

**SUBJECT: AWARD BID AND APPROVE CONTRACT FOR TRAIL
WAYFINDING SIGNAGE PHASE ONE TO E3 SIGNS**

DATE: APRIL 16, 2024

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

SUMMARY:

This is the first of a multi-phase project to fabricate and install wayfinding signage elements throughout the City's multimodal trail system. This initial phase is for signage and pavement striping on the "Powerline Trail" from Dillon Road (west of Club Circle) continuing ~4 miles north and east to Keith Helart Park / Callahan Open Space.

The project was advertised for competitive bidding based on a package of drawings and specifications developed by the PROST Department. Respondents were asked to complete an itemized bid form which resulted in a lump-sum price based on the quantities and scope of work specified by the City. The bids received are as follows:

<i>Company Name</i>	<i>Base Bid</i>
Freeman Signs*	\$44,088.31
E3 Signs	\$48,335.00
Divinci Signs	\$71,832.51
Arapahoe Sign Arts	\$77,632.00
Forge Signworks	\$81,440.00

**While Freeman signs was lower in the tabulation, their pricing did not include the requested services for pavement striping.*

E3 Signs was the lowest bidder with a complete and accurate proposal that was determined to be best value to the City due to its inclusion of all signage elements and the requested pavement striping components.

FISCAL IMPACT:

The fabrication, installation and 15% requested contingency are within the available budget for this project. Expenses are outlined below.

Available Budget	
Acct. No. 202511-660015 (Conservation Trust Fund - Wayfinding Signs)	\$115,000
Total Budget:	\$115,000

SUBJECT: WAYFINDING SIGNAGE PHASE ONE (POWERLINE TRAIL)**DATE: APRIL 16, 2024****PAGE 2 OF 2****Estimated Expenditures**

Fabrication & Installation e3 Signs	\$48,335
Staff Requested Contingency (~10%)	\$7,250
Total Expenditures:	\$55,585
Budget Remaining	(\$59,415)

SCHEDULE:

Schedule will be dependent on material and contractor availability at the time of contract approval and order. Current timelines from the vendor show substantial completion by mid-July 2024 assuming contract approval in mid-April.

PROGRAM/SUB-PROGRAM IMPACT:

The contract supports the Open Space program's goal of providing passive recreation and the Trail Maintenance sub-program's goal to encourage recreation and enable safe walking, running and biking around Louisville. The project also indirectly supports the Transportation program's goal of providing a well-maintained, effective and efficient multi-modal transportation system.

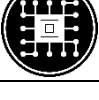
RECOMMENDATION:

Staff recommends City Council award the project to E3 Signs per their bid of \$48,335, authorize staff to execute change orders up to \$5,000 as an ~10% 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. E3 Signs bid submittal
2. Contractor Agreement

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



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Louisville Wayfinding Signage 2024 RFB 2025 I I-660015 REQUEST FOR BID

March 25, 2024,

Attached please find e3 Signs Proposal Requirements Document for Louisville Wayfinding Signage 2024 for The City of Louisville. Primary contact for this proposal is Gunter Hammock, contact information listed below. Included in this document:

- A. e3 Signs Team.
- B. Qualifications Statement & Experience.
- C. The Scope of Work to be performed.
- D. Fee Proposal (attached as separate file).

e3 Signs was established in December, 2010. We have never failed to complete any jobs awarded to us. We have never defaulted on a contract. E3 Signs and its Officer's, any of its affiliates and/or any of our proposed subcontractors have not been convicted of collusion in a bidding process and /or been debarred from bidding or contraction with any city, state, or governing entity and any private entity.

All of e3 Signs team members identified here in this RFP Response shall remain for the duration of this project. Members include: Randy Hammock, Owner; Gunter Hammock, Project Manager; Kevin Dawson, Graphic Designer; Andy Anderson, Chief Fabricator; Devon Netschke, Lead Installer; Jose Antunes, Lead Installer.

E3 Signs RFB shall remain valid for a period of not less than 90 days from 3/22/2024.

