you will disengage, remove yourself from the situation, and seek support.
3. You may provide the individual with the name and contact information for your supervisor and refer them to that person moving forward.
4. If the situation persists and previous steps to resolve it have not been successful, or the situation is severe enough, then the situation should be escalated to the Department Head, Deputy City Manager, or City Manager.
5. In all situations, notify your supervisor of the interaction.

Council adoption provides an important indication of support for City of Louisville staff.

Council Work Plan:
This item is not specifically listed on the Council Work Plan, however, support of City staff supports all items on Council's Work Plan.

Fiscal Impact:
N/A

Alternatives:
Council may chose to adopt this Code of Conduct, ask for amendments, or not adopt. It would be important for Council to clearly articulate any changes they have, along with the reason. Articulating the reasoning would be particularly important if Council chooses not to adopt the Code of Conduct.

Recommendation:
Staff recommends Council adoption of the external facing Code of Conduct.

Attachments:
1. Resolution No. 47, Series 2026
2. DRAFT - Louisville Code of Conduct_2026.05.14

RESOLUTION NO. 47
SERIES 2026

A RESOLUTION ADOPTING THE LOUISVILLE CODE OF CONDUCT

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

Section 1. The City Council hereby adopts the Louisville Code of Conduct, a copy of which accompanies this resolution.

PASSED AND ADOPTED this 19th day of May 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

LOUISVILLE CODE OF CONDUCT
Draft 05.14.2026

PURPOSE:
This policy aims to cultivate welcoming and productive workplaces and inclusive public spaces where clear expectations foster an environment that is enjoyable, safe and respectful for everyone. Recognizing that the City and its facilities are inclusive spaces and serving a diverse range of patrons, this policy underscores the City's commitment to supporting positive interactions for all.

The purpose of this policy is to set clear expectations and provide a fundamental standard for the respectful treatment of City staff by residents, patrons, vendors, and other individuals encountered while performing their duties. This policy applies to members of the Louisville City Council, all boards and commissions, and members of the public interacting with the City. Conduct of City staff continues to be guided by internal codes of conduct in City policies and procedures.

Further, this policy is intended to be complementary to and consistent with the principles outlined in the Louisville City Charter, the Louisville Municipal Code, and the City Council Work Plan, ensuring a cohesive and unified framework of conduct across all City operations and interactions.

CODE OF CONDUCT:
The City of Louisville welcomes all individuals and upholds the expectation that everyone will be treated with dignity and respect. To cultivate an environment where everyone feels safe, valued and welcome, all are expected to adhere to this Code of Conduct. Non-compliance with this Code may result in, but is not limited to, being asked to leave City facilities, the suspension or revocation of City-related privileges, or other consequences. Individuals are expected to be considerate and respectful. All City Council members, board and commission members, volunteers and members of the public shall treat every individual with patience, courtesy, and civility, fostering positive and constructive interactions.

Prohibited conduct includes, but is not limited to:

- Any form of abuse or unlawful behavior such as physical, sexual, verbal, vandalism, bullying, or harassment, including making overt or implied threats or shouting at or berating City staff
- Possessing firearms or weapons in City facilities in violation of the Louisville Municipal Code
- Exhibitionism, flashing, voyeurism, or peeping
- Visible drug or alcohol intoxication
- Excessive public displays of affection

DRAFT

- Absence of shoes or a shirt inside City facilities, with certain exceptions applicable only to patrons engaged in specific activities at the Recreation and Senior Center, or Memory Square Pool
- Refusal to leave City facilities at closing time for regular city business as posted, the conclusion of business meetings, City sponsored, events, or when directed by staff to do so
- Smoking/Vaping inside City facilities and in designated prohibited outdoor areas
- Creating excessive noise or any other conduct that disrupts others
- Using obscene language
- Noncompliance with direction from City staff or Police Officers
- Behavior that interferes with City operations, services and/or activities
- Behavior that interferes with the ability of staff to perform their duties
- Misusing, destroying, or damaging any city property or property of another person
- Any unlawful or disruptive behavior that significantly interferes with the safe or reasonable use of City spaces and facilities by others

DRAFT

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 10.A.

Subject: First Citywide and Revitalization Commission 2026 Budget Amendments

This will be the only reading of this item and final action may be taken. There will be one round of public comment.

Date: May 19, 2026

Prepared By: Ryder Bailey, CPA, Finance Director

Presented By: Ryder Bailey, CPA, Finance Director

Summary:
Staff is seeking the Council's approval of the First Amendment to the City and Revitalization Commission 2026 Budgets necessary to complete budgeted and existing Capital projects and Department Operational functions and goals.

Background / Prior Discussions:
This information was presented and recommended for approval by the City Council Finance Committee at their April 16th meeting.

Attached to this communication are Appendices (A-F) to the proposed Resolutions. The amendment contains six general sections/purposes, which can be summarized as Capital Carryforward of Prior Year appropriations, previously approved Council Capital and Operational Adjustments since the 2026 Budget Adoption, City Staff recommended appropriation adjustments, Adjustments to City Sources/Revenue, adjustments to interfund transfers and adjustments to LRC appropriations and revenues, all of which correspond to the following appendices:

1. Carry forward remaining and unused appropriations from 2025 to 2026 for capital projects that Council approved for 2025 but, for various reasons, need to extend into 2026. Staff is requesting unspent budgets for certain significant projects not completed or equipment not purchased in 2025 to be added to the 2026 budget. The total amount of this portion of the expenditure amendment, broken out by Fund as follows;

- Fund 101 – General Fund - $826,600
- Fund 202 – Conservation Trust - $558,500
- Fund 207 – Historical Preservation - $69,300
- Fund 208 – Recreation Center- $493,600
- Fund 210 – Open Space - $352,400

- Fund 211 – Parks - $535,000
- Fund 301 – Capital - $29,766,654
- Fund 501 – Utilities/Water - $13,212,600
- Fund 502 – Utilities/Waste Water - $2,267,300
- Fund 503 – Utilities/Storm - $337,400
- Fund 520 – Golf - $782,200
- Fund 602 – Technology - $5,800
- Fund 603 – Fleet - $170,700

Total - $49,377,654

*- Line item detail of this Section can be found in Appendix A.

Adopt previous Council-approved operational and capital appropriation adjustments to the 2026 expenditure budget for items that staff did not anticipate, or were not measurable, at the time Council adopted the original 2026 budget last November. The total amount of this portion of the expenditure amendment, broken out by fund is as follows;

- Fund 101 – General - $590,100
- Fund 208 – Recreation - $54,000
- Fund 301 – Capital - $286,000
- Fund 501 – Water - $211,000
- Fund 520 – Golf - $30,000

Total - $1,171,100

*- Line item detail of this Section can be found in Appendix B

3. Adopt other Staff Recommended operating appropriation adjustments to 2026 expenditures for golf pro shop merchandise to align with sales trends and projections. The total amount of this portion of the expenditure amendment, broken out by fund is as follows;
    - Fund 101 – General - <$7,000>
    - Fund 301 - Capital - $75,000
    - Fund 520 – Golf - $50,000

Total - $118,000

*- Line item detail of this Section can be found in Appendix C

4. Adopt Sources/ Revenue adjustments to the 2026 Budget. The total amount of this portion of the amendment, broken out by fund is as follows;

- Fund 101 – General - $2,916,450
- Fund 207 – Historical Preservation - $1,170,000

- Fund 210 – Open Space - $67,500
- Fund 301 – Capital - $23,115,900
- Fund 520 – Golf - $50,000

Total - $27,319,850

*- Line item detail of this Section can be found in Appendix D

5. Adopt Sources and Uses transfer appropriations to the 2026 Budget. The total amount of this portion of the amendment, broken out by fund is as follows;
    - Fund 208 – Recreation - $745,000
    - Fund 301 – Capital - $(895,000)
    - Fund 501 – Water - $150,000

Total - $0

*- Line item detail of this Section can be found in Appendix E.

6. Carry-forward unused appropriations from 2025 to 2026 for Louisville Revitalization Commission (LRC) that LRC and Council approved for 2025 but, for various reasons, need to extend into 2026 and Revenue adjustments to align with the County Assessors Final Assessed Valuation.
    - Fund 221 – Urban Revitalization District appropriations - $2,921,580
    - Fund 221 – Urban Revitalization District revenues - $161,530

Total Net Impact - $2,760,050

*- Line item detail of this Section can be found in Appendix F

Note: The proposed LRC budget amendment was reviewed and approved by the LRC at their April 8th meeting.

SUMMARY OF ADJUSTMENTS SINCE THE APRIL 16th, FINANCE COMMITTEE MEETING:

A few minor adjustments have been made to this item from the April Finance Committee presentation. Those include:

- An adjustment to 101121-620181 - 101 S Taylor Ave, decreasing by $25,000 to $75,000 to align with Council direction on March 3rd, is found in Appendix B.
- Increasing 301001-431000 Federal Grants by $525,000 to account for grant revenue in the Capital Fund. Found in Appendix D.
- Increasing 301211-640000 Patrol Vehicles by $75,000 to replace a totaled Police Patrol vehicle and 301001-465100 by $25,000 to account for insurance proceeds

to partially offset the cost. Found in Appendices C and D.

Development Proposal:
NA

Analysis:
Significant analysis is performed in the preparation of the proposed budget amendment. Including, but not limited to, reviewing prior year close and actual to budgetary variances, which results in much of the proposed entry, found in Exhibit A. Review of all City Council meeting agenda and minutes to compile Exhibit B. Review of revenues and timing and status of City Grants, to arrive at detail found in Exhibit D. Discussions between Finance and Department Staff to ensure appropriate budgetary amounts and entries are included in the consolidated entry.

Council Work Plan:
Core Services - Adopting, and amending as necessary, is a Core Service that is necessary to complete budgeted and existing Capital Projects and to achieve Department operational functions and goals.

Fiscal Impact:
The proposed budget amendment increases the City expenditure budget by $51,561,754, offset by additional revenues in the amount of $28,214,850, for a net impact to all City funds of $23,346,904.

The proposed budget amendment increases the appropriations within the LRC 2026 by $2,921,580 to $13,986,441 offset by additional revenues in the amount of $161,350, for a net impact of $2,760,050.

Upon approval of this adjustment, all funds with reserve requirements are to remain in full compliance with City Financial Reserve Policies.

Alternatives:
The Council could provide an alternative direction, such as adopting only a portion of the proposed amendment. This alternative is not recommended as many of these projects have been previously approved, are underway, and are at varying stages of completion.

Recommendation:
Council is being asked to approve the proposed budget amendments to the Budget Year 2026 necessary to complete budgeted and existing Capital projects and Department Operational functions and goals.

Attachments:

1. Resolution No. 48, Series 2026
2. Appendices A - E - to Attachment 1
3. Resolution No. 49, Series 2026
4. Appendix F - LRC to Attachment 2
5. Budget Amendment PPT 2026 05 19

RESOLUTION NO. 48
SERIES 2026

A RESOLUTION AMENDING THE 2026 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, CONSERVATION TRUST - LOTTERY FUND, HISTORIC PRESERVATION FUND, RECREATION FUND, OPEN SPACE FUND, PARKS FUND, CAPITAL PROJECTS FUND, WATER UTILITY FUND, WASTEWATER UTILITY FUND, STORM WATER UTILITY FUND, TECHNOLOGY MANAGEMENT FUND AND FLEET MANAGEMENT FUND FOR CARRY FORWARD OF APPROPRIATIONS AND ADDITIONAL APPROPRIATIONS WITHIN SUCH FUNDS AND ADJUSTING BUDGETED REVENUE IN THE GENERAL FUND, HISTORIC RESERVATION FUND, OPEN SPACE FUND, CAPITAL PROJECTS FUND, AND GOLF COURSE FUND

WHEREAS, the need exists to amend the 2026 budget by amending appropriations in the General Fund, Conservation Trust - Lottery Fund, Historic Preservation Fund, Recreation Fund, Open Space Fund, Parks Fund, Capital Projects Fund, Water Utility Fund, Wastewater Utility Fund, Storm Water Utility Fund, Golf Course Fund, Technology Management Fund and Fleet Management Fund for carry forward of appropriations and additional appropriations within such funds and adjusting budgeted revenue in the General Fund, Capital Projects Fund, Historic Preservation Fund, Open Space Fund, and Golf Course Fund; and

WHEREAS, the need to amend the 2026 budget arises:

1. To carry forward unused appropriations from 2025 to 2026 for projects that Council approved for 2025 but, for various reasons, needed to extend into 2026;
2. To adopt other operating and capital adjustments to the 2026 expenditure budget for previously Council-approved items since Council adopted the original 2026 budget;
3. To adopt other operating adjustments to the 2026 expenditure budget recommended by the Staff; and

WHEREAS, funding for any increase in appropriations will come from new/increased revenue or from fund reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO TO ADJUST APPROPRIATIONS AS FOLLOWS:

City of Louisville, Colorado
Schedule of Appropriations by Fund - 2026 Budget

Fund Description	2026 Adopted Budget	Sum of Budget Amendments	2026 Appropriations
General Fund	31,372,120	1,409,300	32,781,420
Conservation Trust-LotteryFund	305,600	558,500	864,100
Historic Preservation Fund	1,763,315	69,300	1,832,615
Recreation Center Fund	7,335,833	1,292,600	8,628,433
Open Space Fund	2,681,197	352,400	3,033,597
Parks Fund	2,946,392	535,000	3,481,392
Capital Projects Fund	22,456,257	30,127,654	52,583,911
Water Utility Fund	10,802,852	13,573,600	24,376,452
Wastewater Utility Fund	6,539,928	2,267,300	8,807,228
Storm Water Utility Fund	2,220,772	337,400	2,558,172
Golf Fund	3,506,310	862,200	4,368,510
Technology Management Fund	146,300	5,800	152,100
Fleet Management Fund	-	170,700	170,700
Total Appropriations	$ 92,076,876	$ 51,561,754	$ 143,638,630

Summary of Revenue Adjustments

Fund Description	Adopted Budget	Sum of Budget Amendments	2026 Revenues
General Fund	28,782,474	2,916,450	31,698,924
Historic Preservation Fund	1,163,626	1,170,000	2,333,626
Open Space Fund	2,669,346	67,500	2,736,846
Capital Projects Fund	16,068,067	24,010,900	40,078,967
Golf Course Fund	3,265,010	50,000	3,315,010
Total Revenues	$ 51,948,522	$ 28,214,850	$ 80,163,372

PASSED AND ADOPTED this 19th day of May 2026.

