

**SUBJECT: APPROVAL OF CONSTRUCTION CONTRACT BETWEEN THE
CITY OF LOUISVILLE AND KRISCHE CONSTRUCTION, INC.
FOR RENOVATIONS AT ENCLAVE AND SUNFLOWER PARKS**

DATE: FEBRUARY 4, 2025

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

SUMMARY:

Approval is requested for the final phase of a multi-stage Construction Manager/General Contractor (CM/GC) partnership with Krische Construction Inc. (KCI) related to the renovations of Joe Carnival, Meadows, Sunflower and Enclave parks.

The timeline of Council approvals for the previous CM/GC phases is as follows:

- 1) May 8, 2023. Following a competitive bidding process, Council approved an award for “Construction Manager” pre-construction services to KCI. At that time, it was understood that any future agreement(s) for “General Contractor” services would require subsequent approvals pending staff recommendations, design review and available funding.
- 2) January 16, 2024. Council approved an overall budget and funding strategy for the four parks. This included a \$1,000,000 allocation for fire impacted Sunflower and Enclave parks with \$500,000 coming from a Great Outdoors Colorado (GOCO) matching grant.
- 3) March 19, 2024. Per the terms of the CM/GC agreement with KCI to provide initial product and General Contractor services pricing, Council approved a construction contract to KCI for Joe Carnival and Meadows Parks in the amount of \$731,488 plus contingency of \$49,127. Work was completed in 2024 at a total cost of \$647,377.38 and therefore leaving \$133,237.62 of the issued purchase order unused.

Staff now requests approval to again secure KCI as General Contractor for renovations of Enclave & Sunflower Parks. The proposed contract amount of \$1,041,105 is structured as a guaranteed maximum price based on price estimates for the 95% construction drawings. This pricing structure is aimed at expediting contractual agreements and securing construction scheduling while minor landscape revisions are made to the 100% drawings in response to on-going public input. Staff also requests approval to spend up to \$83,895 additional as an approximate 8% contingency.

Per the enclosed 95% construction drawings, renovation work is to include the following at each respective park:

Sunflower Park: Removal of the existing non-ADA compliant walkway, all existing turf grass and the fire damaged trees on plans. Renovations will include earthwork grading to enlarge the grass play area, construction of a new ADA compliant concrete walkway with decorative sunflower motif, installation of playable stump and stone landscape features, enhanced plantings featuring new trees, shrubs and perennials and all new sod with a turf grass blend aimed at balancing heavy use and water conservation. Landscape enhancements will be supported by new irrigation infrastructure.

Enclave Park: In partnership with the Public Work's Storm Water Quality Pilot Project, the existing fire damaged play equipment and concrete play pit borders have been removed and a new rock cobble drainage swale is currently being installed. Following completion of Public Work's stormwater project, the park renovations will include removal of turf grass from the bottom of the drainage basin and regrading to enhance the area for play. A new playground will be installed with an adjacent concrete patio featuring a shade structure and a variety of seating opportunities. Enhanced plantings featuring new trees, shrubs and perennials will be planted for aesthetics and to help buffer adjacent residences. Construction areas will be restored by new sod with a turf grass blend aimed at balancing heavy use and water conservation. All enhancements will be supported by new irrigation infrastructure.

The design of both parks has been part of a public review and input process going back to fall of 2023 and continuing through January 2025. Numerous iterations of design have been explored to balance expressed community desires, concerns of adjacent neighbors and PPLAB board member feedback with each park's unique opportunities and constraints.

Details of this engagement and the process up to this point include:

- Summer 2023 – Grant application to Great Outdoors Colorado (GOCO) for funding support, including public letters of support for renovations at both parks
- Fall 2023 – Online Public Input Survey
- December 2023 – Community Impact Grant Award from GOCO (\$500k)
- January 2024 – Public Open House and presentation of initial designs
- March 2024 – PPLAB Presentation of initial designs and open house feedback
- May 2024 – PPLAB Presentation of revised designs at 80% completion level
- July 2024 – PPLAB Presentation of designs at 90% completion level
- October 2024 – PPLAB Presentation of modified concept design for Sunflower Park, going back to 60% level in response to public input received
- January 2025 – PPLAB Presentation of 95% drawings with pricing & PPLAB support to move projects forward for contract consideration with direction to review turf & plant lists at Sunflower and consider revisions to seating options at Enclave during final 5% drawing set completions. Both of these recommendations for follow up have taken place and will be suggested revisions will be implemented.