Primary contact for this project during the period of proposal evaluation:

Gunter Hammock, Project Manager

970.430.0072

gunter@e3signs.com

www.e3signs.com



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A. e3 Signs Team

e3 Signs is a local Sign Contractor located out of Loveland, CO. e3 Signs works hard to make sure that our team and the company is always continuing to create a unique and diverse culture. From providing new opportunities to people starting a career or enabling those that have been in the industry to expand upon their current abilities, we are focused on providing and supporting them with the necessary resources to do so. Every employee at e3 Signs plays an important role in the growth of the environment around them. We believe giving everybody a chance to learn, grow, and change is vital for maintaining the unique and diverse culture at e3 Signs. Below is a complete list of our company team that includes their roles and experience.

Company Personnel:

- Randy Hammock, President, 32 years as an Licensed Architect and 13 years in sign industry.
- Maka Hammock, Vice President, 7 years in sign industry.
- Kevin Dawson, Graphic Designer, Production, 15 years in sign/graphics industry.
- Ethan Mestas, Project Manager/Graphic Designer, Production, Installer, 11 years in sign industry
- Andy Anderson, Fabrication and Installation, 27 years in sign industry.
- Gunter Hammock, Project Manager/Estimator, Construction and Installation. 8 years in sign industry.
- Devon Netschke, Fabrication and Installation, 17 years in sign industry.
- Jose Antunes, Fabrication and Installation, 2 years in sign industry.
- Kim Blair, Permitting and Administration, 25 years in admin and 2 years with e3 Signs.



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B. Statement of Qualifications & Experience

Established in 2010 as a full-service sign company

Randy Hammock created e3 signs based upon a need to provide creative solutions to our customer's signage and graphic needs. Before e3 signs, Randy practiced architecture, specializing in Institutional and Civic Architecture. Randy has been a licensed Architect since 1991 and during his many years practicing architecture discovered the art of signage. Attention to detail is the key to a successful project and is our goal in the execution of our signage from design, fabrication through installation. Our customer service is what sets us apart from others in our industry. We take pride in our quick response to customer needs. Upon completion of each job we shall walk-thru the entire job and make any modification requested by our Customer. If there are any issues during or after project completion our response shall be immediate.

e3 signs specializes in custom way-finding signs, monument signs, building signage, electronic message centers (EMC), ADA interior signs, vehicle wraps, decals, and many other graphic and sign products. We have designed, fabricated and installed a variety of different sign types over our tenure. Our customers range from Government, Institutional, Commercial, Non-Profits, Developers, Real Estate, and Private Businesses. We do both large and small projects. We have completed projects all over the United States. Please see the examples below and visit our website, www.e3signs.com, to view some of our work and to get more information about our company. Below is a list of our products and services:

- Graphic design: Wayfinding, systems, building signs, logos, and custom artwork & graphics.
- Way-finding signage for exterior and interior applications.
- Monument signs, illuminated and non-illuminated.
- Electronic Message Centers and Digital Displays.
- ADA signage for rooms and interior areas of buildings.
- Building signs, Illuminated and non-illuminated.
- Dimensional letters, interior and exterior, cut and cast metal, acrylic, composite, laminated, etc.
- Panel signs, non-illuminated, wall and post mounted.
- Vinyl graphics for interiors, signs, and vehicles, including fleets, wraps and decals.
- Marketing signs for real estate developments, point of sale, and other business applications.



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Projects and References:

- I. Oakwood Homes, Aurora / Denver CO, Housing Development Monument Signs
 - a. Completion date: Project is four phases started in 2020 and is Ongoing.
 - b. Description: Fabrication and installation of new development monument signs.
 - c. Project Value: \$408,000.
 - d. Contact: Justin Howe, Director of Project Operations, 720.326.3850.





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2. City of Lafayette, CO, Park Signs and Kiosk.
 - a. Project consisted of 3 phases, started October 2017 and completed November 2022.
 - b. Description: Design, fabrication and installation of park and open space signs.
 - c. Project Value all 3 phases: \$586,000.
 - d. Contact: Ben Mazal, Project Manager, 303.661.1306.