Christopher M Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Appendix A
City of Louisville, Colorado
2026 Budget Amendment Detail
Changes to 2026 Expenditure Budget - Carry Forward

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
101141-537030	Volunteer Appreciation	5,000	5,000	10,000	Carry forward of PY Budget, request from CMO
101730-530820	Arts Opportunity Programming	25,000	19,700	56,000	Carry forward funds to cover the cost of the replacement sign at the Arts Center.
101730-530821	Arts Opportunity Programming		11,300		Carry forward PY Art Grant remaining budget, CMO approved
101145-532360	Vacancy Bonus	-	100,000	100,000	Carry forward Vacancy Bonus - Kroger (apprv, 8/6/24)
101144-540900	Prof Serv-Other	15,000	78,500	93,500	Website enhancement project timing
101515-540910	Prof Serv Consulting	80,000	501,000	581,000	Timing of Comp Plan, to be completed in 2026
101172-540170	Prof Serv-Info Systems	50,000	35,000	85,000	Timing of Microsoft ReTooling
101141-540900	Prof Serv-Other	5,000	75,700	80,700	For Marsh **Grant** funded Contract
101 Total			**826,200**		
202511-630048	Playgrounds (40%)	187,500	195,000	382,500	Project will be carried forward into 2026
202511-660306	Trail Wayfinding Signage Implementat	-	300,000	300,000	Project will be carried forward into 2026
202511-660015	Wayfinding & Signs	18,000	63,500	81,500	Project will be carried forward into 2026
202 Total			**558,500**		
207542-620113	Historical Museum Structural	-	59,300	59,300	Project is out to bid
207542-620098	Austin Niehoff Improvements	256,450	10,000	266,450	Project is in design
207 Total			**69,300**		
208535-620139	Miracote Deck	-	127,400	127,400	Project will be carried forward into 2026
208535-620128	Aquatics Amenity Update	-	20,800	20,800	Project will be carried forward into 2026
208538-640001	Machinery & Equipment	18,500	16,000	34,500	Project not started, will be carried forward into 2026
208538-660307	Convert Inline Rink to Pickelball (%)	-	120,000	120,000	Project not started, will be carried forward into 2026
208539-600027	CPTED Assesment Recommendations	-	13,800	13,800	On going safety improvments, project will be carried forward into 2026
208539-620155	LRC - Family Locker Room Floor Tile Re	-	176,000	176,000	Project not started, will be carried forward into 2026
208539-640123	Fitness Equipment Replacement	152,000	19,600	171,600	Will be carried forward into 2026
208 Total			**493,600**		
210524-660081	Trail Improvements	-	126,400	126,400	Project not started, will be carried forward into 2026
210522-630188	PROS Long Range Plan	-	46,200	46,200	On-going
210528-660316	Trail Master Plan	-	33,700	33,700	Project will be carried forward into 2026
210522-640000	Open Space New Vehicles	-	68,000	68,000	One vehicle was purchased, will carry forward into 2026
210522-660304	Open Space Amenity Maintenance	80,000	78,100	158,100	Project will be carried forward into 2026
210 Total			**352,400**		
211751-540900	Prof Serv - Other	100,000	**43,000**	143,000	MHFD Match Bridge - Hackberry
211511-630071	Parks Signs	-	29,800	29,800	Project not started, will be carried forward into 2026
211511-630101	Irrig Replacements & Improvs	-	317,700	317,700	Project will be carried forward into 2026
211511-640000	Additions to Fleet - Parks (60%)	-	13,200	13,200	Project will be carried forward into 2026
211511-660292	Public Landscape Improvements	-	51,300	51,300	Project will be carried forward into 2026
211511-630188	PROS Long Range Plan	-	61,700	61,700	Project will be carried forward into 2026
211511-660316	Trail Master Plan	-	18,300	18,300	Project will be carried forward into 2026
211 Total			**535,000**		

Appendix A
City of Louisville, Colorado
2026 Budget Amendment Detail
Changes to 2026 Expenditure Budget - Carry Forward

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
301103-620133	Building Energy Efficiency	-	369,400	369,400	Not Started
301103-640030	Electric Vehicle Station Equip	-	624,000	624,000	Not Started
301173-600030	Access Control	374,000	298,600	672,600	Multi year project
301173-640000	Motor Vehicle/Road Equipment	-	50,900	50,900	Ford Lighting trucks productions have stopped, Ben F. is working to identify alternative solutions.
301173-640172	Printer Replacemnt & Mng Print	50,000	43,900	93,900	Multi year project
301173-650058	City-Wide Telephone Syst Upgr	-	7,100	7,100	Project will be carried forward to 2026
301173-660258	Middle Mile Fiber	100,000	120,200	220,200	Multi year project
301191-600027	CPTED Assessment Recommend	-	66,700	66,700	On going safety improvments, project will be carried forward into 2026
301191-620162	Police/Court Decarbonization	-	1,446,000	1,446,000	Project not started, will be carried forward into 2026
301191-620163	Recreation Center Decarb	-	2,484,000	2,484,000	Project not started, will be carried forward into 2026
301191-620164	City Serv Decarb (incl Solar)	-	1,000	1,000	Project will be carried forward into 2026
301191-620165	Library Decarbonization	-	1,841,100	1,841,100	Project not started, will be carried forward into 2026
301191-640162	Generators for Critical Facili	-	4,180,000	4,180,000	RFP issuing shortly ($3.7M Grant, $350K Cap fund balance, $150K water xfer)
301191-640165	City Svcs Security Cam Replace	-	900	900	Paulina said that she would like to carry this forward as they finalize this project
301211-600031	MDT Refresh & Equipment Int	-	4,100	4,100	Project will be carried forward to 2026
301211-650106	Bi-Directional 700-800 Amplifier	-	187,000	187,000	Project will be carried into 2026, new vendor selection is in progress
301211-650107	Communication Equip for EOC	-	29,500	29,500	Project will be carried into 2026, new vendor selection in progress
301211-640000	Police Vehicles	514,220	47,600	561,820	Project will be carried into 2026. 3 of 6 vehicles purchased Q1 2026
301311-600034	Citywide Traffic Counts	-	22,600	22,600	Project will be carried into 2026
301311-610011	Affordable Housing Dev/Purchas	-	1,986,000	1,986,000	Project will be carried into 2026
301312-660222	SH42 Corridor Improvements	-	5,545,400	5,545,400	In design, and will be for the remainder of the year. Just signed a IGA with Lafayette for a section. Carryforward
301312-600033	ADA Transition Plan	-	240,000	240,000	On hold until staff can absorb the project. Carried over from 2025 budget.
301312-640000	Sign Truck Replacement (Unit 3212)	-	70,000	70,000	Ford Lighting trucks productions have stopped, Ben F. is working to identify alternative solutions.
301312-660074	Traffic Signals	-	459,700	459,700	Grant Related
301312-660308	Via Appia Pedestrian Improvmnt	462,200	160,300	622,500	Working on alternatives/next phase. Working on making access more comfortable for drivers and pedestrians.
301312-660309	South Street Underpass	9,119,378	1,088,600	10,207,978	In design, and will be for the remainder of the year. Carryforward
301312-660311	Pavement Marking Program	-	113,100	113,100	Project will be carried into 2026
301313-630143	Median Landscape Reno	-	75,000	75,000	Project will be carried into 2026
301313-640000	Additions to Fleet - Parks (40%)	-	32,000	32,000	Project not started, will be carried forward into 2026
301313-640183	Block Party Trailer	-	10,300	10,300	Waiting for upfitting
301313-660310	Downtown Vision CIP	2,400,000	6,182,600	8,582,600	Project is in design, and will be carried into 2026. Bringing in 2027 and 2028s.
301314-640001	Machinery & Equipment	-	36,100	36,100	Fleet ordered their vehicle, Parks remaining
301314-640175	Replace Snowplow/Dump Truck	-	212,500	212,500	Waiting for upfitting
301450-640176	Fleet Tire Changer & Balancer	20,346	**(20,346)**	-	Asset Procured in PY / 2025
301511-600028	Technology Improvements	22,000	20,000	42,000	Project not started, will be carried forward into 2026
301511-620158	Indoor Batting Cage	-	26,200	26,200	Done, invoice outstanding
301511-630036	Sports Complex Improvements	-	150,000	150,000	Project not started, will be carried forward into 2026
301511-630048	Playgrounds (60%)	187,500	178,600	366,100	Project will be carried forward into 2026, memory square remaining playground.
301511-630049	Machinery & Equipment	18,000	12,700	30,700	Will be carried forward into 2026
301511-630101	Irrig Replacements & Improvs	108,000	364,400	472,400	Project started and will be carried forward into 2026
301511-630118	Tennis Court Renovation	-	52,400	52,400	Project started and will be carried forward into 2026
301511-630157	Park Site Furnishing Replacement	18,000	5,400	23,400	Project started and will be carried forward into 2026
301511-630171	Irrigation Pump Replacement	-	30,000	30,000	Project not started, will be carried forward into 2026
301511-630175	Sports Field Lighting	-	244,400	244,400	Project will be carried forward into 2026
301511-640000	Parks Vehicle/Road Equipment	72,100	70,000	142,100	Will be carried forward into 2026
301511-640001	Machinery & Equipment	233,000	116,300	349,300	Will be carried forward into 2026
301511-660292	Public Landscape Improvements	18,000	49,200	67,200	Project not started, will be carried forward into 2026
301511-660307	Convrt Inline Rink - Pickelball	-	75,100	75,100	Project will be carried forward into 2026
301524-660290	Open Space/Trail Improvements	-	32,300	32,300	Project will be carried forward into 2026
301537-620132	Golf Maint. Facility Improvements	-	98,400	98,400	Project will be carried forward into 2026
301537-630115	Cart Paths	-	15,700	15,700	Project will be carried forward into 2026
301551-640174	AMH Replacement	-	200,000	200,000	In Progress (Contract to be awarded March 24, project completion estimate Aug 2026)
301552-620113	Historical Museum Structural	-	9,700	9,700	Project will be carried forward into 2026
301 Total			**29,766,654**		

Appendix A
City of Louisville, Colorado
2026 Budget Amendment Detail
Changes to 2026 Expenditure Budget - Carry Forward

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
501498-620146	NWTP HVAC Replacement	-	35,000	35,000	Project not started, will be carried forward into 2026
501498-620166	NWTP Decarb	14,950	21,800	36,750	Project not started, will be carried forward into 2026
501498-620167	NWTP-Pre Treatment Bld Roof Replac	-	44,800	44,800	Project not started, will be carried forward into 2026
501498-620168	South Water Plant Decarb	-	10,500	10,500	Project not started, will be carried forward into 2026
501498-620169	NWTP - Roof Replacements	-	307,500	307,500	Project not started, will be carried forward into 2026
501498-640000	Motor Vehicle/Road Equipment	-	210,600	210,600	Project will be carried forward into 2026
501498-640045	Meters	1,900,000	3,349,600	5,249,600	Project will be carried forward into 2026
501498-640148	Chemical Mixing Equip Replace	-	13,600	13,600	Project will be carried forward into 2026
501498-640167	WTP Chlorine Dioxide Replacmnt	-	19,800	19,800	Project in close-out with some final billing
501498-640180	SWP - HVAC for Pre-Treatment B	-	37,900	37,900	Project will be carried forward into 2026
501498-660141	Filter Media Replacement-No WTP	-	100	100	Final SCADA integration billing in progress. Expenditures looks incorrect there should be about $15K remaining in budget
501498-660181	Water Line Replacement	492,000	607,300	1,099,300	Need to roll over remaining funds from 2025 to cover additional blocks that have been added to the 2026 project.
501499-600027	CPTED Assessment Recommend	-	20,700	20,700	On going safety improvments, project will be carried forward into 2026
501499-620149	SCWTP Administration Bldg	-	2,266,400	2,266,400	Project will be carried forward into 2026
501499-640178	Utility Redundant Autodialer	-	40,000	40,000	Telemetry Project
501499-660210	Water Facilities Security Upgr	-	60,000	60,000	Telemetry Project
501499-660289	Raw Water Infrastructure	-	494,000	494,000	Easement acquisitions are underway.
501499-660295	SCWTP Residual Management	-	5,673,000	5,673,000	Wrapping up 30% design currently
501 Total			**13,212,600**		
502474-550070	Parts/Repairs/Maint-HVAC	5,310	119,800	125,110	HVAC - New explosion-proof heater for the Headworks building at the wastewater treatment plan, approved in PY, Oct 7, 2025
502498-640000	WWTP Vehicle & Equipment Replacen	-	155,100	155,100	Ford Lighting trucks productions have stopped, Ben F. is working to identify alternative solutions.
502498-660297	Sewer Pipeline Rehab/Replace	-	97,000	97,000	This project was delayed last year and will be completed in Q1 of 2026. Currently waiting on submittals and materials with longer lead times.
502498-660313	Sanitary Sewer Rehab - Replace	617,000	455,800	1,072,800	Project will be carried forward into 2026
502499-620171	Waste Water Plant Decarb	-	15,800	15,800	Project will be carried forward into 2026
502499-640159	Sewer Service Lateral Backflow	-	47,500	47,500	Project started, will be carried forward into 2026
502499-640178	Utility Redundant Autodialer	-	40,000	40,000	Telemetry Project
502499-640181	Lift Station Communication Upg	-	55,000	55,000	Telemetry Project
502499-660285	WWTP Solids Handling Upgrade	-	1,227,100	1,227,100	Project will be carried forward into 2026.
502499-660298	Fiber Optic Loop City Rd/Redtail	-	54,200	54,200	Not started
502 Total			**2,267,300**		
503499-640000	Motor Vehicle/Road Equipment	-	110,600	110,600	Ford Lighting trucks productions have stopped, Ben F. is working to identify alternative solutions.
503499-660273	Storm Water Quality Master Plan	-	1,800	1,800	Project started, will be carried forward into 2026
503499-660314	SBR Lining - Slipline	-	225,000	225,000	In design
503 Total			**337,400**		
520799-600027	CPTED Assessment Recommend	-	13,800	13,800	On going safety improvments, project will be carried forward into 2026
520799-620174	Maint Facility Storage Buildng	-	400,000	400,000	Project is udnerway and will be carried forward into 2026
520799-620175	Golf Clubhouse - Basement Impr	-	47,100	47,100	Project started, will be carried forward into 2026
520799-620176	Golf Clubhouse - Interior Impr	-	167,200	167,200	Project started, will be carried forward into 2026
520799-620177	Golf Clubhouse - Exterior Impr	-	59,800	59,800	Project not started, will be carried forward into 2026
520799-630115	Cart Paths	25,000	25,000	50,000	Project not started, will be carried forward into 2026
520799-630187	Golf Clubhouse Prkng Lot Light	-	37,300	37,300	Project not started, will be carried forward into 2026
520799-640001	Machinery & Equipment	-	32,000	32,000	Project not started, will be carried forward into 2026
520 Total			**782,200**		
602120-650015	Computer-Hardware	142,550	5,800	148,350	Project will be carried forward to 2026
602 Total			**5,800**		
603312-640000	Motor Vehicle/Road Equipment	-	45,600	45,600	Ford Lighting trucks productions have stopped, Ben F. is working to identify alternative solutions.
603511-640000	Motor Vehicle/Road Equipment	-	125,100	125,100	Project will be carried forward into 2026
603 Total			**170,700**		
Totals			**49,377,654**		

Appendix B

City of Louisville, Colorado

2026 Budget Amendment Detail

Changes to 2026 Expenditure Budget - Items Previously Approved by Council

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes/Council Approval Date
101446-510000	Reg Salaries	158,593	50,000	208,593	$600K **Grant** Funded Sustainability Position thru 2029, Apprv on 3/3/26
101121-620180	1155 Pine Street	-	398,600	398,600	Purchase of 1155 Pine Property and Rail Cars apprv on 2/3/26
101121-620181	101 S Taylor Avenue	-	75,000	75,000	Exploration of Purchase of 101 S Taylor Avenue apprv on 3/3/26
101515-511100	Variable Salaries	5,515	40,000	45,515	Incr variable staffing for MF Rebate Permit Program, apprvd 4/7/26
101145-538140	Chamber of Commerce	35,000	26,500	61,500	Incr to cover Chamber contract increase, apprvd 4/7/26
				-	
101 Total			**590,100**		
208538-660307	Convrt Inline Rink - Pickelball	-	54,000	54,000	Increased cost, Sound mitigation (pickleglass) Apprv 1/6/26
208 Total			**54,000**		
301221-650128	Sales Tax Software	500,000	250,000	750,000	Tax Admin Software (SaaS) apprv 3/24/26
301511-660307	Convrt Inline Rink - Pickelball	-	36,000	36,000	Increased cost, Sound mitigation (pickleglass) Apprv 1/6/26
301 Total			**286,000**		
501463-540900	Prof Serv - Other	22,210	211,000	233,210	Emergency Main Line Water Repair , apprv 4/7/26
501 Total			**211,000**		
520712-532030	Golf Gifts and Promotions	-	30,000	30,000	Agreement w Concessionaire provides City funding, apprv 3/3/26
520 Total			**30,000**		
Totals			**1,171,100**		