SUBJECT: CONTRACT WITH KCI FOR ENCLAVE & SUNFLOWER PARKS**DATE: FEBRUARY 4, 2025****PAGE 3 OF 4****FISCAL IMPACT:**

The proposed contract price of \$1,041,105 and requested \$83,895 contingency are above the \$1,000,000 budget approved by Council on January 16th, 2024. The \$125,000 total overage (including contingency) is proposed to be covered by a carryforward of the \$133,237 leftover in KCI's 2024 agreement for Joe Carnival & Meadows Park construction (including unused contingency).

A summary of funding sources is outlined below:

Estimated Budget

Acct. No. 301511-630048 (Playgrounds 2023-2025)	\$625,000
Grant from Great Outdoors Colorado (GOCO 2023)	\$500,000
Total Available:	\$1,125,000

Expenditures

Krische Construction Inc. (KCI)	\$1,041,105
Staff Requested Contingency (~8%)	\$83,895
Total Expenditures:	\$1,125,000
Budget Remaining	(\$0)

SCHEDULE:

Construction will be dependent on contractor availability, weather conditions and delivery timeframes for long lead time items such as playground equipment. The current understanding is that a start date in February should allow substantial completion during summer of 2025.

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 estimate of \$1,041,105.00, authorize staff to execute change orders up to \$83,895 as an ~8% 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.

ATTACHMENTS:

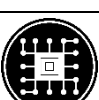
1. Krische Construction, Inc. (KCI) Bid Packet Materials
2. Drawings showing proposed park improvements
3. Agreement with Krische Construction, Inc.

SUBJECT: CONTRACT WITH KCI FOR ENCLAVE & SUNFLOWER PARKS

DATE: FEBRUARY 4, 2025

PAGE 4 OF 4

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

BID FORM

PROJECT: Park Renovations – Enclave & Sunflower Parks
PROJECT NUMBER: 301511-630048
OWNER: CITY OF LOUISVILLE, COLORADO

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) Guaranteed Maximum 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: Gary Adams Telephone No. 303-591-1973
- Email: gadams@kciconst.com
- Address: 605 Weaver Park Road, Longmont, CO 80501

SUBMITTED on January 23, **2025.**

An Individual

(SEAL)

Business address: _____

Phone No.: _____

(SEAL)

Business address: _____

Phone No.: _____

A Corporation

By Krische Construction, Inc. [KCI]
(Corporation Name)

Colorado
(State of incorporation)

By Gary Adams Title Vice President of Operations
(Name of person authorized to sign)



(CORPORATE SEAL)

Attest 
(Secretary) Krista Toepfer

Business address: 605 Weaver Park Road
Longmont, CO 80501

Phone No.: 303-776-7643

Date of Qualification to do business: August 1987

A Joint Venture

By n/a
(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.)

GUARANTEED MAXIMUM PRICE

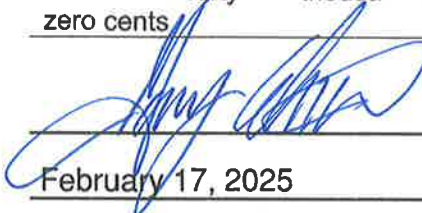
PROJECT: Park Renovations – Enclave & Sunflower Parks
PROJECT NUMBER: 301511-630048
OWNER: CITY OF LOUISVILLE, COLORADO

GUARANTEED MAXIMUM PRICE: \$1,041,105.00

TOTAL BID WRITTEN OUT:

One million forty one thousand one hundred five dollars and
zero cents

SIGNATURE:



Gary Adams

AVAILABLE TO BEGIN WORK (DATE):

February 17, 2025

PROJECT COMPLETION (DATE):

June 6, 2025

COMPANY:

Krische Construction Inc. (KCI)

ADDRESS:

605 Weaver Park Rd. Longmont, CO 80501

TELEPHONE:

303-776-7643

EMAIL:

gadams@kciconst.com

SCHEDULE OF SUBCONTRACTORS

PROJECT: Park Renovations – Enclave & Sunflower 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: Civil Arts, Inc. Telephone No. 303-682-1131
Address: 1500 Kansas Ave #2
City: Longmont State: CO Zip Code: 80501
Services/equipment to be provided: Survey

Name: Rodo's Contracting Telephone No. 303-669-4297
Address: 201 River Road
City: Platteville State: CO Zip Code: 80651
Services/equipment to be provided: Site Demo, Earthwork, Site Concrete

Name: Kumar & Associates Telephone No. 970-416-9045
Address: 800 Stockton Ave #4
City: Fort Collins State: CO Zip Code: 80524
Services/equipment to be provided: Special Testing