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3. South Suburban Parks and Recreation, Centennial, CO. Mary Carter Greenway Trail System Wayfinding Signage
- a. Project Consisted of 5 Phases starting 2016 and completed 2021.
 - b. Description: Wayfinding signage system for South Suburban Parks and Rec trails along the South Platte River trails and various other bike and walking trail systems.
 - c. Project Value all 5 phases: \$1,066,000.
 - d. Will Barringer, South Suburban Parks and Recreation, 303.483.7024.





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4. City of Boulder

- e. Completion date: February 2024
- f. Description: Fabricate and Installation of 16 Gateway Identification and Wayfinding Signs at Boulder Junction.
- g. Project Value: \$412,000.
- h. Contact: Reegan Brown, Senior Project Manager, 720.660.9334.





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Other Projects and References:

5. City of Thornton
 - i. Completed April 2023
 - j. Description: Fabricate and Installation of Kiosk and Wayfinding signs throughout Thornton.
 - k. Project Value: \$298,000.
 - l. Contact: Kelly Zuniga, Parks and Open Space PM, 303.255.7834.
6. City of Westminster CO, Trail & Bike Path Wayfinding Signs.
 - m. Project consist of 2 phases. Started 2020 and completed 2022.
 - n. Description: Design, fabrication and installation of Kiosk, post and panel trail signs
 - o. Project Value: \$152,000.
 - p. Contact: John Vann, Senior Landscape Architect, 815.351.5389.
7. City of Brighton CO, New and replace existing Park Signs.
 - q. Project consisted of 3 phases, starting 2020, and completed 2022.
 - r. Description: Design, fabrication and installation of park and open space signs.
 - s. Project Value: \$140,000.
 - t. Contact: Kyle Sylvester, Parks Project Manager, 303.655.2089.



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C. Scope of Work & Project Processes

Provide materials, fabrication, and installation of Louisville Wayfinding Signage 2024.

This work includes but not limited to:

- I. Finalizing design & construction documents for the project.
 - a. For finalizing the design & construction documents for our projects, our team works closely with our clients and stakeholders to provide them with services for developing the final documents.
 - b. First, we have a kickoff meeting with the stakeholders of the project to discuss the final design & construction documents. This includes providing the necessary samples and submittals for the project.
 - c. Next, when the final documents have been approved, we begin the process of creating shop drawings and getting engineered documents.
 - d. Through the process of finalizing the project documents, we take advantage of being able to use this process to help create insight for any foreseeable problems that might arise concerning the project. This includes but is not limited to:
 - i. Project Budget
 - ii. Material Availability
 - iii. Proposed locations of the Signs
 - I. Existing conditions of these locations
 - iv. Local, State, & Federal Code Requirements
 - v. Traffic Control Requirements
 - vi. Material Staging
2. Procuring material per the design documents.
3. Providing construction documents for the fabrication and installation of signs.
4. Fabrication of signs per the design documents consisting of the following signs totaling 11 signs:
 - a. (4) – 7' Doubled Sided Panel Pole Sign.
 - b. (3) – 4' Linear Map Pole Sign.
 - c. (1) – 4' Directional Pole Sign
 - d. (1) – Street Name Sign.
 - e. (2) – Pavement Markings Stencil.
5. Installation of signs per the construction documents:
 - a. Construction of sign footings per construction documents.
 - b. Erection/Installation of signs & pavement markers.
 - c. Site cleanup.
 - d. Punch list walk.
6. Quality Control and Certification
 - a. Quality control shall be ongoing throughout the fabrication, construction, and installation of signs.
 - b. Project completed. All punch list items completed and Owner's approval.
 - c. Owner's approval and Certification of signs. Warranty period starts after completion of punch list and Owner has certificated that quality has been met for each sign.



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Examples of Fabrication Process:





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D. Fee Proposal

Bid Form (Exhibit C) per RFB 202511-660015 included in submittal packet.