Appendix C
City of Louisville, Colorado
2026 Budget Amendment Detail
Changes to 2026 Expenditure Budget - Staff Recommendations

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
101610-538395	Museum Grant Expense	40,000	(7,000)	33,000	Reduce Anticipated Grant Award per B Cummings
101 Total			**(7,000)**		
301211-640000	Police Vehicles		75,000		Replace vehicle totaled in March, insurance partially covered
301 Total			**75,000**		
520712-529100	Resale Merchandise	140,000	50,000	190,000	Request to increase by $50K to $190K to align with trends
520 Total			**50,000**		
Totals			**118,000**		

Appendix D
City of Louisville, Colorado
2026 Budget Amendment Detail
Changes to 2026 Revenue Budget

	Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
	101001-492100	Proceeds from Sale of Assets		2,225,000		Proceeds from Sale of 101 W Cherry, 3.24.26 Council
	101016-431420	Fed Grant - DRCOG - EPA	-	600,000	600,000	DRCOG - EPA Grant - Entire Award, Approved by Council 3.3.26
	101016-421500	Construction Permit	1,535,000	(63,000)	1,472,000	Reducing revenue account for MF Permit Credits (15*$4,200 cap)
	101055-432570	State Grants - Museum	40,000	(7,000)	33,000	Reduce Anticipated Grant Award per B Cummings
	101021-432400	State Grant - Co Responder	108,600	108,600	217,200	Co Responder Grant (BOCO) - State as of July 1, 2025
	101001-432515	State Grant - CSFS	-	37,850	37,850	Grant - CSFS - 50% of Fors Marsh + Printing est
	101010-434300	BC Sustainability Grant	25,000	15,000	40,000	Better than anticipated BoCo Sustain Grant Revenue
	101 Total			**2,916,450**		
	207016-429100	Proceeds from Sale of Assets	-	1,170,000	1,170,000	Proceeds from Sale of 1016 Main Street, 3.24.26 Council
	207 Total			**1,170,000**		
	210001-432515	State Grant - CSFS	-	67,500	67,500	Grant - CSFS - 50% of Mitigation Work
##	**210 Total**			**67,500**		
	301001-431000	Federal Grants	-	**545,000**	545,000	Remaining Traiffic Signal Grant CF
	301001-465100	Insurance Proceeds		**25,000**	25,000	Replace vehicle totaled in March, insurance replacement
	301001-431501	FEMA Grant - MF	-	450,000	450,000	For PW72 - Not yet started
	301001-431502	FEMA - HMGP - Generators	-	3,756,000	3,756,000	FEMA HMGP - Generators
	301001-431502	FEMA - HMGP - Generators	-	199,000	199,000	Labor portion of FEMA HMGP Generator Grant
	301001-432210	State Grant - DOLA	-	2,500,000	2,500,000	DOLA DeCarb Grant - Library CF
	301001-432221	State Grant - CEO - HeeHA	-	1,500,000	1,500,000	CEO Decarb - HeeHA - Police/Court CF
	301001-432222	State Grant - CEO - PBEG	-	667,500	667,500	CEO Decarb - PBEG - Library CF
	301001-432223	State Grant - CEO - EV	-	263,000	263,000	CEO EV Grant CF
	301001-432310	State Grant - Hwy 42 Corr Study	-	2,770,200	2,770,200	HWY 42 State Grant SB267
	301001-432315	State Grant - Hwy 42 MMO HB-1466	-	2,141,600	2,141,600	Hwy 42 MMO HB-1466
	301001-432316	State Grant - Hwy 42 CDOT Strategic Funds		870,000	870,000	Hwy 42 CDOT Strategic Funds (Lafayette IGA alloc)
	301001-432345	State Grant - DRCOG - South St	800,000	1,100,000	1,900,000	DRCOG CarryForward South Street
	301001-433000	Grant Revenues	-	146,000	146,000	Xcel EV Grant CF
	301001-464111	Capital Contribution from URD		1,000,000		South Street Underpass LRC Contrib - 660309
	301001-464111	Capital Contribution from URD	2,400,000	5,182,600	8,582,600	DT Vision F&C / URD Funded - total $9M - 660310
	301 Total			**23,115,900**		
	520053-447150	Pro Shop Merchandise Sales	200,000	50,000	250,000	Incr to align with trends
	520 Total			**50,000**		
	Totals			**27,319,850**		

Appendix E
City of Louisville, Colorado
2026 Budget Amendment Detail
Transfers

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
208053-990301	Transfer to Cap Project-Rec	-	745,000	745,000	Transfer to Capital Fund from Rec Center for Decarb/HVAC
208 Total			**745,000**		
301001-980208	Transfer from Recreation	-	(745,000)	(745,000)	Transfer from Rec Center to Capital Fund for Decarb/HVAC
301001-980501	Tfer from Water Fund	-	(150,000)	(150,000)	Generator Project - Reqd Grant Match
301 Total			**(895,000)**		
501910-990301	Transfer to Capital	-	150,000	150,000	Generator Project - Reqd Grant Match
501 Total			**150,000**		
Totals			-		

RESOLUTION NO. 49
SERIES 2026

A RESOLUTION AMENDING THE 2026 BUDGET BY AMENDING APPROPRIATIONS IN THE LOUISVILLE REVITALIZATION COMMISSION

WHEREAS, the need exists to amend the 2026 budget by amending appropriations in the Louisville Revitalization Commission; and

WHEREAS, the need to amend the 2026 budget arises:

1. To carry forward unused appropriations from 2025 to 2026 for projects that Council approved for 2025 but, for various reasons, needed to extend into 2026;

WHEREAS, funding for any increase in appropriations will come from new/increased revenue or from fund reserves.

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

SECTION 1. That the 2026 Louisville Revitalization Commission appropriation be increased by $2,921,580, from $11,064,861 to $13,986,441.

PASSED AND ADOPTED this 19th day of May 2026.

Christopher M Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Appendix F
City of Louisville, Colorado
2026 Budget Amendment Detail
Adjustments to 2026 Urban Revitalization Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
221065-411000	Property Tax	(2,224,000)	(161,530)	(2,385,530)	Increased to align with Final A/V 12.2.25
221 Total			**(161,530)**		
221120-532324	Cap Contr - COL - Dwntn Vis Pl	6,600,000	**1,982,600**	8,582,600	Timing of Bond funded projects
221120-532713	Asst Agrmnt - 1303 Empire Rd	-	650,000	650,000	Project continuing into 2026
221120-530830	Facade Impr Programming	300,000	225,480	525,480	Carry forward of remaining 2025 budget
221120-540900	Prof Serv-Other	45,000	63,500	108,500	Carry forward of remaining 2025 professional Service budget for additional TIF reviews and other professional services
221 Total			**2,921,580**		
		Net Impact to Fund	**2,760,050**		



Harper Lake

City of Louisville

Budget Amendment City and LRC 2026 Budgets

Ryder Bailey, CPA
Finance Director

May 19th, 2026

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

- Staff is seeking City Council's approval of the 1st Budget Amendment to the 2026 City and First Budget Amendment to the Revitalization Commission's Adopted Budgets.
- The Budget Amendment is ***largely administrative*** and is primarily driven by the ***timing of planned and previously budgeted capital and utility projects, including the carry forward of related grant revenues.***
- Finance Staff "batches" budget amendments from previously heard and approved Council items.

Budget Amendment – Res. Nos. XX & XX Amending the 2026 City and LRC Budgets

- Today's amendment can be broken out into the following categories;
  - Capital Project and Budgetary Carry-forwards (driven by timing),
  - Previously Approved Council Adjustments to Operational Budgets and Capital Projects since original Budget Adoption,
  - Staff Recommended Adjustments;
  - Adjustments to Sources/Revenues;
  - Adjustments to Interfund Transfers; and
  - Adjustments to the LRC's Budget.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

- Resolution Nos. 48 & 49 are the official amending documents and present the amendments by fund, the City's legal level of budgetary control.
- The Resolutions present the budget changes summarized by Fund.
- Appendices A - F to the Resolutions present the amendment by line item account, the greatest level of amendment detail.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

- The proposed budget amendment increases the City expenditure budget by $51,561,754, offset by additional revenues in the amount of $28,214,850, for a net impact to all City funds of $23,346,904.

- The proposed budget amendment increases the appropriations within the LRC 2025 by $2,921,580 from $11,064,861 to $13,986,441 offset by additional revenues in the amount of $161,350, for a net impact of $2,760,050.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

A. The total amount of Carry-forward appropriations from 2025 to 2026 for capital projects that Council approved for 2025 but, for various reasons, need to extend into 2026, broken out by Fund is as follows;

- Fund 101 – General Fund - $826,600
- Fund 202 – Conservation Trust - $558,500
- Fund 207 – Historical Preservation - $69,300
- Fund 208 – Recreation Center- $493,600
- Fund 210 – Open Space - $352,400
- Fund 211 – Parks - $535,000
- Fund 301 – Capital - $29,766,654
- Fund 501 – Utilities/Water - $13,212,600
- Fund 502 – Utilities/Waste Water - $2,267,300
- Fund 503 – Utilities/Storm - $337,400
- Fund 520 – Golf - $782,200
- Fund 602 – Technology - $5,800
- Fund 603 – Fleet - $170,700

Total - $49,377,654

*Detail can be found in Attachment – Appendix A.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

A. The total amount of Carry-forward appropriations from 2025 to 2026 for capital projects that Council approved for 2025 but, for various reasons, need to extend into 2026. A few examples of continuing projects;
   A. DeCarb Projects (Various) – $6.7M
   B. Front and Center (LRC funded) - $6.2M
   C. SH HWY 42 Corridor (Grant funded) - $5.5M
   D. Critical Facilities Generators (Grant funded) – $4.2M
   E. Affordable Housing Set Aside - $2.0M
   F. South Street Underpass – $1.1M
   G. Utility Meter Replacement - $3.3M
   H. Sid Copeland Water Treatment Plant - $8M
      A. Admin Bldg - $2.3M
      B. Residual Management – $5.7M
   I. Waste Water Treatment Plant Solids Handling - $1.2M

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

B. The total amount of previously Council-approved operational and capital appropriation adjustments to the 2026 budget for items that were not part of the originally adopted 2026 is broken out by Fund as follows;

- Fund 101 – General - $590,100
- Fund 208 – Recreation - $54,000
- Fund 301 – Capital - $286,000
- Fund 501 – Water - $211,000
- Fund 520 – Golf - $30,000

Total - $1,171,100

Detail can be found in Attachment – Appendix B.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

C. The total amount Staff Recommended operating appropriation adjustments to 2026 for golf pro shop merchandise to align with sales trends, reduction of an anticipated grant to align with award, and police vehicle replacement, broken out by Fund as follows;

- Fund 101 – General - <$7,000>
- Fund 301- Capital - $75,000
- Fund 520 – Golf - $50,000
- **Total - $118,000**

*Detail can be found in Attachment – Appendix C.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

D. The total amount Sources/Revenue adjustments to the 2025;

Broken out by Fund as follows;

- Fund 101 – General - $2,916,450
- Fund 207 – Historical Preservation - $1,170,000
- Fund 210 – Open Space - $67,500
- Fund 301 – Capital - $23,115,900
- Fund 520 – Golf - $50,000

Total - $27,319,850

*Detail can be found in Attachment – Appendix D.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

E. The total amount of Transfer appropriation adjustments for 2026.

Broken out by Fund as follows;

- Fund 208 – Recreation - $745,000
- Fund 301 – Capital - $(895,000)
- Fund 501 – Water - $150,000

Total - $0

*Detail can be found in Attachment – Appendix E.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impacts:

F. The total amount of Carry-forward appropriations for Louisville Revitalization Commission (LRC) that LRC and Council approved for 2025 but, for various reasons, need to extend into 2026 and their associated Revenue adjustments;

- Fund 221 – Urban Revitalization District appropriations - $2,921,580
- Fund 221 – Urban Revitalization District revenues - $161,530

Total Net Impact - $2,760,050

*Detail can be found in Attachment – Appendix F.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Impacts to Financial Reserves:

- Upon budget amendment adoption, all Funds with reserve requirements are projected to remain in full compliance with the City's Reserve Policies.

Fund	Minimum Reserve Met (15%)	Target Reserve Met (25%)
General Fund	√	√
Open Space Fund	√	n/a
Parks Fund	√	n/a
Cemetery Fund	√	n/a
Combined Utility Funds	n/a	√*
Recreation Fund	√	n/a
Golf Course Fund	√	n/a

*- 25% Reserve is the Minimum for Combined Utility Funds

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

Fiscal Impact by Aggregated Fund Group Type:

Fund Group	Revenue Amendment	Expenditure Amendment
General Fund	$2,916,450	$1,409,300
Special Revenue Funds (Lottery CTF, Historical Preservation, Recreation, Open Space, and Parks)	1,237,500	$2,807,800
Capital Project Fund	$24,010,900	$30,127,654
Utility and Golf Funds *(Enterprise Funds)*	$50,000	$17,040,500
Internal Service Funds *(Technology and Vehicle Funds)*	-	$176,500
LRC Fund*	$161,350	$2,921,580
Total	$28,376,380	$54,483,334

Budget Amendment – Res. Nos. 48 & 49 Changes since Finance Committee

The following adjustments have been made since the April 16th Finance Committee meeting:

- An adjustment to 101121-620181 - 101 S. Taylor Ave, decreasing by $25,000 to $75,000, to align with Council direction on March 3rd, found in Appendix B.
- Increasing 301001-4310000 Federal Grants by $525,000, to account for grant revenue in the Capital Fund. Found in Appendix D.
- Increasing 301211-640000 Vehicles by $75,000 to replace a totaled Police Patrol vehicle and 301001-465100 by $25,000 to account for insurance proceeds to partially offset the cost. Found in Appendices C and D.

Budget Amendment – Res. Nos. 48 & 49 Amending the 2026 City and LRC Budgets

The Finance Committee reviewed and supported approval of the proposed amendment at their April 16th meeting.

The Louisville Revitalization Commission reviewed and supported approval of the proposed amendment at their April 8th meeting.

Staff's Recommendation is for Council to approve the Proposed Amendment to the 2026 City and Louisville Revitalization Commission's Budget.

Thank you, City Staff is available to answer questions.

City of Louisville

City of Louisville
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City Council Communication
Agenda Item 10.B.

Subject: Ordinance No. 1925, Series 2026 — An Ordinance Amending The Fire Hardening Code for Structures in Chapter 15.70 of the Louisville Municipal Code to Allow Class B Composite Decking — 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: May 19, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:
Attached for consideration on first reading is an ordinance amending Louisville Municipal Code (LMC) Chapter 15.70 – Fire Hardening Code for Structures to allow for Class B composite decking materials. The proposed amendment would align the City-wide Fire Hardening Code for Structures with the recently adopted Wildland Urban Interface (WUI) code, which allows Class B composite decking within designated WUI areas. The following is the proposed ordinance amendment (amendment underlined):

Sec. 15.70.020 - Construction standards.