Name: Erosion Runner Telephone No. 720-626-1372
Address: _____
City: Fort Collins State: CO Zip Code: 80525
Services/equipment to be provided: Erosion Control BMP's

Name: Arrowleaf Landscape Telephone No. 303-591-5655
Address: 1619 Bluefield Ave
City: Longmont State: CO Zip Code: 80504
Services/equipment to be provided: Irrigation and Landscape

Name: Recreation Plus Telephone No. 303-278-1455
Address: 789 Sherman St, Suite 420 Denver, CO 80203
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: Site Benches, Shade Structure

SCHEDULE OF SUBCONTRACTORS

PROJECT: Park Renovations – Enclave & Sunflower 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: Distinctive Welding Telephone No. 970-482-2224
Address: 700 W Willox Lane, Fort Collins, CO 80524
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: Handrail

Name: Altitude Recreation Telephone No. 720-339-4676
Address: 3762 Eureka Way Unit A, Frederick, CO 80516
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: Playground Equipment

Name: Ground Solutions Telephone No. 720-910-2788
Address: 10611 Highway 257 Spur, Greeley, CO 80634
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: Engineered Wood Fiber - EWF

Name: Anova Furnishings Telephone No. 314-853-0170
Address: 1424 Talmage Ave, St Louis, MO 63110
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: Picnic Tables, Chairs & Trash Receptacles

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

PROJECT: Park Renovations – Enclave & Sunflower Parks
PROJECT NUMBER: 301511-630048
OWNER: CITY OF LOUISVILLE, COLORADO

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.

Gary Adams

Printed or Typed Name

Vice President of Operations

Title

Signature

1/23/2025

Date



LEGEND

-  SOD
-  CONCRETE
-  ENGINEERED WOOD FIBER
-  MULCH
-  METAL EDGER
-  TABLES
-  SEAT BOULDERS
-  SEATBACK CHAIRS
-  DECIDUOUS TREE
-  ORNAMENTAL TREE



ENCLAVE PARK

1100 ENCLAVE CIRCLE
LOUISVILLE, CO 80027



Project No.: 22219.00

Issued For: Date: 2/26/25 11/20/2024

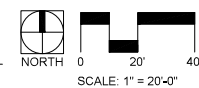
Drafted By: EMS, AD
Checked By: CM, ES

All drawings and written material
are the property of Design Concepts and
may not be reproduced, used or disclosed.

