

SUBJECT: AWARD CONTRACTS FOR THE 2024 CONCRETE REPLACEMENT PROJECT; 2024 STREET RESURFACING PROJECT; AND 2024 ON-CALL INSPECTIONS

DATE: MARCH 19, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff recommends approval of:

- 2024 Concrete Replacement contract with Triple M Construction, LLC for the base bid amount of \$1,330,451 plus a 15% contingency in the amount of \$200,000.
- 2024 Street Resurfacing Project contract with Oldcastle SW Group, Inc. dba APC Construction Co. for the base bid amount of \$2,227,453 plus a 10% contingency in the amount of \$223,000.
- On-Call Field Inspection Services contract with Rocksol Consulting Group, Inc. for \$30,000.

2024 CONCRETE REPLACEMENT PROJECT

Staff advertised the 2024 Concrete Replacement Project on January 31 and February 7, 2024. Bids were received on February 29, 2024. Bids received are as follows:

Contractor	Base Bid
Triple M Construction, LLC	\$1,330,451.00
CASI	\$1,417,344.80
Essential Contractors	\$1,477,328.14
Silva Construction, Inc.	\$1,555,648.00
Stone & Concrete	\$1,762,707.19
ABC Asphalt & Concrete	\$1,793,056.00
Metro Pavers, Inc.	\$1,863,255.64

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

Base Bid concrete work being approved supports the 2024 Street Resurfacing Project by completing repairs to cracked and heaving sidewalks, replacing non-compliant ADA ramps, improving pedestrian crossings, and miscellaneous repairs to concrete within parks and open spaces.

Refer to the attached map for locations (attachment 2) included with the base bid. This work is concrete work in a variety of areas, including pavement management concrete improvements, miscellaneous citywide concrete issues, and Parks and Open Space requests.

2024 STREET RESURFACING PROJECT

Staff advertised the 2024 Street Resurfacing Project on February 7 and 14, 2024. Bids were received on March 5, 2024. Bids received are as follows:

Contractor	Base Bid
APC Construction	\$2,227,452.50
Martin Marietta	\$2,374,070.06
ABC Asphalt & Concrete	\$2,667,589.40
CASI	\$2,770,411.45
Metro Pavers, Inc.	\$2,772,130.87

Staff recommends awarding to Oldcastle SW Group, Inc dba APC Construction Co. (APC Construction) as the low bid contractor based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks. The Base Bid is within budget and unit prices are comparable to recent years.

Please refer to the attached map for locations included with the base bid. The current weighted average PCI for all locations included in the 2024 Street Resurfacing Project is 49.0. The existing city-wide PCI is 72.6 and after this maintenance work the city-wide PCI will increase to 73.0 supporting Council's city-wide goal of a PCI of 75.

GEOTECHNICAL QUALITY TESTING SERVICES (FUTURE RECOMMENDATION)

The City awards a geotechnical testing contract for material and quality testing each year for the streets, concrete, sewer, and water maintenance projects. Staff estimates the streets and concrete portions of this contract to be \$137,000. This will be bid and awarded in a future council communication that includes all geotechnical testing services.

ON-CALL FIELD INSPECTION SERVICES

Staff recommends approval of an on-call inspection contract of up to approximately \$30,000 with Rocksol Consulting Group, Inc. for construction inspection assistance on an as needed basis. This contract will be used to support City inspection staff. Rocksol was selected from the City's 2021 Engineering On-Call list that was procured on a qualifications-based public solicitation.

**PAVEMENT AND CURB RAMP CONDITION SURVEY
(FUTURE RECOMMENDATION)**

The City uses a contractor to conduct a pavement condition survey every three years to determine the pavement condition index (PCI) for each City-maintained street to use when planning the 6-year pavement maintenance program. Mapping and

measurements of each curb ramp will be included in this survey to create an inventory of curb ramps within the City of Louisville. The curb ramp measurements and inventory will determine if existing curb ramps are in compliance with ADA regulations, including slope, width, and landing dimensions. This information will help staff determine appropriate budgets for both street resurfacing and curb ramp repairs and replacements. Staff estimates this contract will be approximately \$120,000. This contract will be a part of a separate recommendation that staff will bring to a future City Council meeting if the cost exceeds \$100,000 per the City's Purchasing Policies.

2025 CONCRETE AND RESURFACING DRAFTING SERVICES (FUTURE RECOMMENDATION)

Staff anticipates the need for professional consulting services for AutoCAD drafting for the 2025 concrete replacement and street resurfacing projects. These services were used for the 2024 concrete replacement and street resurfacing projects due to a vacant Engineering Technician position within the Engineering Division. Staff estimates this effort to be approximately \$60,000.