EXHIBIT A – Disclosure Statement

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

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

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

☐

NO KNOWN RELATIONSHIPS EXIST

☐

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

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

Printed or Typed Name

Title

Signature

Date



Colonial Surety Company - 123 Tice Blvd. Suite 250, Woodcliff Lake, NJ 07677-8447
p. (201) 573.8788 | (800) 221.3662 f. (201) 573.1062 | (800) 743.1062 e. info@colonialsurety.com

March 25, 2024

E3 Enterprises, Inc. d/b/a E3 Signs

Whom It May Concern:

We hereby confirm that E3 Enterprises, Inc. d/b/a E3 Signs has a surety program of a \$500,000.00 single limit with an aggregate limit of \$1,000,000.00.

Please be advised that all requests for performance and payment bonds are subject to the review and acceptance of the terms and conditions of the contract by the Surety Company. The requests must also provide satisfactory evidence of financing for the job, and must undergo the normal underwriting review by the surety at the time of the request of the bonds.

Please note that this letter does not constitute a bid bond or consent of surety. Colonial Surety Company assumes no liability to you or to third parties if for any reason Colonial Surety Company declines to issue the bond.

Colonial Surety Company, Co-Surety with Beazley Insurance Company, Inc., are duly licensed in the State of Colorado and are listed in the U.S. Treasury Circular 570. Colonial Surety Company has a current A.M. Best Rating of A, Excellent Beazley Insurance Company, Inc. has a current A.M. Best Rating of A, FSC XIII.

Please feel free to call me at 800-221-3662 if you have any questions.

Regards,

Wayne Nunziata
Attorney-in-Fact

**EXHIBIT C
SCHEDULE OF UNIT PRICES**

PROJECT: 2024 Wayfinding Signage - Powerline Trail

PROJECT NO: 202511-660015

COMPANY: e3 Signs

DATE:

3/25/2024

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Fabrication (price to Owner for fabrication and/or procurement of specified signage)					
	Initial Artwork Set-up*, Shop Drawings, Etc.	LS	1	\$ 2,400.00	\$ 2,400.00
	Wooden Post - Cedar 6"x6"x10' L (for 7' Panel Pole)	EA	4	\$ 400.00	\$ 1,600.00
	Wooden Post - Cedar 6"x6"x6' L (for 4' Map and Directional Poles)	EA	4	\$ 190.00	\$ 760.00
	Post Base Sleeve - 36" Depth	EA	4	\$ 340.00	\$ 1,360.00
	Post Base Sleeve - 48" Depth	EA	4	\$ 450.00	\$ 1,800.00
	Trail Icon Arrow (Lake-to-Lake, Two Direction)	EA	2	\$ 80.00	\$ 160.00
	Trail Icon Arrow (Powerline, Two Direction)	EA	2	\$ 80.00	\$ 160.00
	Trail Icon Arrow (Powerline, One Direction - Up)	EA	24	\$ 70.00	\$ 1,680.00
	Trail Icon Arrow (Powerline, One Direction - Left)	EA	8	\$ 70.00	\$ 560.00
	Trail Icon Arrow (Powerline, One Direction - Right)	EA	7	\$ 70.00	\$ 490.00
	Linear Map Sign (each location has unique art)	EA	5	\$ 100.00	\$ 500.00
	Double Sided Panel Sign (Sign Cabinet w/ All Panels)	EA	4	\$ 4,500.00	\$ 18,000.00
	Property Icon Sign (North Open Space)	EA	3	\$ 45.00	\$ 135.00
	Property Icon Sign (Keith Helart Park)	EA	1	\$ 45.00	\$ 45.00
	Street Name Sign	EA	2	\$ 300.00	\$ 600.00
	Hardware Allowance (Fabricator to suggest hardware for all signage)	LS	1	\$ 500.00	\$ 500.00
	Stencil - Powerline Trail	EA	2	\$ 250.00	\$ 500.00
	Sign Removal	EA	4	\$ 120.00	\$ 480.00
	Add Alt #1 - Rough Sawn Cedar Post 10'	EA	4	\$ 310.00	\$ 1,240.00
	Add Alt #2 - Rough Sawn Cedar Post 6'	EA	4	\$ 220.00	\$ 880.00
				Sub-Total	\$ 31,730.00
				Sub-Total w/ Add Alt's	\$ 31,490.00
Installation (price to Owner for installation, not to include material/fabrication costs above)					
	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
	Double Sided Panel Sign with Associated Signage (including installation of specified posts in 48" Base Sleeve)	EA	4	\$ 800.00	\$ 3,200.00
	Directional Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	1	\$ 600.00	\$ 600.00
	Linear Map Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	3	\$ 600.00	\$ 1,800.00
	Mount One Sign to Existing Telespar Pole (use vandal resistant bolts)	EA	18	\$ 50.00	\$ 900.00
	Mount One Sign to Existing Metal Pole (use straps)	EA	4	\$ 75.00	\$ 300.00
	Mount One Sign to Existing Wood Pole (use vandal resistant screws)	EA	8	\$ 50.00	\$ 400.00
	Mount One Street Name Sign (into existing concrete wall)	EA	2	\$ 240.00	\$ 480.00
	Color Striping (6"x60" with 5" white POWERLINE label)	EA	46	\$ 150.00	\$ 6,900.00
	Color Striping (6"x30" no label)	EA	7	\$ 75.00	\$ 525.00
	Other (if needed)				
				Sub-Total	\$ 16,605.00
				Grand Total	\$ 48,335.00
				Grand Total w/ Add Alt's	\$ 48,095.00
	Additional Artwork Customization* (only as needed)	HOURLY			\$