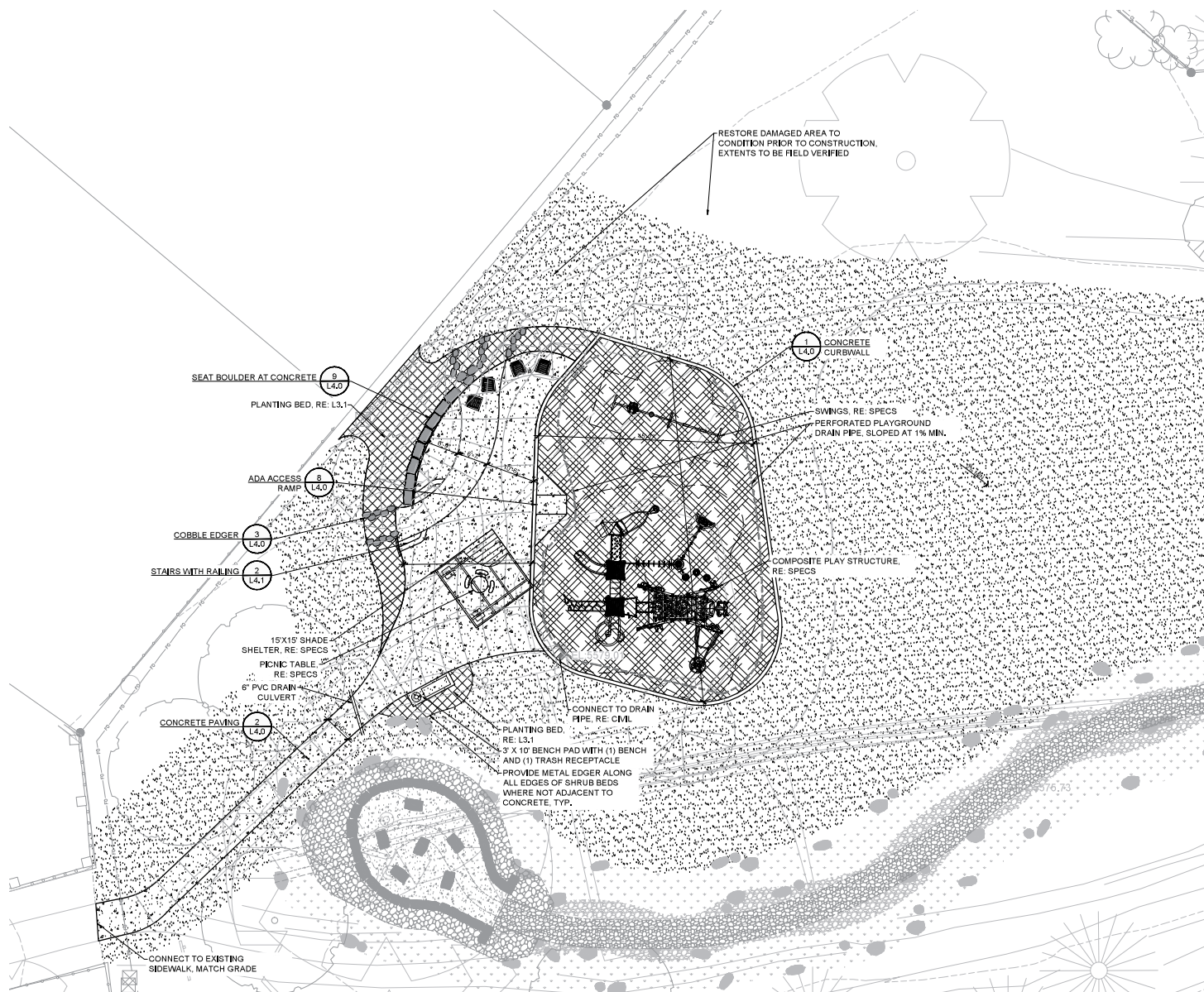
OVERALL SITE
PLAN

L1.0

1 OVERALL SITE PLAN
Scale: 1" = 20'



CC 02/04/25



LEGEND

-  SOD
-  CONCRETE
-  ENGINEERED WOOD FIBER
-  MULCH
-  METAL EDGER
-  TABLES
-  SEAT BOULDERS
-  SEATBACK CHAIRS
-  DECIDUOUS TREE
-  ORNAMENTAL TREE



ENCLAVE PARK

1100 ENCLAVE CIRCLE
LOUISVILLE, CO 80027



Project No.: 22219.00

Issued For: Date: 05/05/2024 11/20/2024

Drafted By: EMS, AD
Checked By: CM, ES

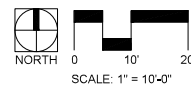
All drawings and written material
supplied herein constitute a contract and
are the property of Design Concepts and
may not be reproduced, copied or otherwise used.

SITE PLAN
ENLARGEMENT

L2.0

1 SITE PLAN ENLARGEMENT

Scale: 1" = 10'