C. *Fire and ignition resistant deck surface, steps and guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a maximum flame spread rating of 25 Class A rating (ASTM E84 or UL 723). 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.

Background / Prior Discussions:
Previous Council Actions

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, including a requirement that deck materials be Class A rated.

The Fire Hardening Code for Structures was later updated by Ordinance No. 1891, Series 2025, Ordinance No. 1913, Series 2026, and Ordinance No. 1916, Series 2026. These subsequent ordinances did not change the Class A deck material requirement.

On April 7, 2026, City Council adopted Ordinance No. 1918, Series 2026, establishing a Wildland Urban Interface (WUI) code that applies to designated areas of the City identified as having a higher risk for wildland fire spread. As part of this adoption, Council established an exception allowing Class B composite deck materials in areas designated for both Class 1 and Class 2 Structure Hardening.

This resulted in less stringent deck material standards compared to the City-wide Fire Hardening Code for Structures. Therefore, Council directed staff to draft an amendment to align the two codes.

BCBOA Recommendation

On February 11, 2026, the Building Code Board of Appeals (BCBOA) reviewed the draft WUI code and recommended that both the City's WUI code and Fire Hardening Code for Structures allow Class B deck materials. This recommendation was based on concerns regarding the cost and availability of Class A decking materials, while recognizing that Class B decking still provides a significant improvement over most other decking materials. The BCBOA also noted that this change could improve permit compliance by reducing the number of decks installed without permits to avoid stricter standards.

Development Proposal:

N/A

Analysis:

The ASTM E84 and UL 723 testing standards evaluate how quickly flames spread across the surface of a building material and the amount of smoke produced during combustion. Materials are rated as Class A, Class B, Class C, or non-rated if they do not meet established standards.

Class A provides the highest fire resistance; however, all three classifications demonstrate greater fire resistance than many common building materials, such as untreated wood decking. WUI codes regulating deck materials may allow Class B or Class C materials depending on risk level and other building considerations.

The Colorado Wildfire Resiliency Code (CWRC), which establishes minimum WUI standards throughout Colorado, does not regulate deck material for Class 1 Structure Hardening but requires Class A deck materials—with an exception for Class B composite materials—for Class 2 Structure Hardening. The CWRC also does not regulate deck guardrails, whereas the City's Fire Hardening Code for Structures does.

With this amendment, the City's deck material standards would meet or exceed CWRC

standards.

Additionally, surrounding jurisdictions that adopted WUI codes prior to the CWRC allow more flexibility in deck materials. Both Boulder County and the City of Boulder WUI codes allow Class C decking, and the City of Loveland prohibits wood decking but allows any type of composite decking.

- Boulder County WUI Code (Sec. R390.4.8.1)
- Boulder WUI Code (Sec. 503.3.4.4)
- Loveland WUI Code (Sec. 0103.1.8)

Staff have also consulted with the Louisville Fire Protection District (LFPD), which supports allowing Class B composite decking as an option in the City's Fire Hardening Code for Structures.

This change also provides more material options or more affordable options, which staff anticipates translating to a higher rate of permitting compliance, resulting in fewer wood or non-fire rated materials used.

Council Work Plan:
Fire Risk Reduction initiatives is included under the Safety priority in the 2026 City Council Work Plan

Fiscal Impact:
None.

Alternatives:

- Adopt Ordinance 1925, Series 2026 on first reading as drafted.
- Adopt Ordinance 1925, Series 2026 on first reading with Council-directed amendments for second reading.
- Not adopt Ordinance 1925, Series 2026 on first reading.

Recommendation:
Staff recommends approval of Ordinance No. 1925, Series 2026 on first reading an setting the public hearing date for final adoption.

Attachments:
1. Ordinance No. 1925, Series 2026
2. Staff Presentation

ORDINANCE NO. 1925
SERIES 2026

AN ORDINANCE AMENDING THE FIRE HARDENING CODE FOR STRUCTURES IN CHAPTER 15.70 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW CLASS B COMPOSITE DECKING

WHEREAS, the City of Louisville (the "City") is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

WHEREAS, by Ordinance No. 1884, Series 2024, adopted on November 4, 2024, the City Council enacted a Fire Hardening Code for Structures, which is set forth in Chapter 15.70 of the Louisville Municipal Code; and

WHEREAS, the City Council desires to amend Chapter 15.70 of the Louisville Municipal Code as set forth herein to allow Class B composite decking.

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

Section 1. Section 15.70.020.C of the Louisville Municipal Code is hereby amended to read a follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 15.70.020 Construction Standards.

C. *Fire and ignition resistant deck surface, steps and guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a Class A rating (ASTM E84 or UL 723). 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.

Section 2. 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 3. 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 4. 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 _____ DAY OF _____, 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

Proposed Amendments to Chapter 15.70 - Fire Hardening Code for Structures to Allow Class B Composite Deck Materials

Ordinance No. 1925, Series 2026

First Reading and Set Public Hearing

May 19, 2026

Presented by Rob Zuccaro, Community Development Director

City of Louisville

Fire Hardening Code Class B Decking Allowance

Sec. 15.70.020 - Construction standards.

C. *Fire and ignition resistant deck surface, steps and guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a maximum flame spread rating of 25 Class A rating (ASTM E84 or UL 723). 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.

Fire Hardening Code Class B Decking Allowance

- Aligns deck material standards with recently adopted WUI Code
- Continues to provide a high fire resistance standards for deck materials
- Continues to have higher standards City-wide compared to CWRC and surrounding jurisdictions
- Provides more material options or more affordable options
- Anticipated higher rate of permitting compliance resulting in fewer wood or non-fire rated decks
- Supported by LFPD

Staff Recommendation

- Staff Recommendation: Approval of Ordinance No. 1925, Series 2026 on first reading and set the public hearing date for final adoption.

City of Louisville
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City Council Communication
Agenda Item 10.C.

Subject: Ordinance No. 1924, Series 2026 - An Ordinance Amending Title 17 of the Louisville Municipal Code Concerning Accessory Dwelling Units and Compliance with HB24-1152 - 2nd Reading, Public Hearing (advertised City of Louisville website 05/08/2026)

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: May 19, 2026

Prepared By: Jeff Hirt, Planning Manager

Presented By: Jeff Hirt, Planning Manager

Summary:
This zoning code amendment updates the City's Accessory Dwelling Unit (ADU) regulations to comply with HB 24-1152. Specifically, it ensures that a minimum 750 square foot ADU is allowed in all cases, as required by state law.

Background / Prior Discussions:
When the City adopted its ADU regulations in May 2025, there was extensive discussion regarding size limitations. The adopted ordinance established a maximum size of 800 square feet for detached ADUs and 1,000 square feet for attached ADUs, with some exceptions. The ordinance also requires that an ADU cannot exceed 75% of the size of the primary single-family unit.

HB 24-1152 mandates that local governments allow a minimum 750 square foot ADU in all cases, except when the primary unit is 750 square feet or smaller (in which case the local government can require that the ADU be smaller than the primary unit). Under the City's current ordinance, if the primary unit is less than 1,000 square feet, the 75% cap results in an ADU size below 750 square feet, which is inconsistent with state law.

As a result, the City's current code can restrict ADUs below 750 square feet for smaller primary homes, which conflicts with HB 24-1152.

Planning Commission unanimously recommended approval of the attached ordinance on February 12, 2026. Video of that meeting is here.

Development Proposal:
Amend Section 17.16.035 of the Louisville Municipal Code to:

1. Allow a minimum 750 square foot ADU in all cases, overriding the 75% size cap where applicable.

2. Require that when the primary unit is less than 750 square feet, the ADU must be smaller than the primary unit.

Analysis:
HB 24-1152 requires that local governments allow a minimum 750 square foot ADU, except when the primary dwelling is smaller than 750 square feet. The City's current 75% size cap conflicts with this requirement in certain cases.

The proposed amendment makes a targeted change to the City's ADU regulations by overriding the 75% size cap in cases where it would prohibit an ADU of at least 750 square feet. The existing maximum size limits of 800 square feet for detached ADUs and 1,000 square feet for attached ADUs remain unchanged, and the scenarios below illustrate how the standards would apply. All other requirements related to ADUs from the current ordinance remain unchanged.

Summary of Maximum Size Allowances for ADUs		
Primary Unit Size	**Current Code (75% Rule)**	**Proposed Code**
900 SF	675 SF max	750 SF allowed
700 SF	525 SF max	699 SF allowed (smaller than primary unit)

Staff finds that this amendment is:

1. Required by state law and noncompliance could affect the City's eligibility for future state grants.
2. Limited in scope, affecting a small number of properties and resulting in minimal increases to allowable ADU size.
3. Consistent with adopted housing policies, including the Louisville Housing Plan, which supports ADUs to expand housing options.

Council Work Plan:
This item supports the 2026 Council Work Plan that addresses compliance with HB 24-1152 and continues to implement the Louisville Housing Plan.

Fiscal Impact:
There is no direct fiscal impact associated with this code amendment.

Alternatives:
1. Deny the amendment, which would result in noncompliance with state law.
2. Approval with modifications, provided the amendments continue to meet the requirements of HB 24-1152.

Recommendation:
Approval of Ordinance No. 1924, Series 2026, to amend Title 17 of the Louisville Municipal Code to update the City's Accessory Dwelling Unit (ADU) regulations to comply with HB 24-1152 related to the minimum allowable size for an ADU.

Attachments:
1. Ordinance No. 1924, Series 2026
2. CC ADU PC Reso 2 signed
3. CC Presentation - ADU cleanup 5.19.26

ORDINANCE NO. 1924
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ACCESSORY DWELLING UNITS AND COMPLIANCE WITH HB 24-1152

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter"); and

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single-family residential lots and comply with detailed supplemental standards related to accessory dwelling units; and

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock; and

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity; and

WHEREAS, after a duly noticed public hearing held February 12, 2026, at which evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 12, 2026, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code 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; and

WHEREAS, the City Council finds that the amendments to the City's current accessory dwelling unit regulations to address the minimum size allowances for accessory dwelling units are necessary to comply with HB 24-1152.

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

Section 1. The maximum size restrictions for accessory dwelling units in Section 17.16.035.B of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken~~; words to be added are underlined:

Sec. 17.16.035 Accessory dwelling units.

B. *Accessory Dwelling Unit Development Standards*:

3. Maximum Size:

a. Accessory dwelling units shall not exceed 75% of the square footage of the principal single-family dwelling unit or the maximum square footage in this subsection, whichever is less. ~~However, accessory dwelling units at least 500 square feet in size shall be allowed in all cases, provided all other requirements in this Sec. 17. 16. 035 are met.~~

b. Detached accessory dwelling units shall not exceed 800 square feet in size.

c. Attached accessory dwelling units shall not exceed 1,000 square feet in size.

d. Attached accessory dwelling units located in basements that are partially or fully below grade shall not count towards the maximum size limitations in this subsection 3.

e. Garage areas shall not be included as part of the maximum size square footage calculation of an accessory dwelling unit.

f. Notwithstanding subsection (a), an accessory dwelling unit of up to seven hundred fifty (750) square feet shall be permitted in all cases unless the principal single-family dwelling unit contains less than seven hundred fifty (750) square feet of floor area, in which case the accessory dwelling unit may be no larger than the principal single-family dwelling unit.

g. Accessory dwelling units of at least five hundred (500) square feet in size shall be allowed in all cases, provided all other requirements of this Sec. 17.16.035 are met.

Section 2. 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 3. 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 4. 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 ____ DAY OF _____, 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

RESOLUTION NO. 2
SERIES 2026

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ACCESSORY DWELLING UNITS AND COMPLIANCE WITH HB 24-1152

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single family residential lots and comply with detailed supplemental standards related to accessory dwelling units;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity;

WHEREAS, the Planning Commission finds that the amendments to the City's current accessory dwelling unit regulations to address the minimum size allowances for accessory dwelling units are necessary to comply with HB 24-1152; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Louisville Municipal Code to address electric vehicle charging stations.

PASSED AND ADOPTED this 12th day of February, 2026.

By: Steve Brauneis
Steve Brauneis, Chair
Planning Commission

Attest: Cullen Choi
Cullen Choi, Secretary
Planning Commission

City Council

May 19, 2026

Ordinance amending Title 17 to update Accessory Dwelling Unit (ADU) minimum size regulations to comply with HB 24-1152

Background

- State law requires 750 SF ADU minimum, unless the primary unit is < 750 SF
- Current Louisville code: ADU ≤ 75% of size of primary home
- Conflict: Smaller homes (<1,000 sq ft) can’t reach 750 SF

City of Louisville

Proposal

- Override 75% size rule to address when primary home <1,000 sq ft and allow a 750 sq ft ADU
- If primary home <750 sq ft, ADU must be smaller
- Maintain existing max ADU sizes (800 / 1,000 sq ft)

City of Louisville

Analysis

- Required for state compliance
- Minor, targeted code change

Summary of Maximum Size Allowances for ADUs		
Primary Unit Size	**Current Code (75% Rule)**	**Proposed Code**
900 SF	675 SF max	750 SF allowed
700 SF	525 SF max	699 SF allowed (smaller than primary unit)

City of Louisville

Staff Recommendation

Approval of ordinance to amend Title 17 of the Louisville Municipal Code to update the City's Accessory Dwelling Unit (ADU) regulations to comply with HB 24-1152 related to the minimum allowable size for an ADU.

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 10.D.

Subject: Ordinance No. 1923, Series 2026 — An Ordinance Vacating an Access Easement Located Within Lot 1, Block 3, Redtail Ridge Filing No. 1 - 2nd Reading, Public Hearing (advertised City of Louisville website 05/08/2026)

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.

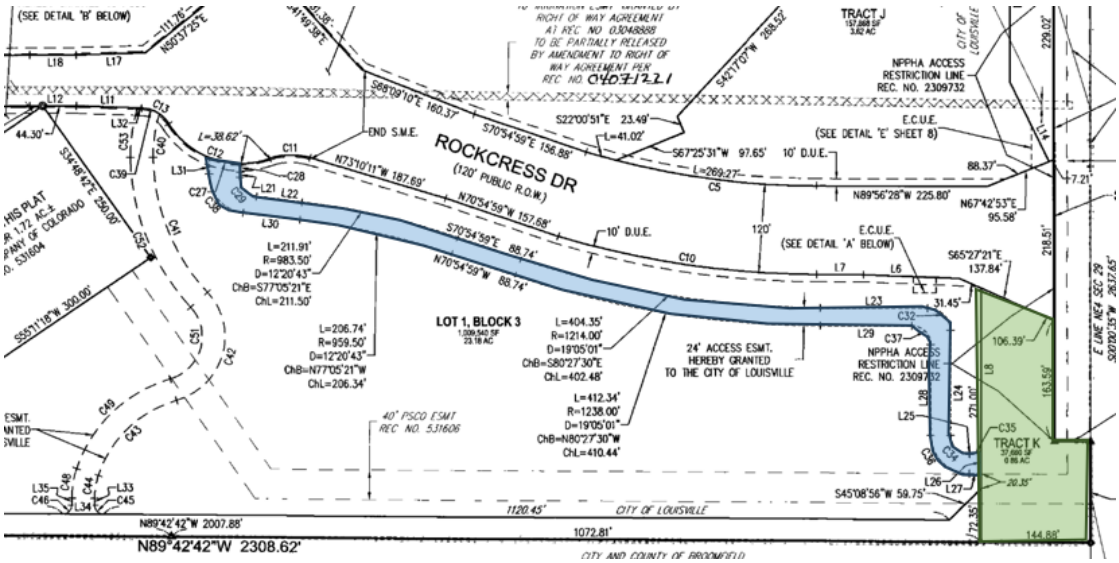
Date: May 19, 2026

Prepared By: Emily Cline-Gibson, Planner II

Presented By: Emily Cline-Gibson, Planner II

Summary:
The applicant requests to vacate a portion of an existing access easement and dedicate a new one to maintain City access to the Redtail Ridge wastewater lift station. The new easement provides a shorter, more direct route from Rockcress Drive.

