

**SUBJECT:                   APPROVAL OF A CONSTRUCTION CONTRACT BETWEEN THE  
CITY OF LOUISVILLE AND KRISCHE CONSTRUCTION, INC.  
FOR PLAYGROUND IMPROVEMENTS AT JOE CARNIVAL AND  
MEADOWS PARKS**

**DATE:                       MARCH 19, 2024**

**PRESENTED BY:   BRYON WEBER, PROJECT MANAGER  
ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION,  
AND OPEN SPACE**

**SUMMARY:**

On May 8<sup>th</sup>, 2023 following a competitive bidding process, Council approved an award for Construction Manager/General Contractor (CM/GC) services to Krische Construction Inc. (KCI) related to the playground renovations of Joe Carnival, Meadows, Sunflower & Enclave Parks. At that time Council approved an initial agreement for pre-construction 'Construction Manager' services with the intention that any future agreement(s) for 'General Contractor' services would be approved by Council at a future date.

On January 16<sup>th</sup>, 2024 following design and cost estimating efforts by staff and consultants, Council approved an overall budget and funding strategy not to exceed \$850,000 for the construction of Joe Carnival & Meadows Parks.

Staff now requests approval of a construction proposal in the amount of \$731,488 to advance KCI to the next phase of the CM/GC agreement, securing them as General Contractor for playground improvements at Joe Carnival and Meadows Parks. Approval is also requested for staff to spend up to \$49,127 additional as an approximate 6.5% contingency.

Per the enclosed drawings, renovation work is to include the following at each respective park:

Meadows Park: Removal of existing play equipment, seat bench, sand safety surfacing and limited concrete within the play area. Installation will include a new bench, new play equipment featuring universally accessible components and new safety surfacing with a combination of pour-in-place rubber and engineered wood fiber.

Joe Carnival: Removal of existing play equipment, sand safety surfacing, concrete walls around the existing swings, concrete plaza stairs and limited landscaping including one deciduous tree. Installation will include a new swing area in a more centralized location, new play equipment, new engineered wood fiber safety surfacing and new concrete stairs with handrail.

**SUBJECT: PLAYGROUND IMPROVEMENTS – JOE CARNIVAL & MEADOWS PARKS****DATE: MARCH 19, 2024****PAGE 2 OF 3**

Note: Sunflower and Enclave parks are still in the design and public input process. A future agreement for construction of those two parks is anticipated to be submitted to Council in summer of 2024.

**FISCAL IMPACT:**

The Playground improvements at Joe Carnival and Meadows Parks are within the \$850,000 spending limits approved by Council on January 16<sup>th</sup>, 2024. A summary of funding sources is outlined below:

| <b>Estimated Budget</b>                                |                  |
|--------------------------------------------------------|------------------|
| Acct. No. 301511-630048 (Playgrounds 2023)             | \$80,615         |
| Acct. No. 301511-630048 (Playgrounds 2024)             | \$100,000        |
| Acct. No. 202511-630048 (Conservation Trust Fund 2023) | \$400,000        |
| Proceeds from Denver Broncos Sale                      | \$200,000        |
| <b>Total Available:</b>                                | <b>\$780,615</b> |
| <b>Expenditures</b>                                    |                  |
| Krische Construction Inc. (KCI)                        | \$731,488        |
| Staff Requested Contingency (~6.5%)                    | \$49,127         |
| <b>Total Expenditures:</b>                             | <b>\$780,615</b> |
| Budget Remaining                                       | (\$0)            |

**SCHEDULE:**

Construction will be dependent on lead times for playground equipment, which is currently anticipated at 12 weeks from time of purchase. A late March equipment order date should allow construction to begin by June. Substantial completion would then be anticipated in mid-August.

**PROGRAM/SUB-PROGRAM IMPACT:**

The recommended contract supports the Parks Division's goal of providing quality amenities, the City's vision to provide a vibrant and healthy community and City's mission to enhance the quality of life in our community.