CC 02/04/25



Project No.: 22219.00

Issued For: Date: 02/04/25 11/20/2024

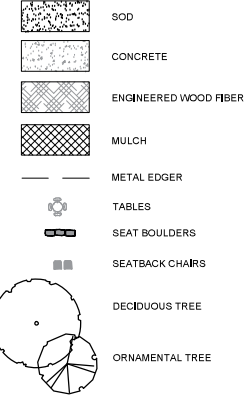
25% CDS

Drafted By: EMS, AD

Checked By: CM, ES

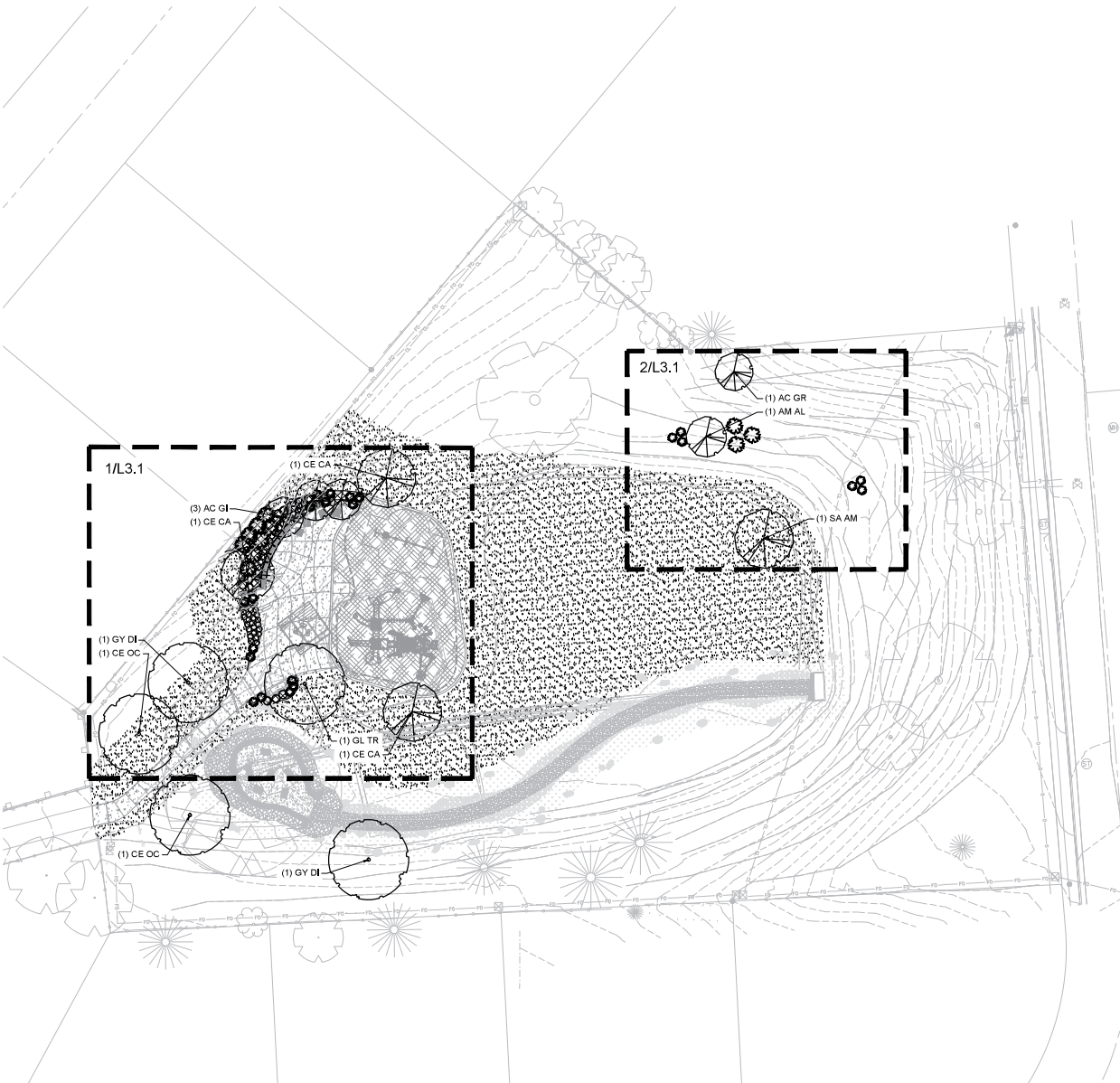
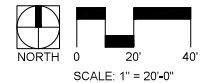
All drawings and written material appear herein and are to be used and modified in accordance with the terms of the Design Agreement and may not be distributed, used or disclosed.

LEGEND



PLANT SCHEDULE

CODE	DECIDUOUS TREES	COMMON NAME	CONT.
CE OC	Celtis occidentalis	Western Hackberry	2" B&A
GL TR	Gleditsia triacanthos	Honeylocust	2" B&A
GY DI	Gymnocladus dioica	Kentucky Coffeetree	2" B&A
SA AM	Salix amygdaloides	Peach Leaf Willow	2" B&A
CODE	ORNAMENTAL TREES	COMMON NAME	CONT.
NMAL	Amelanchier alnifolia	Saskatoon Serviceberry	B&B cump
AC GI	Acer glabrum	Ginnala Maple	B&B cump
AC GR	Acer grandidentatum	Bittersweet Maple	B&B cump
CE CA	Cercis canadensis	Eastern Redbud	2" B&A
CODE	SHRUBS	COMMON NAME	CONT.
AB CO	Arctostaphylos uva-ursi	Pachira Almond	#5 cort.
CO SA	Cornus sericea	Redtwig Dogwood	#5 cort.
DA BU	Daphne x burkwoodii	Carol Mackie Daphne	#5 cort.
FR NA	Fraxinus americana	Dwarf Blue Rabbitbrush	#5 cort.
EU AL	Eucalyptus alba	Dwarf Burning Bush	#5 cort.
PE AT	Perovskia atriplicifolia	Russian Sage	#5 cort.
PI MU	Pinus mugo	Dwarf Mugo Pine	#5 cort.
RH AR	Rhus aromatica	Gro-low Sumac	#5 cort.
RH GL	Rhus glabra	Smooth Sumac	2" B&A
RI AU	Ribes aurum	Golden Currant	#5 cort.
CODE	PERENNIALS	COMMON NAME	CONT.
AC MI	Adiantum nigellum	Common Noddy	#1 cort.
AG RU	Agrostis rupestris	Licorice Mint Hyssop	#1 cort.
AM TA	Amonia tobermorbana	Blue Star	#1 cort.
GA RA	Gallardia aristata	Blanket Flower	#1 cort.
HU SP	Hieracium spp.	Peach Melba	#1 cort.
KN LV	Kniphofia uvaria	Red Hot Poker	#1 cort.
ST LA	Symphoricarpos laevis	Smooth Acor	#1 cort.
CODE	ORNAMENTAL GRASSES	COMMON NAME	CONT.
CA AC	Calamagrostis acutiflora	Karl Foerster Feather Reed Grass	#1 cort.
AN GE	Anthriscus gerardi	Blue Bigleaf	#1 cort.
HE SE	Helictotrichon sempervirens	Blue Avena	#1 cort.