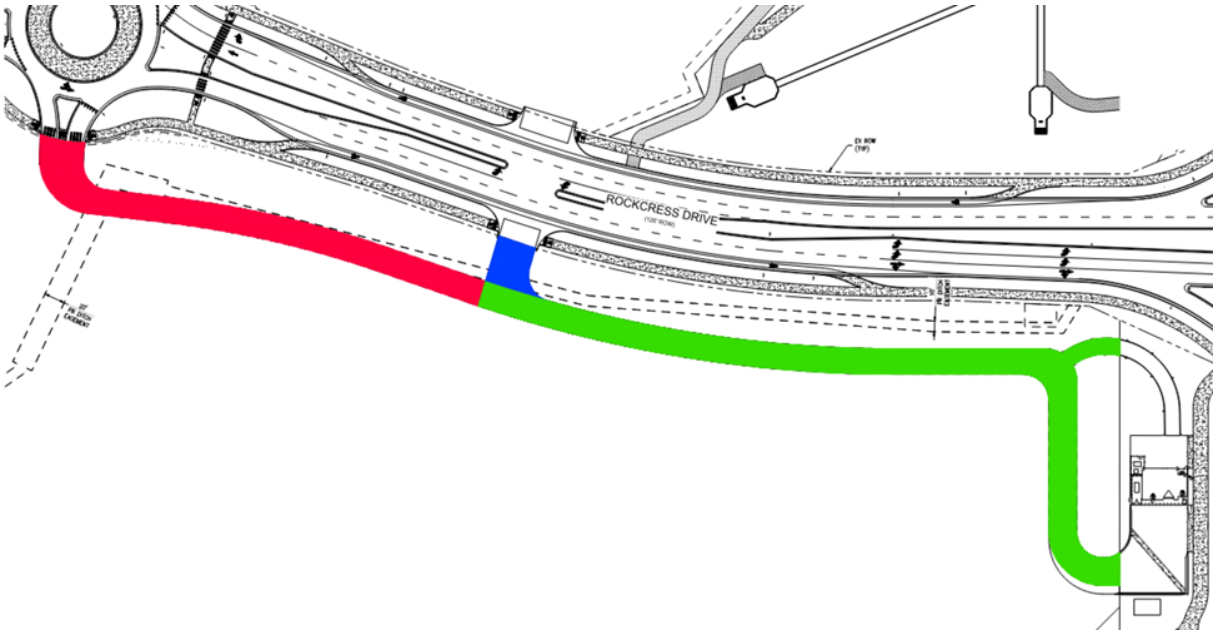
Background / Prior Discussions:
City Council approved the Redtail Ridge Filing No. 1 Subdivision on August 20, 2024 (linked here), which established lots, rights-of-way, and easements for development. As part of the subdivision, a 24-foot-wide access easement was established from Rockcress Drive to Tract K to provide City operation and maintenance staff access to the wastewater lift station property.



Existing access easement from the Redtail Ridge Filing No. 1 Subdivision (blue) to the Lift Station property (green).

The Redtail Ridge Lift Station Planned Unit Development (PUD) was approved by City Council in 2025. The PUD established the site layout for the lift station, including alignment of the parking area with the access easement south of the building. As part of the PUD approval, a 15-foot-wide access easement was dedicated on Lot 1, Block 3, to allow bypass pump access to utilities not reachable from the parking area. This easement is not included in the scope of this application and will not be affected by the vacation request.

Development Proposal:
The proposal vacates approximately 400 feet of the existing access easement near Rockcress Drive. All other easements will remain unchanged. A new City access easement will be established between Sorrel Avenue and Northwest Parkway to maintain access to Tract K. The new easement aligns with the roadway intersection and will remain in place as the site develops.



The portion of existing easement to be vacated is red, the new easement dedication is blue and the existing easements to remain are green.

Analysis:
This request reflects coordination with City staff as development within Redtail Ridge progresses. The new access point provides a shorter, more direct route from Rockcress Drive and eliminates the need for a more distant access point.
The new easement maintains full access to Tract K and will be incorporated into future development, consistent with the approved PUD.

Council Work Plan:
This item supports the 2026 City Council Work Plan's Core Services initiatives.

Fiscal Impact:
Not applicable. There is no fiscal / budget impact for this item.

Alternatives:
City Council may deny the request; however, doing so would maintain the existing easement configuration and may limit efficient access to the site.

Recommendation:
Staff recommends approval of Ordinance No. 1923, Series 2026, with the condition that the new access easement be executed concurrent with the vacation.

Attachments:
1. Ordinance No. 1923, Series 2026
2. Application Materials
3. Staff Presentation

ORDINANCE NO. 1923
SERIES 2026

AN ORDINANCE VACATING AN ACCESS EASEMENT LOCATED WITHIN LOT 1, BLOCK 3, REDTAIL RIDGE FILING NO. 1

WHEREAS, by the Redtail Ridge Filing No. 1 Subdivision, approved by City Council Resolution No. 38, Series 2024, an access easement was granted to the City of Louisville within Lot 1, Block 3 of the Subdivision (the "Platted Access Easement"); and

WHEREAS, an application has been received requesting the City Council to vacate the Platted Access Easement shown as Exhibit A and establish a new access easement on the same lot, in the location shown in Exhibit B; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the Access Easement, conditioned upon the property owner's execution of the new access easement.

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

Section 1. The City hereby vacates the Platted Access Easement across Lot 1, Block 3 of the Redtail Ridge Filing No. 1 Subdivision, shown in Exhibit A attached hereto and incorporated herein by this reference.

Section 2. Vacation of the Platted Access Easement shall become effective upon the record owner of Lot 1, Block 3, Redtail Ridge Filing No. 1 granting a new access easement by separate instrument in the location shown in Exhibit B attached hereto and incorporated herein by this reference.

Section 3. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are repealed to the extent of such inconsistency or conflict.

Section 4. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the easement herein vacated, including but not limited to execution of quit claim deeds.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED THIS 5TH DAY OF MAY 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

PUBLIC HEARING AND SECOND READING WILL BE THE 19th DAY OF MAY, 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 19TH DAY OF MAY 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

APPROVED AS TO FORM:
Kelly PC

_____
Kathleen M, Kelly, City Attorney

Exhibit A

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT ACCESS EASEMENT GRANTED BY REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 LOCATED IN LOT 1, BLOCK 3 THEREOF, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, 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 NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 61°28'59" EAST, A DISTANCE OF 1,698.62 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT, A POINT OF NON-TANGENT CURVATURE, AND THE **POINT OF BEGINNING**;
THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING EIGHT (8) COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 42.71 FEET, SAID CURVE HAVING A RADIUS OF 111.50 FEET A CENTRAL ANGLE OF 21°56'42" AND A CHORD WHICH BEARS SOUTH 79°26'13" EAST A CHORD DISTANCE OF 42.45 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 11.55 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 10°10'50", AND A CHORD WHICH BEARS SOUTH 07°36'32" WEST A CHORD DISTANCE OF 11.53 FEET;
3. SOUTH 02°31'07" WEST, A DISTANCE OF 7.24 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 37.43 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°46'50", AND A CHORD WHICH BEARS SOUTH 40°22'18" EAST A CHORD DISTANCE OF 34.03 FEET;
5. SOUTH 83°15'43" EAST, A DISTANCE OF 60.35 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 211.91 FEET, SAID CURVE HAVING A RADIUS OF 983.50 FEET, A CENTRAL ANGLE OF 12°20'43", AND A CHORD WHICH BEARS SOUTH 77°05'21" EAST A CHORD DISTANCE OF 211.50 FEET;
7. SOUTH 70°54'59" EAST, A DISTANCE OF 88.74 FEET TO A POINT OF CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 9.92 FEET, SAID CURVE HAVING A RADIUS OF 1,214.00 FEET, A CENTRAL ANGLE OF 00°28'05", AND A CHORD WHICH BEARS SOUTH 71°09'02" EAST A CHORD DISTANCE OF 9.92 FEET;

THENCE SOUTH 16°28'47" WEST, A DISTANCE OF 24.02 FEET TO THE SOUTH LINE OF SAID EASEMENT AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 11.01 FEET, SAID CURVE HAVING A RADIUS OF 1,238.00 FEET, A CENTRAL ANGLE OF 00°30'34", AND A CHORD WHICH BEARS NORTH 71°10'16" WEST A CHORD DISTANCE OF 11.01 FEET;
2. NORTH 70°54'59" WEST, A DISTANCE OF 88.74 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 206.74 FEET, SAID CURVE HAVING A RADIUS OF 959.50 FEET, A CENTRAL ANGLE OF 12°20'43", AND A CHORD WHICH BEARS NORTH 77°05'21" WEST A CHORD DISTANCE OF 206.34 FEET;
4. NORTH 83°15'43" WEST, A DISTANCE OF 75.33 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 75.87 FEET, SAID CURVE HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF 85°14'12", AND A CHORD WHICH BEARS NORTH 40°38'37" WEST A CHORD DISTANCE OF 69.07 FEET;
6. NORTH 01°58'29" EAST, A DISTANCE OF 22.05 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 11,736 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°08'41" EAST PER THE PLAT OF REDTAIL RIDGE FILING NO. 1. SAID LINE MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" BRASS CAP STAMPED "1998 PLS 16401", AND MONUMENTED AT THE CENTER QUARTER CORNER BY A #6 REBAR WITH A 2.5" ALUMINUM CAP 0.1' ABOVE GROUND STAMPED "DB&CO 2000 PLS 23529".

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300



Posted: MON 02/02/26 11:09:57A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_vaca_l1-b3 access redtail l1.dwg Layout: desc

HARRIS KOCHER SMITH

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 1
1 OF 2

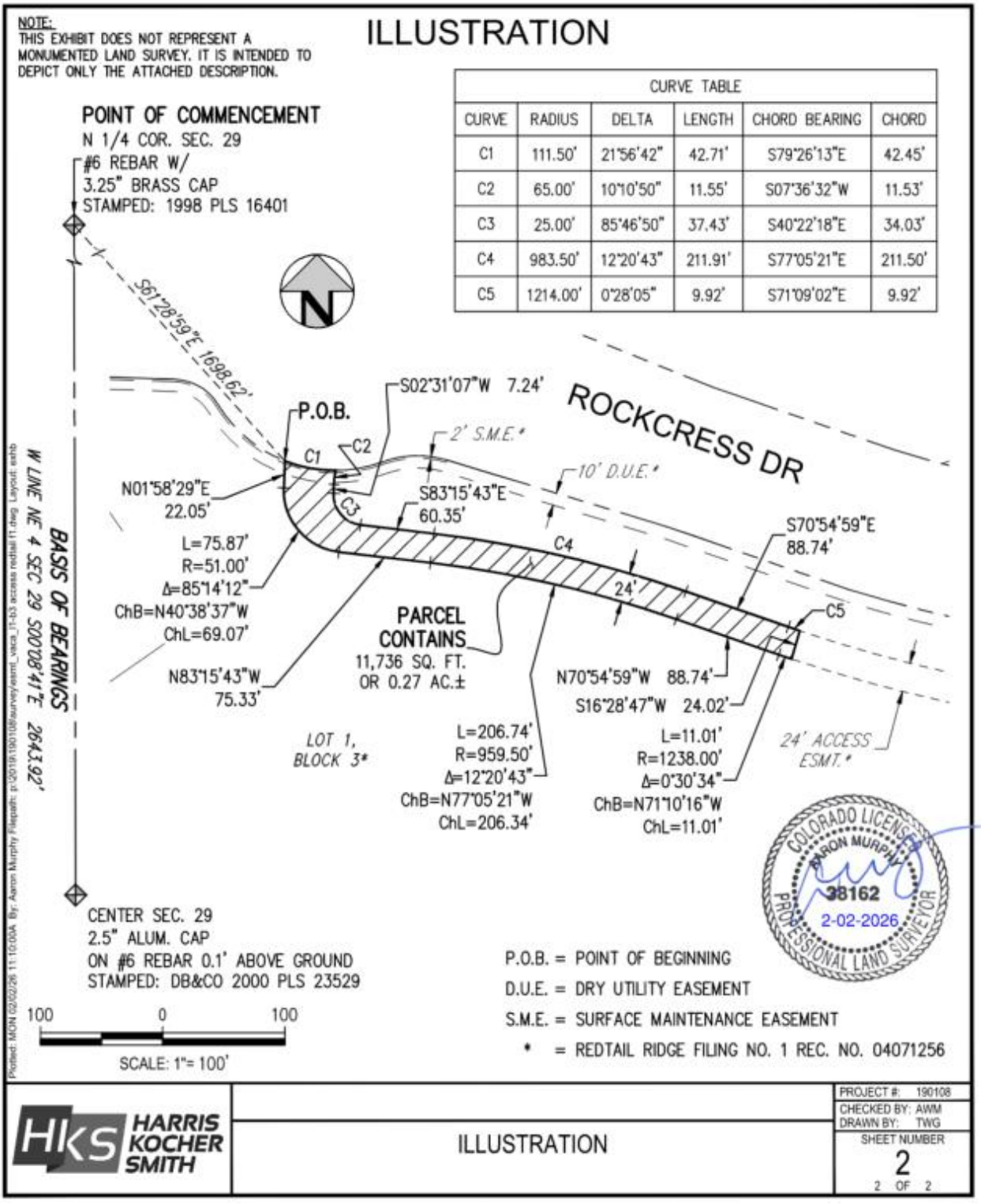

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
ILLUSTRATION
CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD
C1 | 111.50' | 21°56'42" | 42.71' | S79°26'13"E | 42.45'
C2 | 65.00' | 10°10'50" | 11.55' | S07°36'32"W | 11.53'
C3 | 25.00' | 85°46'50" | 37.43' | S40°22'18"E | 34.03'
C4 | 983.50' | 12°20'43" | 211.91' | S77°05'21"E | 211.50'
C5 | 1214.00' | 0°28'05" | 9.92' | S71°09'02"E | 9.92'
POINT OF COMMENCEMENT
N 1/4 COR. SEC. 29
#6 REBAR W/
3.25" BRASS CAP
STAMPED: 1998 PLS 16401
S61°28'59"E 1698.62'
N
P.O.B.
S02°31'07"W 7.24'
ROCKCRESS DR
2' S.M.E.*
10' D.U.E.*
C1
C2
C3
C4
C5
N01°58'29"E
22.05'
S83°15'43"E
60.35'
S70°54'59"E
88.74'
L=75.87'
R=51.00'
Δ=85°14'12"
ChB=N40°38'37"W
ChL=69.07'
24'
PARCEL
CONTAINS
11,736 SQ. FT.
OR 0.27 AC.±
N83°15'43"W
75.33'
N70°54'59"W 88.74'
S16°28'47"W 24.02'
LOT 1,
BLOCK 3*
L=206.74'
R=959.50'
Δ=12°20'43"
ChB=N77°05'21"W
ChL=206.34'
L=11.01'
R=1238.00'
Δ=0°30'34"
ChB=N71°10'16"W
ChL=11.01'
24' ACCESS
ESM.T.*
BASIS OF BEARINGS
W LINE NE 4 SEC 29 S00°08'41"E 2643.92'
CENTER SEC. 29
2.5" ALUM. CAP
ON #6 REBAR 0.1' ABOVE GROUND
STAMPED: DB&CO 2000 PLS 23529
100 0 100
SCALE: 1"= 100'
COLORADO LICENSED
AARON MURPHY
38162
2-02-2026
PROFESSIONAL LAND SURVEYOR
P.O.B. = POINT OF BEGINNING
D.U.E. = DRY UTILITY EASEMENT
S.M.E. = SURFACE MAINTENANCE EASEMENT
* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256
Posted: MON 02/02/26 11:10:00A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_vcat_11-b3 access redtail11.dwg Layout: exhb
HARRIS KOCHER SMITH
ILLUSTRATION
PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER
2
2 OF 2