**RECOMMENDATION:**

Staff recommends City Council award the construction agreement to Krische Construction Inc. per their bid of \$731,488.00, authorize staff to execute change orders up to \$49,127 as an ~6.5% project contingency and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

**ATTACHMENT(S):**

1. Krische Construction Inc. (KCI) Bid Packet Materials
2. Drawings showing proposed playground improvements
3. Sample Contractor Agreement

**STRATEGIC PLAN IMPACT:**

|                          |                                                                                                                                       |                                     |                                                                                                                           |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> |  <b>Financial Stewardship &amp; Asset Management</b> | <input type="checkbox"/>            |  <b>Reliable Core Services</b>           |
| <input type="checkbox"/> |  <b>Vibrant Economic Climate</b>                     | <input checked="" type="checkbox"/> |  <b>Quality Programs &amp; Amenities</b> |
| <input type="checkbox"/> |  <b>Engaged Community</b>                            | <input type="checkbox"/>            |  <b>Healthy Workforce</b>                |
| <input type="checkbox"/> |  <b>Supportive Technology</b>                       | <input type="checkbox"/>            |  <b>Collaborative Regional Partner</b>  |

## BID FORM

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PROJECT: Playground Replacements – Joe Carnival & Meadows Parks  
PROJECT NUMBER: 301511-630048  
OWNER: CITY OF LOUISVILLE, COLORADO

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### **THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

| Date              | Number            |
|-------------------|-------------------|
| <u>n/a</u>        | <u>n/a</u>        |
| <u>          </u> | <u>          </u> |
| <u>          </u> | <u>          </u> |

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
    - (c) BIDDER is 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 including existing underground and/or overhead facilities. BIDDER's may not rely on oral, written or graphic representations made by the OWNER 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 notify OWNER in writing of any supplemental examinations, investigations, and/or 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 and notification, 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 the Contract Documents.

- (d) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the price(s) shown below in the Schedule of Unit Prices. Each unit price will be deemed to include an amount considered by BIDDER to be adequate to cover BIDDER's overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
5. The following documents are enclosed and made a condition of this Bid:
- (a) Lump Sum Price
- (b) Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified submitted in this Bid)
- (c) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.
7. Communications concerning this Bid shall be addressed to:
- Name: Craig Kisling Telephone No. 970-222-5933
- Email: ckisling@kciconst.com
- Address: 605 Weaver Park Road, Longmont, CO 80501

SUBMITTED on 2/23, 202<sup>24</sup>~~3~~.

**If BIDDER is:**

An Individual

By: \_\_\_\_\_  
(Individual's Name)

(SEAL)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_  
(Firm Name)

(SEAL)

\_\_\_\_\_

(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By K Rische Construction INC.  
(Corporation Name)

\_\_\_\_\_  
(State of incorporation)  
By David Pulky Title President  
(Name of person authorized to sign)

(CORPORATE SEAL)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**LUMP SUM PRICE**

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PROJECT: Playground Replacements – Joe Carnival & Meadows Parks  
PROJECT NUMBER: 301511-630048  
OWNER: CITY OF LOUISVILLE, COLORADO

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**LUMP SUM PRICE:** \$ 731,488.00

**TOTAL BID WRITTEN OUT:** Seven hundred thirty one thousand four hundred eighty  
eight dollars and zero cents

**SIGNATURE:** 

**AVAILABLE TO BEGIN WORK (DATE):** April 15 - 2024

**PROJECT COMPLETION (DATE):** Aug. 1 - 2024

**COMPANY:** Krische Construction Inc. (KCI)

**ADDRESS:** 605 Weaver Park Rd. Longmont, CO 80501

**TELEPHONE:** 303-776-7643

**EMAIL:** Vmpil/k@KCIconst.com

## SCHEDULE OF SUBCONTRACTORS

PROJECT: Playground Replacements – Joe Carnival & Meadows Parks  
PROJECT NUMBER: 301511-630048  
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: Rodo's Contracting, LLC Telephone No. 303-664-4297  
Address: 201 River Rd.  
City: Platteville State: CO Zip Code: 80651  
Services/equipment to be provided: Demolition, excavation, concrete flatwork, landscaping, site furnishing installation

Name: Altitude Recreation Telephone No. 720-339-4676  
Address: 720 Austin Ave. STE 203  
City: Erie State: CO Zip Code: 80516  
Services/equipment to be provided: Play equipment, Play equipment installation, safety surface installation

Name: Ground Solutions Telephone No. 970-776-8150  
Address: 607 Ventura St.  
City: Aurora State: CO Zip Code: 80011  
Services/equipment to be provided: Engineered Wood Fiber safety surface installation.