2024 ALLEYS, RAISED CROSSWALKS, PATCHING (FUTURE RECOMMENDATION)

Staff will advertise for bids for alley maintenance, installation of raised crosswalks for traffic calming and pedestrian safety, asphalt patching, and on-call concrete replacement city-wide. The current estimated costs are \$150,000 for alley maintenance, \$100,000 for raised crosswalk installation, and \$250,000 for asphalt patching. This work will be a part of a separate recommendation that staff will bring to a future City Council meeting.

HERITAGE 2 SLURRY (FUTURE RECOMMENDATION)

Staff will advertise for bids for slurry seal within the Heritage 2 subdivision as part of preventative maintenance. The current estimated cost for this work is \$105,000. This work will be a part of a separate recommendation that staff will bring to a future City Council meeting.

FISCAL IMPACT

Based on the above project awards and estimates compared to project funding shown below, staff is anticipating this year's program will have a budget *remaining balance* of approximately \$1,729,096. Excess funding is due to favorable bid pricing and not as much Marshall Fire area paving as anticipated in 2024 due to construction still underway. Surplus funding will be allocated back to fund reserves for future work and capital project planning.

Projected Funding:

Description	Account	Amount Available
2024 Parks Concrete	211751-547110	\$18,000
2024 Pavement Management	301312-660012	\$6,536,000
2024 Concrete Replacement	301312-660022	\$108,000
Total Funding:		\$6,662,000

Projected Expenses:

Description (This Recommendation)	Amount
2024 Concrete Base Bid	(\$1,330,451)
2024 Concrete 15% Contingency	(\$200,000)
Sub-Total (2024 Concrete Costs):	(\$1,530,451)
Description (This Recommendation)	Amount
2024 Street Resurfacing Base Bid	(\$2,227,453)
2024 Resurfacing 10% Contingency	(\$223,000)
Sub-Total (2024 Pavement Costs):	(\$2,450,453)
Description	Amount
2024 Geotechnical Testing Services *	(\$137,000)
Pavement and Curb Ramp Condition Survey*	(\$120,000)
2025 Concrete and Resurfacing Drafting Services*	(\$60,000)
2024 Alleys*	(\$150,000)
2024 Raised Crosswalks*	(\$100,000)
2024 Patching*	(\$250,000)
Heritage 2 Slurry*	(\$105,000)
On-Call Field Inspection Services (This Communication)	(\$30,000)
Sub-Total Other Work:	(\$952,000)

*Estimated costs (Future Award)

Total Expenses: (\$4,932,904)

Summary

Total Funding	\$6,662,000
Total Expenses	(\$4,932,904)
Total Difference	\$1,729,096

PROGRAM/SUB-PROGRAM:

The recommended contracts support the Transportation-Infrastructure Maintenance goal of providing a safe, well-maintained effective and efficient multimodal transportation system at a reasonable cost.

CITY COUNCIL COMMUNICATION

STAFF RECOMMENDATION:

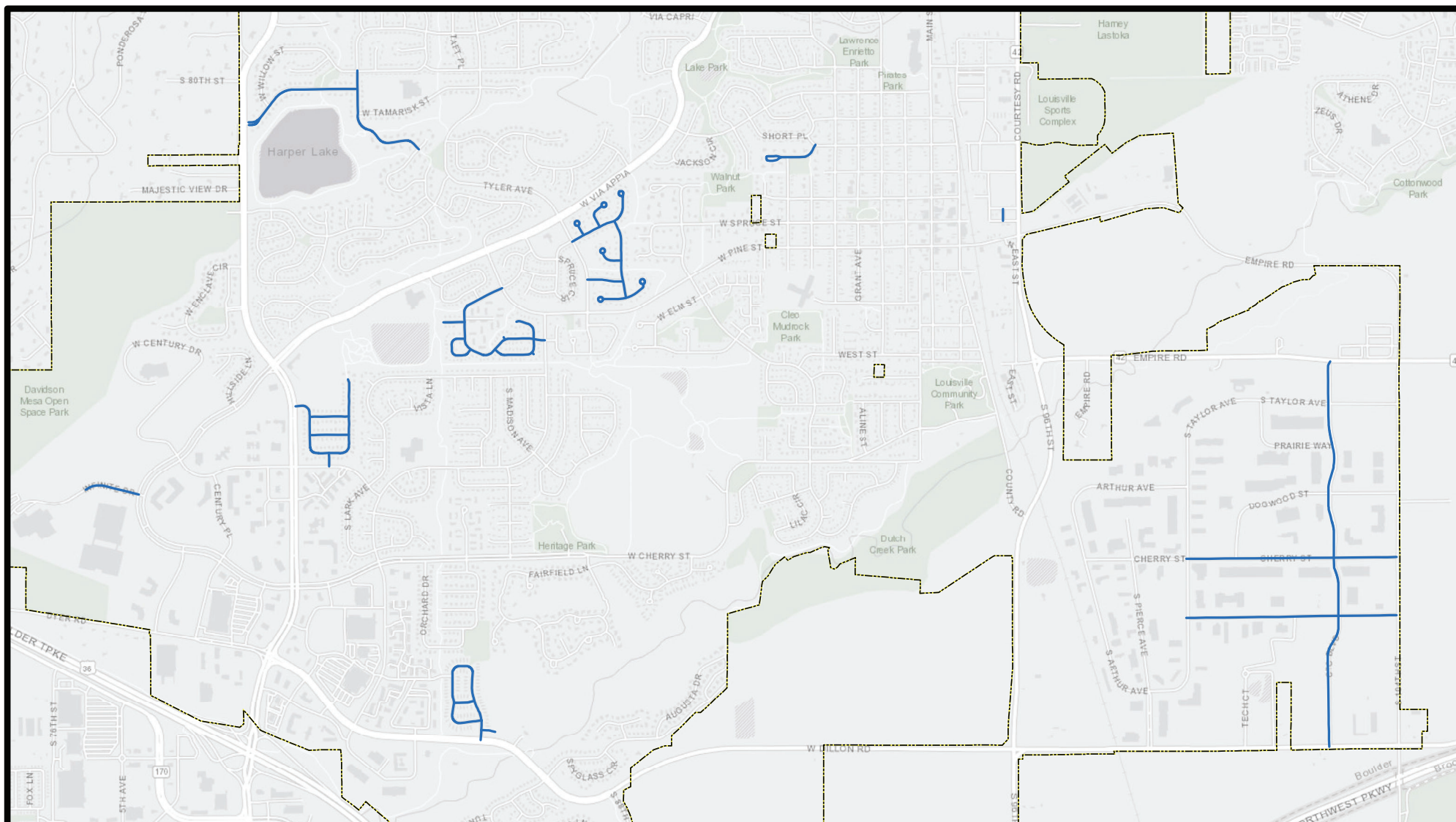
- 1) Staff recommends approval and award of the 2024 Concrete Replacement Project contract with Triple M Construction, LLC for \$1,330,451 plus a 15% contingency in the amount of \$200,000 for a total authorized amount of \$1,530,451 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- 2) Staff recommends approval and award of the 2024 Street Resurfacing Project contract with Oldcastle SW Group, Inc. dba APC Construction Co. for \$2,227,453 plus a 10% contingency in the amount of \$223,000 for a total authorized amount of \$2,450,453 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- 3) Staff recommends Council authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute On-Call Field Inspection Services contract documents with Rocksol Consulting Group, Inc. on behalf of the City for approximately \$30,000.

ATTACHMENT(S):

1. 2024 Pavement Program Map
2. 2024 Concrete Replacement Map
3. Triple M Construction, LLC Contract (Concrete)
4. Oldcastle SW Group, Inc. dba APC Construction Co. Contract (Street Resurfacing)
5. Rocksol Consulting Group, Inc. On-Call Field Inspection Services Contract

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☒		Reliable Core Services
☒		Vibrant Economic Climate	☒		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner



The City of **Louisville, Colorado**

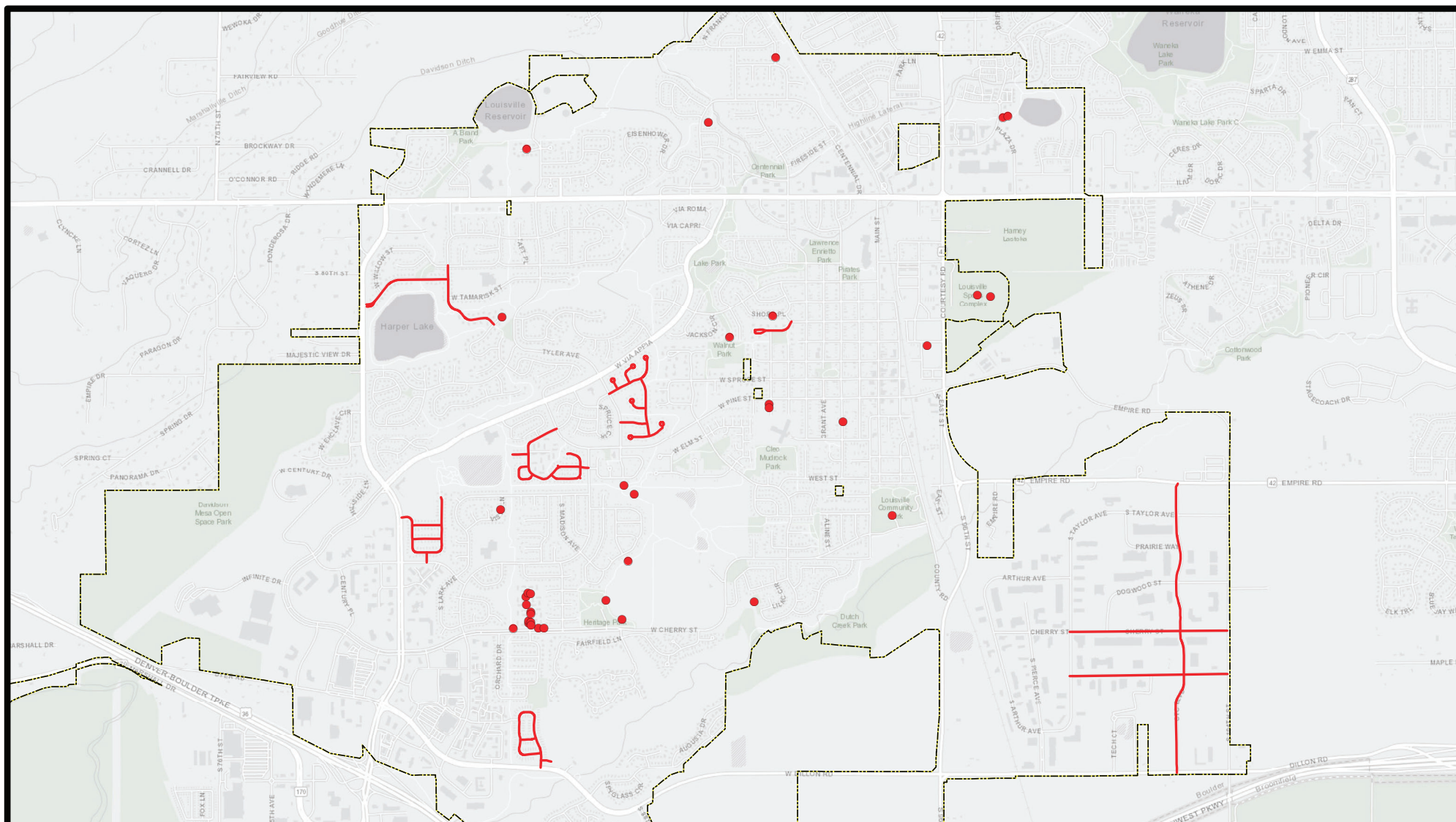
2024 Street Resurfacing Program

TREATMENT METHOD

— Mill and Fill

BOUNDARY

— City Limit



The City of **Louisville, Colorado**

2024 Concrete Replacement Project

BID TYPE

- Streets
- Miscellaneous

BOUNDARY

- City Limit

Agreement

THIS AGREEMENT is made and entered into this ___ day of _____ in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called **OWNER**)

and

Triple M Construction, 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: 2024 CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 301312-660022

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **80 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS (\$1,000)** 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 _____ dollars \$ _____ set forth in the Bid Form of the CONTRACTOR dated _____.

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: **2024 Concrete Replacement Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. 2 to 2 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 _____, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Christopher M. Leh, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

Agreement

THIS AGREEMENT is made and entered into this ___ day of _____ in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Oldcastle SW Group, Inc. dba 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: 2024 STREET RESURFACING PROJECT
PROJECT NUMBER: 301312-660012

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **50 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. OWNER and CONTRACTOR agree and recognize that time is of the essence in this contract and that 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, OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance CONTRACTOR shall pay OWNER **ONE THOUSAND DOLLARS (\$1,000)** 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 CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by OWNER, or other incidental or consequential damages suffered by OWNER due to CONTRACTOR's performance. If OWNER charges liquidated damages to CONTRACTOR, this shall not preclude OWNER from commencing an action against CONTRACTOR for other actual harm resulting from CONTRACTOR's performance, which is not due to CONTRACTOR's delay in performance.