Exhibit B

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 3, REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, 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 NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 64°47'47" EAST, A DISTANCE OF 2,129.26 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;
THENCE SOUTH 70°54'59" EAST ALONG SAID NORTH LINE, A DISTANCE OF 28.84 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 7.19 FEET, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 00°21'07", AND A CHORD WHICH BEARS SOUTH 73°04'30" EAST A CHORD DISTANCE OF 7.19 FEET;
THENCE SOUTH 16°28'47" WEST, A DISTANCE OF 19.38 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.59 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°43'31", AND A CHORD WHICH BEARS SOUTH 28°52'58" EAST A CHORD DISTANCE OF 35.58 FEET TO THE NORTH LINE OF THAT 24-FOOT ACCESS EASEMENT GRANTED BY SAID REDTAIL RIDGE FILING NO. 1 AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 61.33 FEET, SAID CURVE HAVING A RADIUS OF 1,214.00 FEET, A CENTRAL ANGLE OF 02°53'40", AND A CHORD WHICH BEARS NORTH 72°49'54" WEST A CHORD DISTANCE OF 61.32 FEET;
THENCE NORTH 16°28'47" EAST, A DISTANCE OF 45.01 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,746 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°08'41" EAST PER THE PLAT OF REDTAIL RIDGE FILING NO. 1. SAID LINE MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" BRASS CAP STAMPED "1998 PLS 16401", AND MONUMENTED AT THE CENTER QUARTER CORNER BY A #6 REBAR WITH A 2.5" ALUMINUM CAP 0.1' ABOVE GROUND STAMPED "DB&CO 2000 PLS 23529".

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300

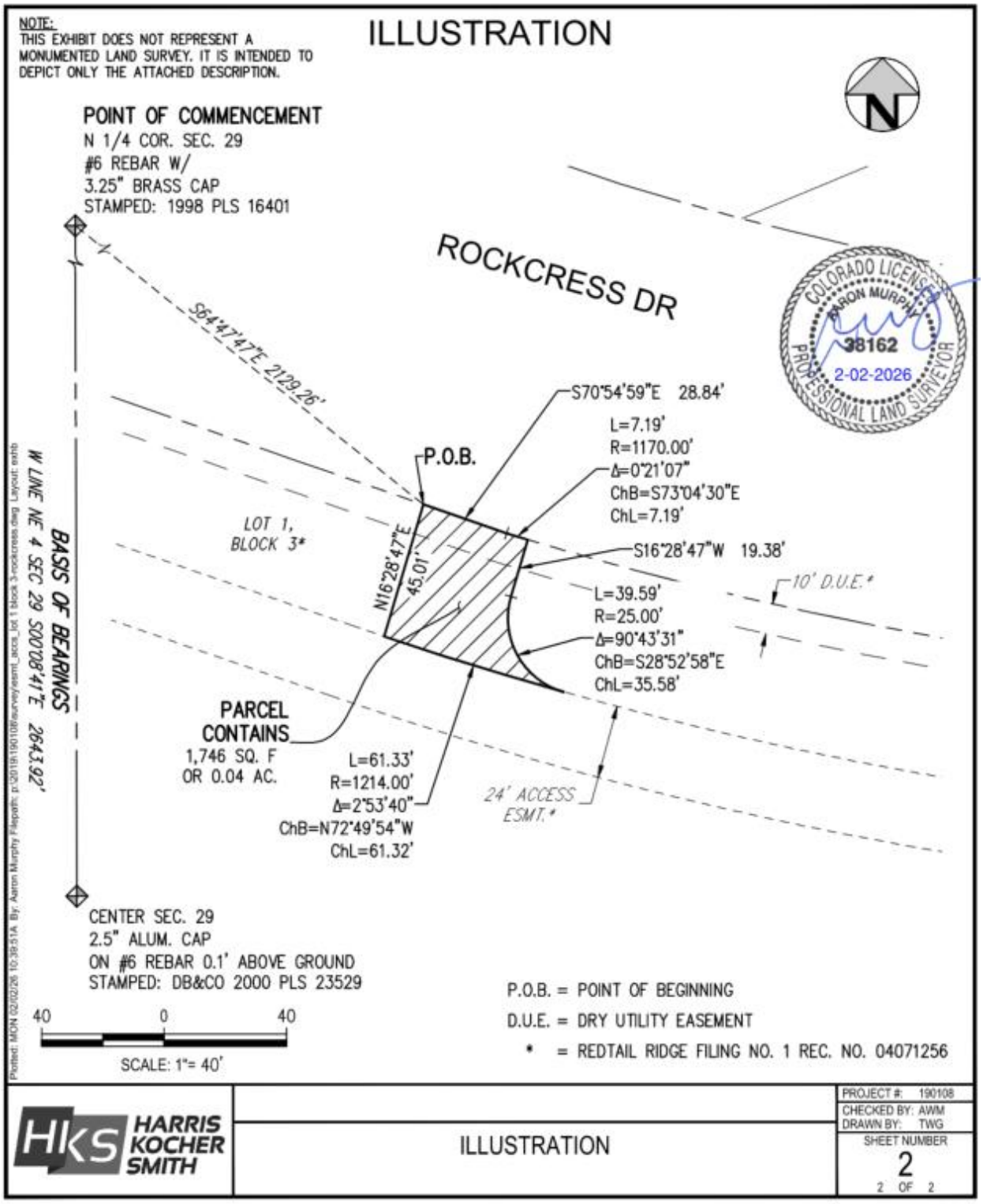


Plotted: MON 02/02/26 10:39:49A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_accs_lot 1 block 3-rockcress.dwg Layout: desc

HARRIS KOCHER SMITH

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 1
1 OF 2


NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
ILLUSTRATION
POINT OF COMMENCEMENT
N 1/4 COR. SEC. 29
#6 REBAR W/
3.25" BRASS CAP
STAMPED: 1998 PLS 16401
ROCKCRESS DR
S64°47'47"E 2129.26'
P.O.B.
S70°54'59"E 28.84'
L=7.19'
R=1170.00'
Δ=0°21'07"
ChB=S73°04'30"E
ChL=7.19'
S16°28'47"W 19.38'
L=39.59'
R=25.00'
Δ=90°43'31"
ChB=S28°52'58"E
ChL=35.58'
10' D.U.E.*
N16°28'47"E 45.01'
LOT 1, BLOCK 3*
BASIS OF BEARINGS
W LINE NE 4 SEC 29 S00°08'41"E 2643.92'
PARCEL CONTAINS
1,746 SQ. F
OR 0.04 AC.
L=61.33'
R=1214.00'
Δ=2°53'40"
ChB=N72°49'54"W
ChL=61.32'
24' ACCESS ESMT.*
CENTER SEC. 29
2.5" ALUM. CAP
ON #6 REBAR 0.1' ABOVE GROUND
STAMPED: DB&CO 2000 PLS 23529
40 0 40
SCALE: 1"= 40'
P.O.B. = POINT OF BEGINNING
D.U.E. = DRY UTILITY EASEMENT
* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256
COLORADO LICENSED
AARON MURPHY
38162
2-02-2026
PROFESSIONAL LAND SURVEYOR
HARRIS KOCHER SMITH
ILLUSTRATION
PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER
2
2 OF 2

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): Redtail Ridge Filing No. 1

Legal Description:

Lot 1 Block 3 Subdivision Redtail Ridge Filing No. 1

Lot Area: 1009540 Sq. Ft. or 23.18 Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☐ Concept Plan
- ☒ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
  - ☐ Amendment
  - ☐ New GDP
- ☐ Planned Unit Development (PUD)
  - ☐ Amendment
  - ☐ Preliminary
  - ☐ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
  - ☐ Amendment
  - ☐ New SRU
- ☐ Subdivision
  - ☐ Final or Replat
  - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☐ Other: _____

PROJECT DESCRIPTION:

We are requesting the vacation of a portion of the 24' access easement granted to the City of Louisville in Lot 1 Block 3 of Redtail Ridge Filing No. 1. The legal description of the portion to be vacated has been submitted to the city. We are also requesting a new portion of the access easement be created and recorded by separate document. The legal description for the new portion of access easement has been submitted to the city.

Property Owner Information

Name: Connor Alan Lee Entity (if applicable) Sterling Bay

Address: _____

Phone: _____ Email: _____

Application Representative Information

Name: Tim Sayler Entity (if applicable) Harris Kocher Smith

Address: _____

Phone: _____ Email: _____

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

_____	Connor Alan-Lee	3/20/26
Signature*	Print Name	Date

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 3, REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, 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 NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 64°47'47" EAST, A DISTANCE OF 2,129.26 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;
THENCE SOUTH 70°54'59" EAST ALONG SAID NORTH LINE, A DISTANCE OF 28.84 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 7.19 FEET, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 00°21'07", AND A CHORD WHICH BEARS SOUTH 73°04'30" EAST A CHORD DISTANCE OF 7.19 FEET;
THENCE SOUTH 16°28'47" WEST, A DISTANCE OF 19.38 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.59 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°43'31", AND A CHORD WHICH BEARS SOUTH 28°52'58" EAST A CHORD DISTANCE OF 35.58 FEET TO THE NORTH LINE OF THAT 24-FOOT ACCESS EASEMENT GRANTED BY SAID REDTAIL RIDGE FILING NO. 1 AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 61.33 FEET, SAID CURVE HAVING A RADIUS OF 1,214.00 FEET, A CENTRAL ANGLE OF 02°53'40", AND A CHORD WHICH BEARS NORTH 72°49'54" WEST A CHORD DISTANCE OF 61.32 FEET;
THENCE NORTH 16°28'47" EAST, A DISTANCE OF 45.01 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,746 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°08'41" EAST PER THE PLAT OF REDTAIL RIDGE FILING NO. 1. SAID LINE MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" BRASS CAP STAMPED "1998 PLS 16401", AND MONUMENTED AT THE CENTER QUARTER CORNER BY A #6 REBAR WITH A 2.5" ALUMINUM CAP 0.1' ABOVE GROUND STAMPED "DB&CO 2000 PLS 23529".

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300



Plotted: MON 02/02/26 10:39:49A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_accs_lot 1 block 3-rockcress.dwg Layout: desc

HARRIS KOCHER SMITH

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER
1
1 OF 2

ILLUSTRATION

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.



POINT OF COMMENCEMENT
N 1/4 COR. SEC. 29
#6 REBAR W/
3.25" BRASS CAP
STAMPED: 1998 PLS 16401

ROCKCRESS DR



S64°47'47"E 2129.26'

S70°54'59"E 28.84'
L=7.19'
R=1170.00'
Δ=0°21'07"
ChB=S73°04'30"E
ChL=7.19'

P.O.B.

LOT 1,
BLOCK 3*

N16°28'47"E 45.01'

S16°28'47"W 19.38'

10' D.U.E.*

L=39.59'
R=25.00'
Δ=90°43'31"
ChB=S28°52'58"E
ChL=35.58'

PARCEL CONTAINS
1,746 SQ. F
OR 0.04 AC.

L=61.33'
R=1214.00'
Δ=2°53'40"
ChB=N72°49'54"W
ChL=61.32'

24' ACCESS ESMT.*

BASIS OF BEARINGS
W LINE NE 4 SEC 29 S0008'41"E 2643.92'

CENTER SEC. 29
2.5" ALUM. CAP
ON #6 REBAR 0.1' ABOVE GROUND
STAMPED: DB&CO 2000 PLS 23529

40 0 40
SCALE: 1"= 40'

P.O.B. = POINT OF BEGINNING
D.U.E. = DRY UTILITY EASEMENT
* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256

Plotted: MON 02/02/26 10:39:51A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_accs_lot 1 block 3-rockcress.dwg Layout: exhb

HARRIS KOCHER SMITH

ILLUSTRATION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER
2
2 OF 2

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT ACCESS EASEMENT GRANTED BY REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 LOCATED IN LOT 1, BLOCK 3 THEREOF, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, 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 NORTH QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 61°28'59" EAST, A DISTANCE OF 1,698.62 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT, A POINT OF NON-TANGENT CURVATURE, AND THE **POINT OF BEGINNING**;
THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING EIGHT (8) COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 42.71 FEET, SAID CURVE HAVING A RADIUS OF 111.50 FEET A CENTRAL ANGLE OF 21°56'42" AND A CHORD WHICH BEARS SOUTH 79°26'13" EAST A CHORD DISTANCE OF 42.45 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 11.55 FEET, SAID CURVE HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 10°10'50", AND A CHORD WHICH BEARS SOUTH 07°36'32" WEST A CHORD DISTANCE OF 11.53 FEET;
3. SOUTH 02°31'07" WEST, A DISTANCE OF 7.24 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 37.43 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°46'50", AND A CHORD WHICH BEARS SOUTH 40°22'18" EAST A CHORD DISTANCE OF 34.03 FEET;
5. SOUTH 83°15'43" EAST, A DISTANCE OF 60.35 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 211.91 FEET, SAID CURVE HAVING A RADIUS OF 983.50 FEET, A CENTRAL ANGLE OF 12°20'43", AND A CHORD WHICH BEARS SOUTH 77°05'21" EAST A CHORD DISTANCE OF 211.50 FEET;
7. SOUTH 70°54'59" EAST, A DISTANCE OF 88.74 FEET TO A POINT OF CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 9.92 FEET, SAID CURVE HAVING A RADIUS OF 1,214.00 FEET, A CENTRAL ANGLE OF 00°28'05", AND A CHORD WHICH BEARS SOUTH 71°09'02" EAST A CHORD DISTANCE OF 9.92 FEET;

THENCE SOUTH 16°28'47" WEST, A DISTANCE OF 24.02 FEET TO THE SOUTH LINE OF SAID EASEMENT AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING SIX (6) COURSES:

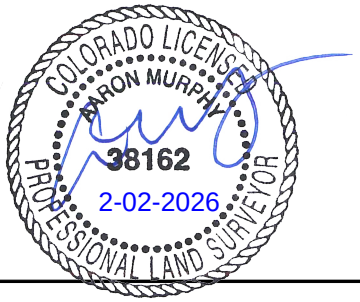
1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 11.01 FEET, SAID CURVE HAVING A RADIUS OF 1,238.00 FEET, A CENTRAL ANGLE OF 00°30'34", AND A CHORD WHICH BEARS NORTH 71°10'16" WEST A CHORD DISTANCE OF 11.01 FEET;
2. NORTH 70°54'59" WEST, A DISTANCE OF 88.74 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 206.74 FEET, SAID CURVE HAVING A RADIUS OF 959.50 FEET, A CENTRAL ANGLE OF 12°20'43", AND A CHORD WHICH BEARS NORTH 77°05'21" WEST A CHORD DISTANCE OF 206.34 FEET;
4. NORTH 83°15'43" WEST, A DISTANCE OF 75.33 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 75.87 FEET, SAID CURVE HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF 85°14'12", AND A CHORD WHICH BEARS NORTH 40°38'37" WEST A CHORD DISTANCE OF 69.07 FEET;
6. NORTH 01°58'29" EAST, A DISTANCE OF 22.05 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 11,736 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°08'41" EAST PER THE PLAT OF REDTAIL RIDGE FILING NO. 1. SAID LINE MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" BRASS CAP STAMPED "1998 PLS 16401", AND MONUMENTED AT THE CENTER QUARTER CORNER BY A #6 REBAR WITH A 2.5" ALUMINUM CAP 0.1' ABOVE GROUND STAMPED "DB&CO 2000 PLS 23529".