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

## DISCLOSURE STATEMENT

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PROJECT: Playground Replacements – Joe Carnival & Meadows Parks  
PROJECT NUMBER: 301511-630048  
OWNER: CITY OF LOUISVILLE, COLORADO

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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)

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I CERTIFY THAT:

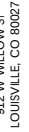
1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

V. Mark Pilkington  
Printed or Typed Name

President  
Title

V. Mark Pilkington  
Signature

3-6-2024  
Date



A north arrow pointing upwards, labeled "NORTH". To its right is a profile view of the bridge deck. The deck is represented by a black silhouette on a white background. The profile shows a central span with a lower deck and two side spans with higher decks. The horizontal axis is marked with "0", "10'", and "20'". Below the profile is the scale "SCALE: 1" = 10'-0"



Intellectual property of GameTime, a PlayCore Company. The data shown is rendering only interpretation and may not reflect actual size conditions.

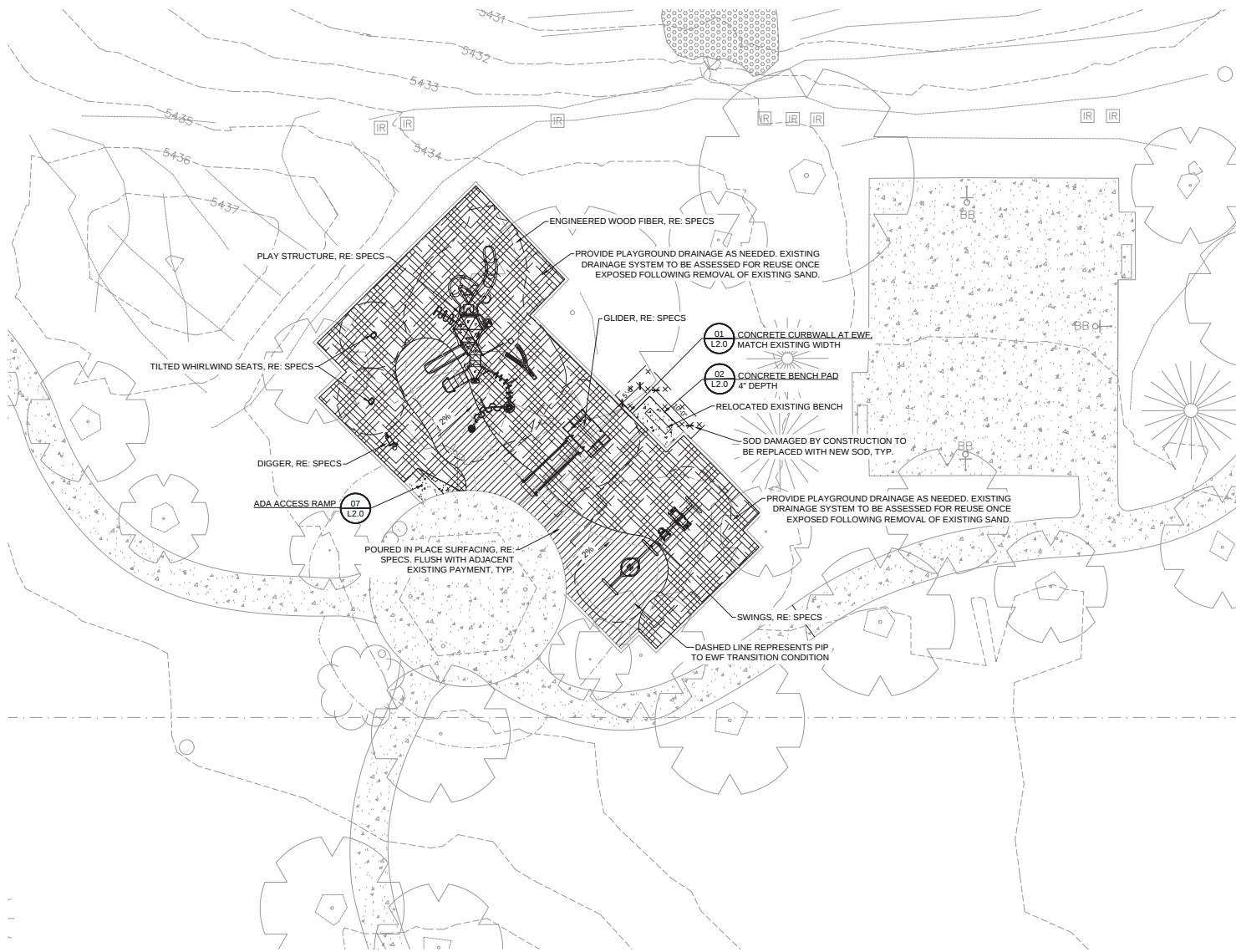
## Joe Carnival Park



a PlayCore Company

[www.gametime.com](http://www.gametime.com)



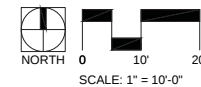


#### LEGEND

- POURED-IN-PLACE SURFACE - 50% TEAL / 50% BLACK
- CONCRETE
- ENGINEERED WOOD FIBER
- SOD TO BE REPAIRED
- BENCH

## 1 SITE PLAN

Scale: 1" = 10'



## MEADOWS PARK PLAYGROUND REPLACEMENT

772 ORCHARD DR  
LOUISVILLE, CO 80027



Project No.: 22219.00  
Issued For: 100% CDs  
Date: 03.01.24

Drafted By: EMS  
Checked By: CM, ES

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, copied or disclosed.

SITE PLAN

L1.0



Intellectual property of GameTime, a PlayCore Company. The site shown is intended as an interpretation and may not reflect exact site conditions.

# Meadows Park



a PlayCore Company  
[www.gametime.com](http://www.gametime.com)



## **AGREEMENT**

THIS AGREEMENT is made and entered into this **19th day of March** in the year 2024 by and between:

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

and