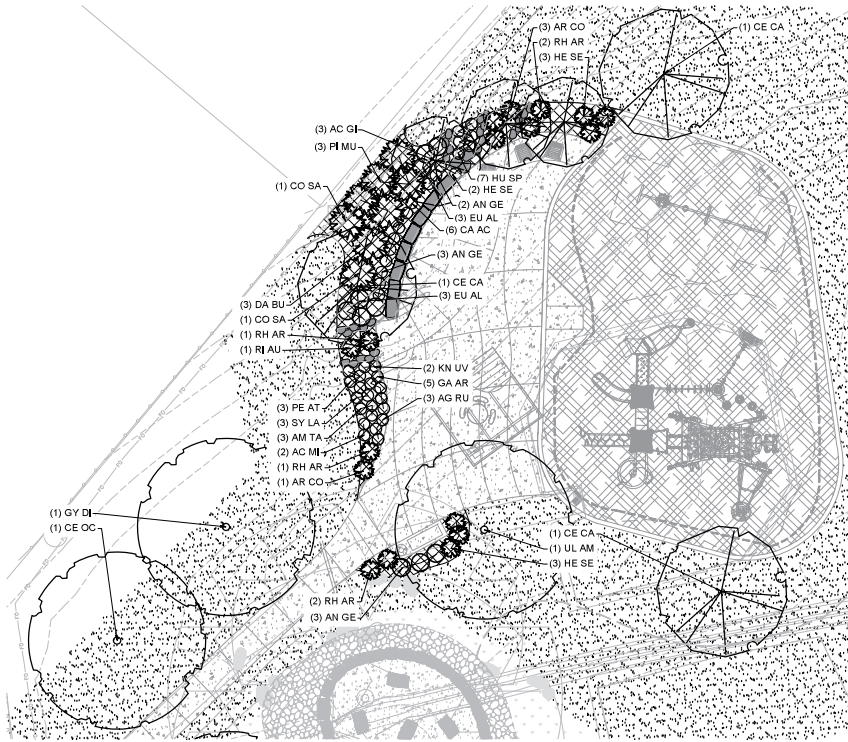


1 LANDSCAPE PLAN
Scale: 1" = 20'

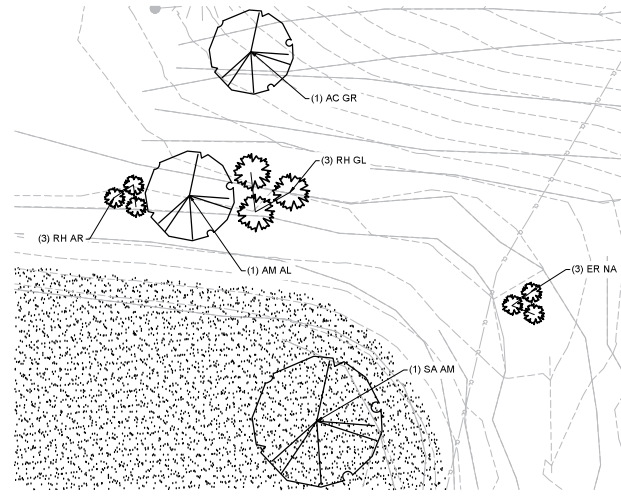
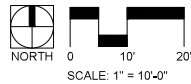
CC 02/04/25