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300



HARRIS KOCHER SMITH

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 1
1 OF 2

Plotted: MON 02/02/26 11:09:57A By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_vaca_l1-b3 access redtail f1.dwg Layout: desc

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

ILLUSTRATION

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	111.50'	21°56'42"	42.71'	S79°26'13"E	42.45'
C2	65.00'	10°10'50"	11.55'	S07°36'32"W	11.53'
C3	25.00'	85°46'50"	37.43'	S40°22'18"E	34.03'
C4	983.50'	12°20'43"	211.91'	S77°05'21"E	211.50'
C5	1214.00'	0°28'05"	9.92'	S71°09'02"E	9.92'

POINT OF COMMENCEMENT
N 1/4 COR. SEC. 29
#6 REBAR W/
3.25" BRASS CAP
STAMPED: 1998 PLS 16401

S61°28'59"E 1698.62'



S02°31'07"W 7.24'

P.O.B.

ROCKCRESS DR

2' S.M.E.*

10' D.U.E.*

C1 C2 C3 C4 C5

N01°58'29"E
22.05'

S83°15'43"E
60.35'

S70°54'59"E
88.74'

L=75.87'
R=51.00'
Δ=85°14'12"
ChB=N40°38'37"W
ChL=69.07'

24'

PARCEL CONTAINS
11,736 SQ. FT.
OR 0.27 AC.±

N83°15'43"W
75.33'

N70°54'59"W 88.74'
S16°28'47"W 24.02'

LOT 1,
BLOCK 3*

L=206.74'
R=959.50'
Δ=12°20'43"
ChB=N77°05'21"W
ChL=206.34'

L=11.01'
R=1238.00'
Δ=0°30'34"
ChB=N71°10'16"W
ChL=11.01'

24' ACCESS ESMT.*

BASIS OF BEARINGS
W LINE NE 4 SEC 29 S0008'41"E 2643.92'

CENTER SEC. 29
2.5" ALUM. CAP
ON #6 REBAR 0.1' ABOVE GROUND
STAMPED: DB&CO 2000 PLS 23529

100 0 100
SCALE: 1"= 100'

COLORADO LICENSED
AARON MURPHY
38162
PROFESSIONAL LAND SURVEYOR
2-02-2026

P.O.B. = POINT OF BEGINNING
D.U.E. = DRY UTILITY EASEMENT
S.M.E. = SURFACE MAINTENANCE EASEMENT
* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256

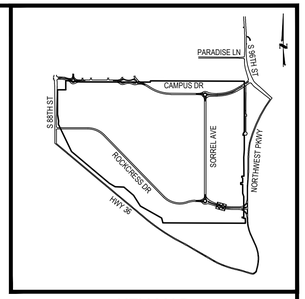
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HARRIS KOCHER SMITH

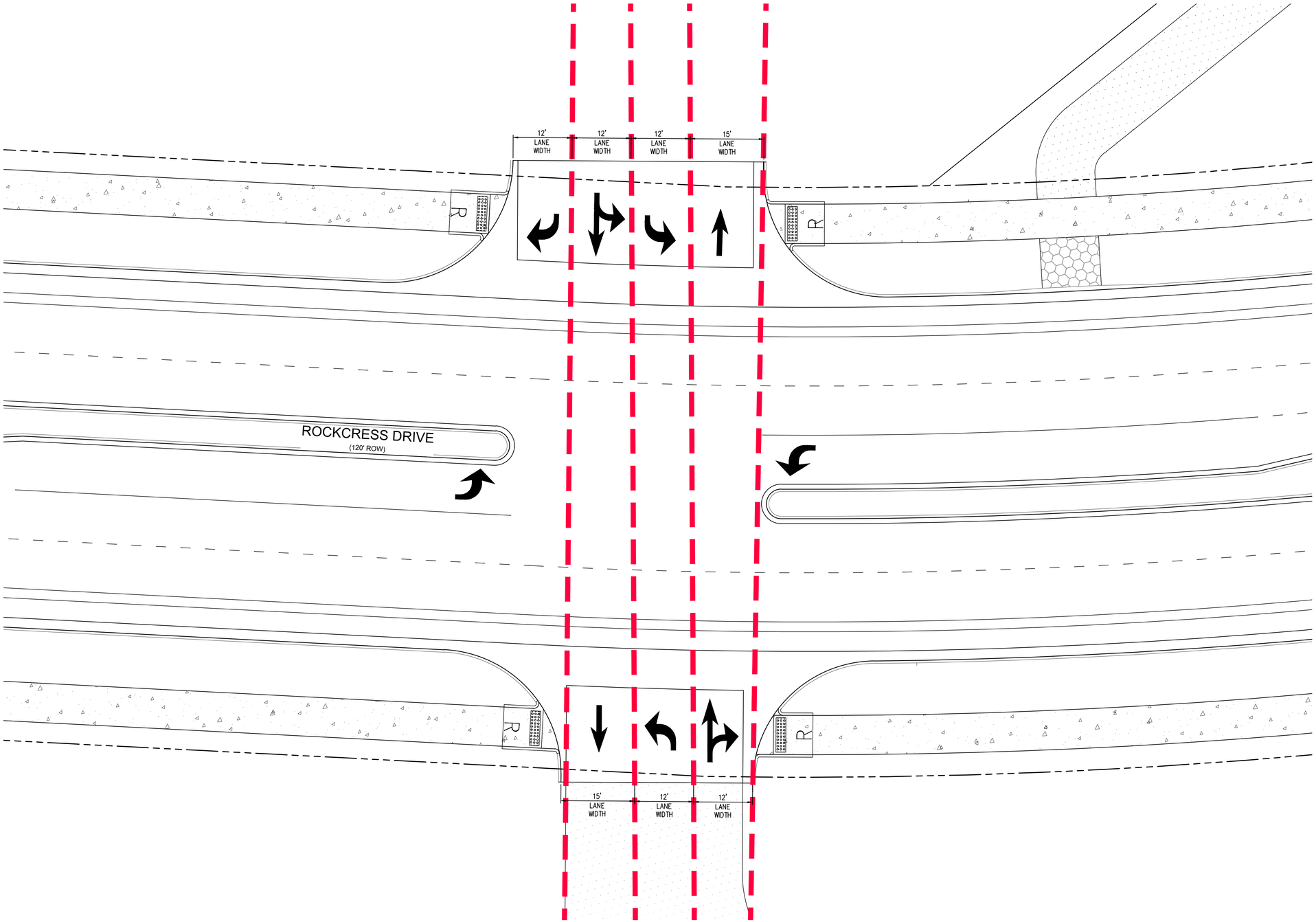
ILLUSTRATION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER
2
2 OF 2

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.



KEY MAP
1"=2000'



LANE ALIGNMENT EXHIBIT

SCALE: 1" = 10'

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

File path: P:\2019\19019\08ENGINEERING\EXHIBITS\ROCKCRESS LANE ALIGNMENT EXHIBIT.DWG [Layout: LAYOUT1]
Plotted: By: Jake McDowell

City of Louisville
COLORADO • SINCE 1878

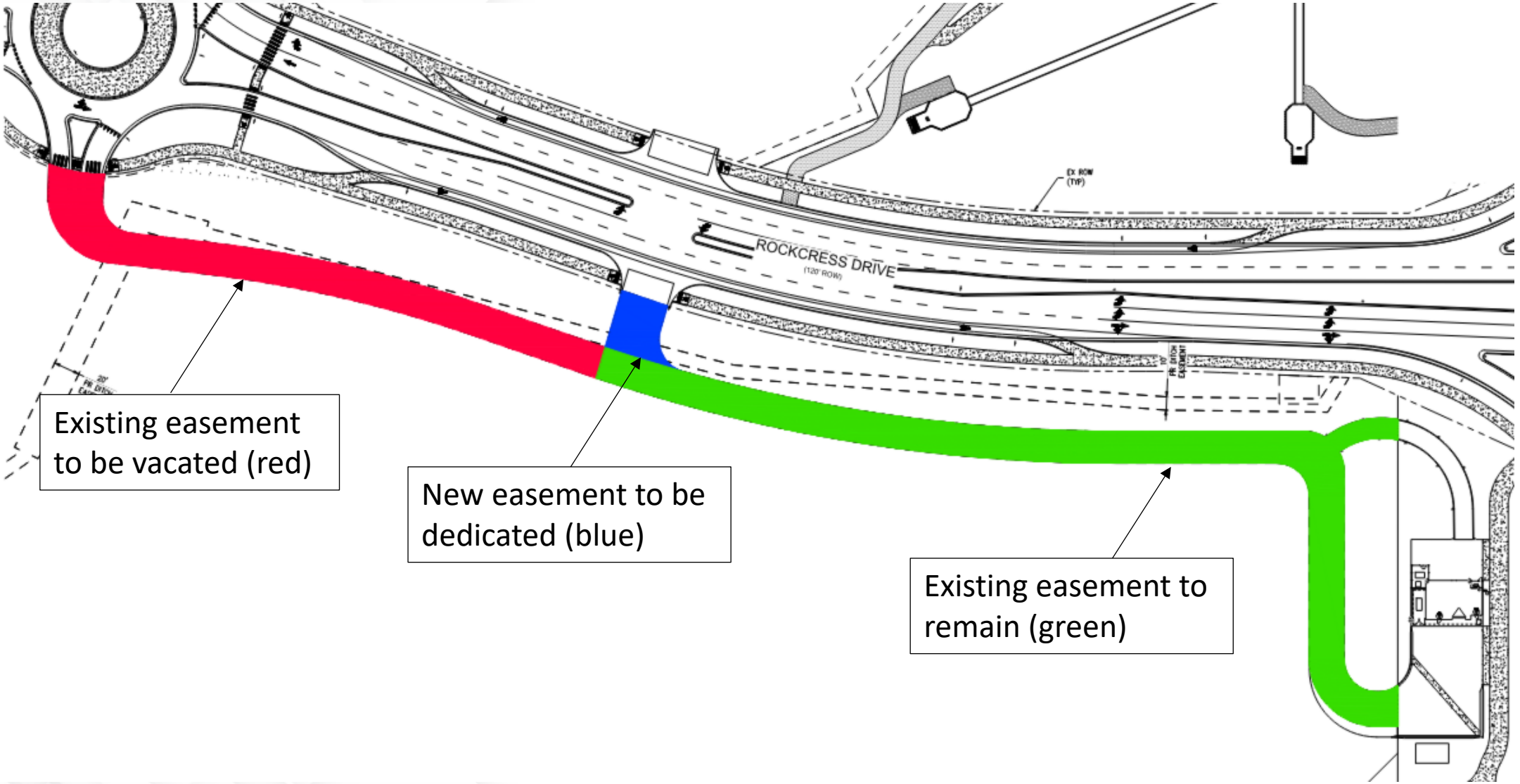
City Council

2nd Reading - May 19th, 2026

ORDINANCE NO. 1923, SERIES 2026; AN ORDINANCE VACATING AN ACCESS EASEMENT LOCATED WITHIN LOT 1, BLOCK 3, REDTAIL RIDGE FILING NO. 1

Summary

- Vacate portion of existing easement on Lot 1, Block 3 in Redtail Ridge
- A new easement will be dedicated to maintain access from Rockcress Drive to Tract K (Lift station property)
- Easement will remain as Lot 1, Block 3 develops



City of Louisville

Recommendation

Staff recommend approval of Ordinance No. 1923, Series 2026, with the condition that the new access easement be executed concurrent with the vacation.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 10.E.

Subject: Ordinance No. 1926, Series 2026 — An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1 — 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: May 19, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:
Staff is presenting an ordinance to vacate an access and maintenance easement for a communications tower that was established as part of Redtail Ridge Filing No. 1. The communications tower was previously used for emergency communications but is now being abandoned, and the easement is no longer needed.

Background / Prior Discussions:
The Boulder County Sheriff's Office (BCSO) entered into an agreement with StorageTek in 2002 to construct an emergency communications tower and equipment shed on the property for VHF receivers. The tower was completed in 2009 after the property was sold to ConocoPhillips. Although an easement was established as part of the Redtail Ridge Filing No. 1 subdivision approval in 2024, there is no record identifying ownership of the tower, and there are no current agreements with the current landowners (Sterling Bay and AdventHealth) regarding the tower location.

Development Proposal:
N/A

Analysis:
The BCSO has submitted the attached letter stating that it has determined that continued maintenance of the tower is not practical. The Louisville Police Department has also been consulted and supports the BCSO's decision to abandon the tower. The BCSO intends to work with AdventHealth after construction of the new hospital to place receivers on the hospital property and anticipates improved network connectivity at the new location.

Council Work Plan:
This item is not on the 2026 City Council Workplan

Fiscal Impact:
None.

Alternatives:

- Approve Ordinance No. 1926, Series 2026 on first reading and set the public hearing date.
- Not approve Ordinance No. 1926, Series 2026 on first reading.

Recommendation:
Staff recommends approval of Ordinance No. 1926, Series 2026 on first reading and setting the public hearing date.

Attachments:
1. Ordinance No. 1926, Series 2026
2. BCSO Letter
3. Staff Presentation

ORDINANCE NO. 1926
SERIES 2026

AN ORDINANCE VACATING AN EASEMENT FOR A COMMUNICATIONS TOWER LOCATED WITHIN REDTAIL RIDGE FILING NO. 1

WHEREAS, by the Redtail Ridge Filing No. 1 subdivision, recorded in the Office of the Boulder County Clerk and Recorder on December 23, 2024 at Reception No. 04071256 (the "Subdivision"), an access easement for public safety communications tower (the "Easement") was granted to the City of Louisville within Lots 1 and 2, Block 2 of the Subdivision; and

WHEREAS, the tower within such easement is being abandoned and therefore the Easement is no longer needed; and

WHEREAS, a request has been received for the City Council to vacate the Easement; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the Easement.

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

Section 1. The City hereby vacates the Easement across Lots 1 and 2, Block 2 of the Redtail Ridge Filing No. 1 subdivision, the legal description of which is set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

Section 2. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are repealed to the extent of such inconsistency or conflict.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the easement herein vacated, including but not limited to execution of quit claim deeds.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2025.