**KRISCHE CONSTRUCTION INC (KCI)**  
(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 REPLACEMENTS – JOE CARNIVAL & MEADOWS**  
**PROJECT NUMBER: 301511-630048**

### **ARTICLE 2. CONTRACT TIMES**

- 2.1 The CONTRACTOR shall substantially complete all work within **108 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 **SEVEN HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED EIGHTY EIGHT and 00/100 dollars (\$731,488.00)** set forth in the bid form of the CONTRACTOR dated **March 5th, 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 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 Bid Form
  - 6.2.2 Lump Sum Price
  - 6.2.2 Schedule of Subcontractors
  - 6.2.3 Disclosure Statement
- 6.3 General Conditions
- 6.4 Supplementary Conditions
- 6.5 General Requirements
- 6.6 Technical Specifications
- 6.7 Drawings with each sheet bearing the title: **Meadows Park Playground Replacement 100% Construction Set & Joe Carnival Playground Replacement 100% Construction Set**
- 6.8 Other documents which may be required or specified including:
  - 6.8.1 Addenda No. 1 to 3 exclusive
  - 6.8.2 Notice of Award
  - 6.8.3 Performance Bond
  - 6.8.4 Labor and Material Payment Bond
  - 6.8.5 Certificates of Insurance
  - 6.8.6 Notice to Proceed
  - 6.8.7 Change Order
  - 6.8.8 Field Order
  - 6.8.9 Work Change Directive
  - 6.8.10 Application for Payment
  - 6.8.11 Contractor Proposal Request
  - 6.8.12 Contractor Overtime Request
  - 6.8.13 Certificate of Substantial Completion
  - 6.8.14 Claim Release
  - 6.8.15 Claim Release for Subcontractors
  - 6.8.16 Final Inspection Report
  - 6.8.17 Certificate of Final Completion
  - 6.8.18 Guarantee Period Inspection Report

- 6.9 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.
- 6.10 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 **March 19<sup>th</sup>, 2024.**

---

**OWNER: CITY OF LOUISVILLE,  
COLORADO**

**CONTRACTOR: KRISCHE CONSTRUCTION  
INC. (KCI)**

By: \_\_\_\_\_  
Chris Leh, Mayor

By: \_\_\_\_\_  
Mark Teplitsky, VP Business Operations

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

Attest: \_\_\_\_\_

Address for giving notices:

749 Main Street  
Louisville, Colorado  
80027

Address for giving notices:

605 Weaver Park Rd  
Longmont, CO  
80501

Attention: Project Manager - PROS

Attention: Mark Teplitsky