*All digital artwork to be supplied by Owner in Illustrator PDF format.

Agreement

THIS AGREEMENT is made and entered into this 17th day of April in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

e3 SIGNS
(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: WAYFINDING SIGNAGE FABRICATION & INSTALLATION (Powerline Trail)
PROJECT NUMBER: 202511-660015

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **60 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 DOLLARS (\$100)** 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 Forty eight thousand three hundred thirty five dollars (\$48,335) set forth in the Bid Form of the CONTRACTOR dated March 25, 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 6.10) 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 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. Bidding Documents
 - 6.1.1 Request for Bid
 - 6.1.2 Addendum No. 1 to 1 exclusive
- 6.2. Contractor's Bid Response
 - 6.2.1 Cover Letter
 - 6.2.2 Team & Qualifications
 - 6.2.3 Past Projects and References
 - 6.2.4 Project Process
 - 6.2.5 Fee Proposal and Bid Form
 - 6.2.6 Proof of bonding capability
 - 6.2.7 Disclosure Statement
 - 6.2.8 Certificate of Insurance
- 6.3. This Agreement
- 6.4. General Conditions
- 6.5. Supplementary Conditions
- 6.6. General Requirements
- 6.7. Drawings & Specifications
 - 6.7.1 Booklet titled: 2024 Open Space & Trails Wayfinding Improvements Details & Specifications
 - 6.7.2 Signage Inventory by Location
 - 6.7.3 Inventory Maps by location titled "Wayfinding Map 2023"
- 6.8. Other documents which may be required or specified including:
 - 6.8.1 Notice of Award
 - 6.8.2 Performance Bond
 - 6.8.3 Labor and Material Payment Bond
 - 6.8.4 Certificates of Insurance
 - 6.8.5 Notice to Proceed
 - 6.8.6 Contractor's Proposal Request
 - 6.8.7 Contractor's Overtime Request
 - 6.8.8 Field Order
 - 6.8.10 Work Change Directive
 - 6.8.11 Change Order
 - 6.8.12 Application for Payment
 - 6.8.13 Certificate of Substantial Completion
 - 6.8.14 Claim Release
 - 6.8.15 Final Inspection Report
 - 6.8.16 Certificate of Final Completion
 - 6.8.17 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.
- 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: PROST Project Manager