OVERALL LANDSCAPE PLAN

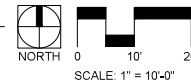
L3.0



1 LANDSCAPE PLAN ENLARGEMENT
Scale: 1" = 10'



2 LANDSCAPE PLAN ENLARGEMENT
Scale: 1" = 10'

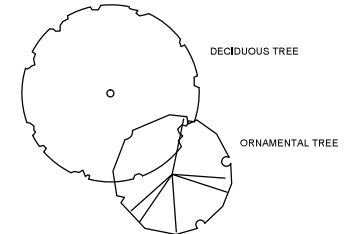


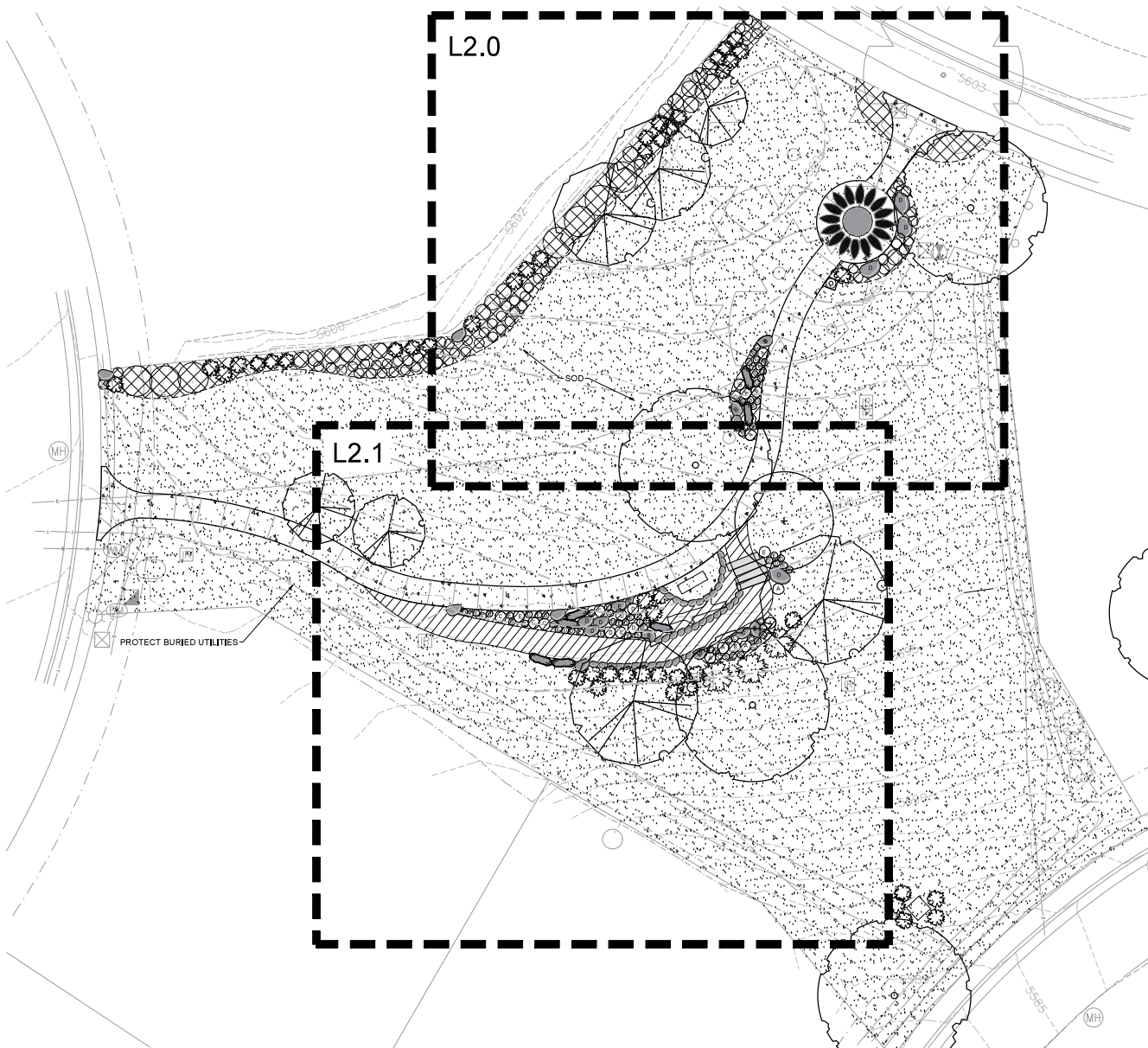
LEGEND

- SOD
- CONCRETE
- ENGINEERED WOOD FIBER
- MULCH
- METAL EDGER
- TABLES
- SEAT BOULDERS
- SEATBACK CHAIRS
- DECIDUOUS TREE
- ORNAMENTAL TREE