_____
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, Interim City Clerk

APPROVED AS TO FORM:
Kelly PC

_____
Kathleen M. Kelly, City Attorney

DESCRIPTION

A PARCEL OF LAND BEING THAT PUBLIC SAFETY COMMUNICATIONS TOWER MAINTENANCE ACCESS EASEMENT GRANTED BY REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, 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 SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 20 AND SECTION 21;
THENCE SOUTH 82°43'33" WEST, A DISTANCE OF 1,094.09 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT AND THE **POINT OF BEGINNING**;

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 89°57'25" EAST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 656.37 FEET;
2. NORTH 02°57'16" EAST, A DISTANCE OF 46.09 FEET;
3. SOUTH 87°02'44" EAST, A DISTANCE OF 30.00 FEET;
4. SOUTH 02°57'16" WEST, A DISTANCE OF 75.00 FEET;
5. NORTH 87°02'44" WEST, A DISTANCE OF 30.00 FEET;
6. NORTH 02°57'16" EAST, A DISTANCE OF 16.89 FEET;
7. SOUTH 89°57'25" WEST, A DISTANCE OF 655.75 FEET;
8. NORTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 10,123 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°02'35" EAST AS SHOWN ON REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256. SAID LINE BEING MONUMENTED AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 20 AND SECTION 21 BY A #6 REBAR WITH A 2" ALUMINUM CAP STAMPED "2002 PLS 24305", AND BEING MONUMENTED AT THE SOUTHEAST CORNER BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "MERRICK & CO 2009 PLS 33200".

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300



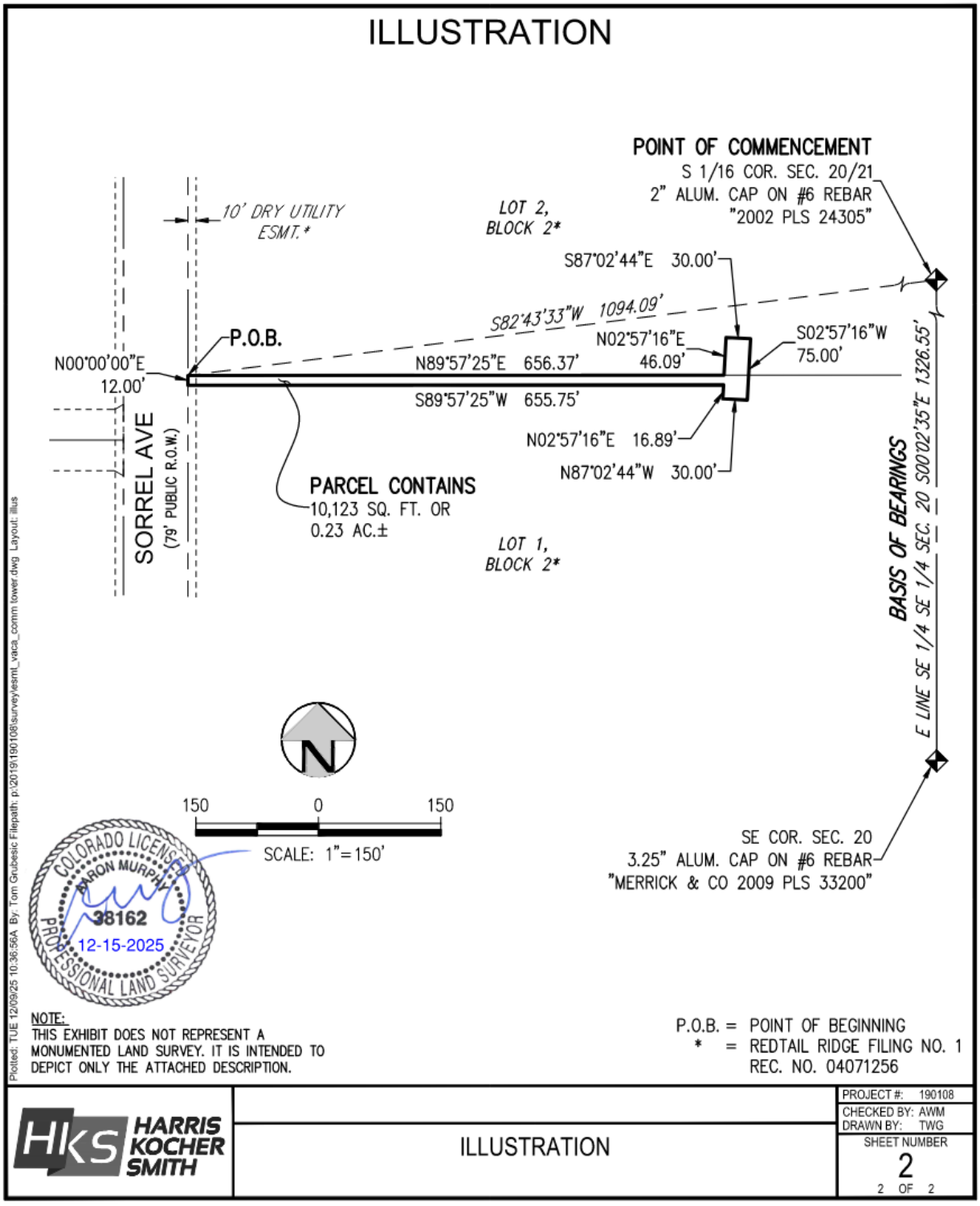
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HARRIS KOCHER SMITH

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 1
1 OF 2

ILLUSTRATION



COLORADO LICENSED
AARON MURPHY
38162
PROFESSIONAL LAND SURVEYOR
12-15-2025

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

P.O.B. = POINT OF BEGINNING
* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256

Plotted: TUE 12/09/25 10:36:56A By: Tom Grubesic Filepath: p:\2019\190108\survey\esmt_vaca_comm tower.dwg Layout: illus

HARRIS KOCHER SMITH

ILLUSTRATION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 2
2 OF 2

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Boulder County Sheriff's Office
Communications – Radio Shop
3280 Airport Road Boulder, Colorado 80301

October 3, 2025

Memo: Removal of BCSO Radio Equipment from Redtail (Superior) Tower Site

To: Division Chief Brian Zierlein B.Z.

The Boulder County Sheriff's Office Radio Shop will be removing its equipment from the Redtail (Superior) tower site by the end of October 2025. The equipment at this site currently includes one VHF receiver for the Law channel and one VHF receiver for the Fire channel.

Background

- The Redtail tower property was sold in 2020. Since that time, BCSO has had limited information regarding ownership of the tower and shelter or responsibility for utilities.
- Based on recent correspondence (found on separate file), Phillips 66 no longer retained ownership after the sale, and the site has operated without formal management.
- The property is now being redeveloped as the future location of the new Avista hospital.

Decision

The BCSO Radio Shop was offered the option to install a new power feed to maintain operation at the tower site, with a deadline of October 31, 2025. However, due to the following factors, we have determined that continuing at this location is not practical:

- Estimated costs in the tens of thousands of dollars for new electrical service.
- Lack of a formal site agreement or long-term security of tenancy.
- Existing high density of Law and Fire receivers in the surrounding area, reducing the operational impact of removal.

Next Steps

Looking ahead, the Radio Shop anticipates placing receivers at the new Avista hospital once it is constructed. This location may provide improved network connectivity and backup power—capabilities not available at the existing tower site—and will also replace receivers currently housed at the existing hospital once that facility is retired

Scott Whitehead

Scott Whitehead, Supervisor
BCSO Radio Shop

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Redtail Ridge radio site history

August 2025

2002: on July 9, 2002: the Boulder County Sheriff's Office signed an agreement to utilize a tower and shelter on the Storage Tek property for VHF receivers. The agreement was signed by George Epp and Dennis Foote (director of real estate and facilities management with Storage Technology Corp)

2005: Sun Microsystems buys Storage Technology and its campus.

2007: Sun vacates the property and puts the site up for sale.

February 2008: ConocoPhillips purchases the land.

September 2008: ConocoPhillips plans to develop a tower on the eastern edge of the property to move BCSO equipment to. All the planning and tower build is being done by ConocoPhillips.

December 2008: ConocoPhillips continues to work on plans with the City of Louisville for approval, etc. It was confirmed between the City and ConocoPhillips that the new tower will be used exclusively for public safety communications supporting the City of Louisville and Boulder County. This was an important distinction as it allows this infrastructure to be erected and exempt from the City's Telecommunications Ordinance. City of Louisville contacts here were Bruce Goodman (police chief) and Paul Wood (planning director for City of Louisville). Tower type: Sabre model S3TL series HD. 100ft free standing lattice tower rated for 85mph winds with 0.5" ice.

January 31, 2009: Tower build is complete. BCSO paid for an antenna mount, antenna, ½" hardline coax and coax clamps. Otherwise, all other site expenses were paid by Conoco Phillips, and installation was done by their contractors.

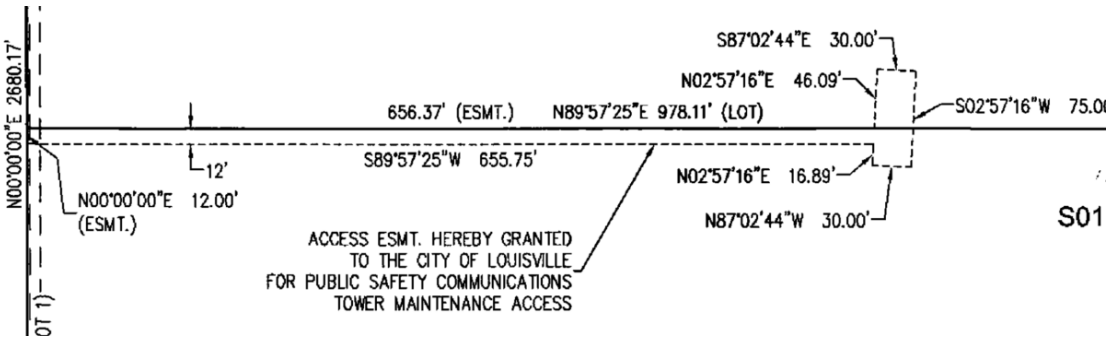
February 2009: BCSO moved into the facility and installed our VHF receivers with backhaul to the comm center via phone lines. No other new agreements were drawn up with Conoco Phillips.

2012: ConocoPhillips spins off Phillips66. The Louisville property and its unmaterialized development plans are transferred to Phillips66 which later put the site back on the market.

2020: A Denver-based developer, Brue Baukol Capital Partners, buys the property from Phillips 66, rebranding the site as "Redtail Ridge".

2022: in July of that year, Sterling Bay purchased the land from Brue Baukol Capital.

2024: Sterling Bay platted the land and during this time, the City of Louisville established an access easement to the tower. However, the city doesn't own the land nor the tower and shelter per Rob Zuccaro, Community Development Director for City of Louisville.



2025: February; Portercare Adventist Health System purchased a plot of land in Redtail Ridge which includes the land that the tower and shelter are on. A new hospital is to be built on the land, and we are presuming, given the City easement on the property, that it will remain however we are not positive, especially knowing that we do not have a contract with the current landowner to be on the property.

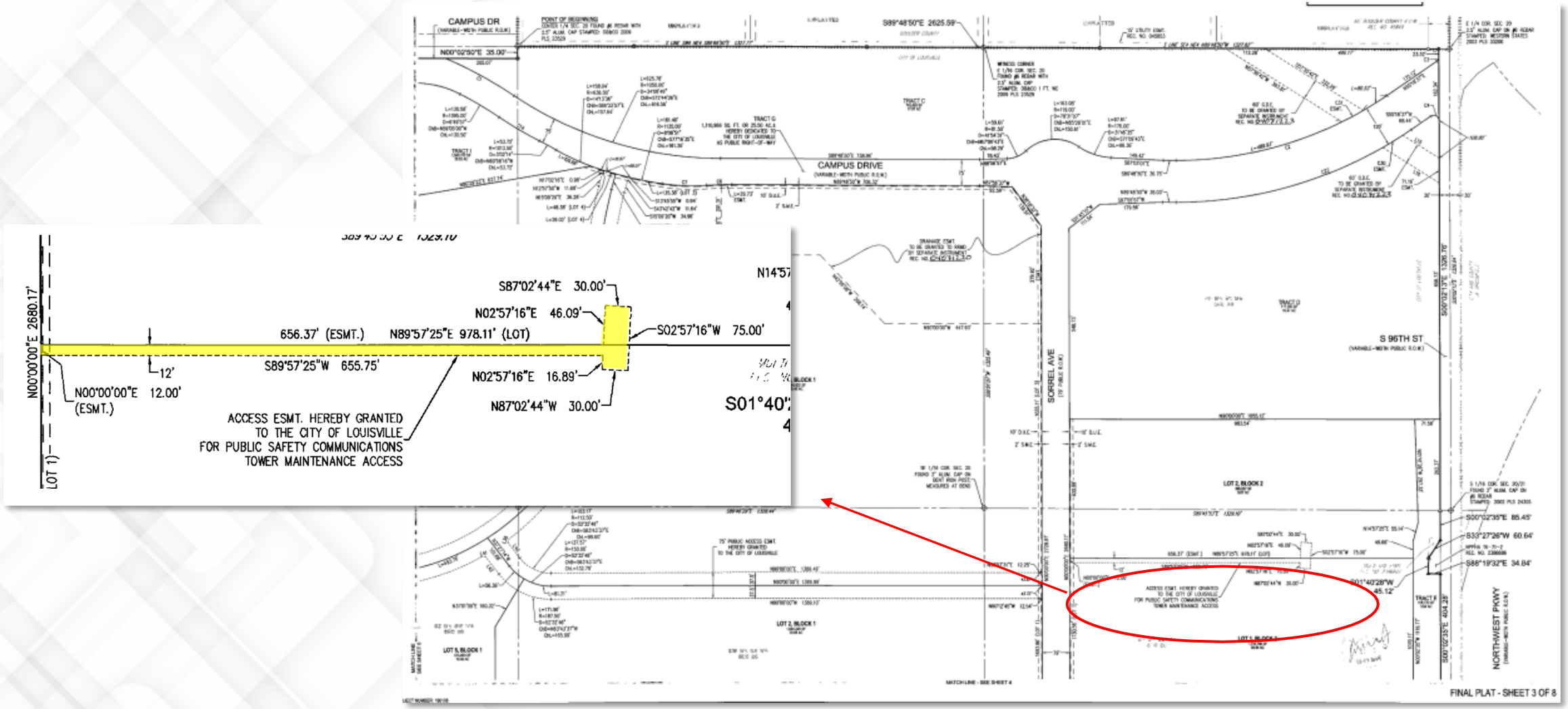


An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1

Ordinance No. 1926, Series 2026
First Reading and Set Public Hearing
May 19, 2026

Presented by Rob Zuccaro, Community Development Director

City of Louisville



City of Louisville

Communications Tower Easement Vacation

- BCSO entered into agreement with StorageTek in 2002 for tower
- Tower constructed in 2009 when property owned by ConocoPhillips
- No records identifying ownership of the tower and no current agreements with property owners regarding the tower location
- BCSO submitted letter supporting removal of the tower, has determined continued maintenance is not feasible
- BCSO intends to work with AdventHealth to locate new receives at new hospital
- Police Department has been consulted and supports BCSO's decision

Staff Recommendation

- Approval of Ordinance No. 1926, Series 2026 on first reading and set the public hearing date for final adoption.

City of Louisville