Article 3. Contract Price

- 3.1. 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 two hundred twenty seven thousand four hundred fifty two and 50 cents dollars \$ 2,227,452.50 set forth in the Bid Form of the CONTRACTOR dated 3/5/2024.

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

Nothing contained in this provision shall preclude 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 CONTRACTOR in performing the Work and 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: **2024 Street Resurfacing Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. 2 to 2 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 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 _____, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

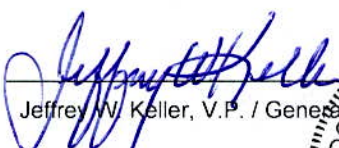
Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

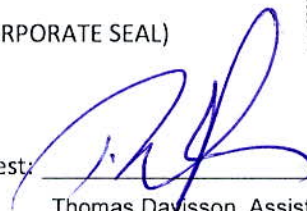
749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: Oldcastle SW Group, Inc. dba APC Construction Co.

By:  _____
Jeffrey W. Keller, V.P. / General Manager

(CORPORATE SEAL)

Attest:  _____
Thomas Davisson, Assistant Secretary



Address for giving notices:

14802 W. 44th Ave.

Golden, CO 80403

Attention: Keary Brown

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND ROCKSOL CONSULTING GROUP, INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and RockSol Consulting Group, Inc., a New Mexico corporation hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing on-call professional inspection services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications, and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed

an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Mary Hamann as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Mary Hamann and such person's designees.
- 5.2 The Consultant designates Stephany Westhusin as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Stephany Westhusin and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2024, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds,

with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated, or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee, or servant of the City, and that:

- 10.1 Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation, and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2 **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3 Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4 Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

- 10.5 The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6 Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7 Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8 All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9 Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand

delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

RockSol Consulting Group
12076 Grant Street
Thornton, CO 80241

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

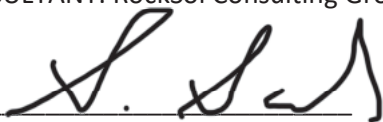
In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT: RockSol Consulting Group, Inc.

By:  _____

Title: President

Exhibit A – Scope of Services

February 27, 2024

Mary K. Hamann, P.E.
Department of Public Works
City of Louisville
749 Main Street
Louisville, CO 80026

Subject: Proposal for City of Louisville 2024 Inspection On-call Services

Dear Ms. Hamann:

Thank you for reaching out for a proposal for 2024 Construction Inspection On- Call Services to support existing staff on an as needed basis per the On-call Construction Management solicitation in late 2021.

We were happy to provide this service last year. Based on this previous work, we have gained an understanding of Louisville's expectations. We understand we will use this task order to fill in for the existing Louisville inspection staff. Louisville will schedule this work, as needed, and RockSol will provide available staff for the requested work tasks. We plan to have Red Bushell, Construction Inspector II available for inspection again as much as possible.

Attached to this letter is a fee proposal listing a variety of staff experience levels. The person and experience level will be determined based on the City's needs and the availability of staff. RockSol will only charge the time spent dedicated to your project. We invest heavily in our employees training and development so that we can provide quality services to our clients.

We appreciate the opportunity to provide this proposal and look forward to continuing our relationship with the City. **Please contact Stephany Westhusin at 303.253.4028 or via e-mail at westhusin@rocksol.com, if you have any questions and if we can be of any assistance.**

Sincerely,



Stephany Westhusin, PE
Project Principal

Exhibit B - Compensation

City of Louisville On-call Inspection Services for 2024:

Prepared February 27, 2024

<u>Title</u>	<u>Fee</u>	<u>Proposed Hours</u>	<u>Total</u>
Inspection:			
Engineer-in-Training I	\$104.62	45	\$4707.90
Engineer-in-Training II	\$116.77	45	\$5254.65
Const. Mgr/Insp I (<3 yrs.)	\$93.26	40	\$3730.40
Const. Mgr/Insp II (3-10yrs.)	\$125.44	100	\$12,544.00
Const. Mgr/Insp III (10-20yrs.)	\$157.74	10	\$1577.40
Inspection Total:			\$27,814.35
Administration – Coordination and Billing:			
Sen. Transportation Eng	\$232.35	4	\$929.40
Project Control and Admin	\$105.61	10	\$1056.10
Admin Total:			\$ 1,985.50
Proposal Total:			\$29,799.85