PLANT SCHEDULE

CODE	DECIDUOUS TREES	COMMON NAME	CONT
CE OC	<i>Celtis occidentalis</i>	Western Hackberry	2" B&B
GL TR	<i>Gleditsia nacantha</i>	Honeylocust	2" B&B
GY DI	<i>Gymniodendron dioica</i>	Kentucky Coffeetree	2" B&B
SA AM	<i>Salix amygdaloides</i>	Peach Leaf Willow	2" B&B
CODE	ORNAMENTAL TREES	COMMON NAME	CONT
AM AL	<i>Amelanchier alnifolia</i>	Sassatoon Serviceberry	B&B clump
AC GI	<i>Acer ginnala</i>	Ginnala Maple	B&B clump
AC GR	<i>Acer grandatum</i>	Bilgorth Maple	B&B clump
CE CA	<i>Cercis canadensis</i>	Eastern Redbud	2" B&B
CODE	SHRUBS	COMMON NAME	CONT
AR CO	<i>Arctostaphylos x coloradensis 'Panchito'</i>	Panchito Manzanita	#5 cont.
CO SA	<i>Cornus sericea 'Acute Fine'</i>	Reichwig Dogwood	#5 cont.
DA BU	<i>Daphne x burkwoodii 'Carol Mackie'</i>	Carol Mackie Daphne	#5 cont.
ER NA	<i>Ericameria nauseosa nana</i>	Dwarf Blue Rabbitbrush	#5 cont.
EU AL	<i>Eucymus alatus compactus</i>	Dwarf Burning Bush	#5 cont.
PE AT	<i>Perovskia atriplicifolia</i>	Russian Sage	#5 cont.
FI MU	<i>Pinus mugo</i>	Dwarf Mugo Pine	#5 cont.
RH AR	<i>Rhus arancifolia</i>	Fire Low Sumac	#5 cont.
RH GL	<i>Rhus glabra</i>	Smooth Sumac	2" B&B
RI AU	<i>Ribes aurum</i>	Golden Currant	#5 cont.
CODE	PERENNIALS	COMMON NAME	CONT
AC MI	<i>Achillea millefolium 'Paprika'</i>	Common Yarrow	#1 cont.
AG RU	<i>Agastache rupestris</i>	Licorice Mint Hyssop	#1 cont.
AM TA	<i>Amsonia tabernaemontana</i>	Blue Star	#1 cont.
SA AR	<i>Gallardia aristata</i>	Blanket Flower	#1 cont.
HU SP	<i>Heuchera sp. 'Peach Melba'</i>	Coral Bells	#1 cont.
KN UV	<i>Kniphofia uvaria</i>	Red Hot Poker	#1 cont.
GY LA	<i>Symphoricarpan laeve</i>	Smooth Astor	#1 cont.
CODE	ORNAMENTAL GRASSES	COMMON NAME	CONT
EA AC	<i>Calamagrostis acutiflora</i>	Karl Foerster Feather Reed Grass	#1 cont.
AN GE	<i>Andropogon gerardii</i>	Blue Bigstem	#1 cont.
HE SE	<i>Helictotrichon sempervirens</i>	Blue Avena	#1 cont.



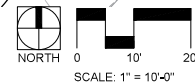


LEGEND

-  SOD
-  CRUSHER FINES
-  WOOD MULCH
-  SANDBLASTED AND STAINED CONCRETE
-  COLORED CONCRETE
-  CONCRETE
-  METAL EDGER
-  LANDSCAPE BOULDERS
-  STUMP AND STONE HEIGHT:
A = 24"
B = 16"
C = 8"
D = 16"
E = 12"
-  STONE STEPS
-  DECIDUOUS TREE
-  ORNAMENTAL TREE

1 OVERALL SITE PLAN

1" = 10'-0"



CC 02/04/25



SUNFLOWER PARK

907 SUNFLOWER STREET
LOUISVILLE, CO 80027



Project No.: 22219.00

Issued For: Date:
8/26/2024 11/20/2024

Drafted By: EMS, AD
Checked By: CM, ES

All drawings and written material
submitted herein constitute a contract and
supervision of all Design Concepts and
may not be distributed, used or disclosed.

OVERALL SITE
PLAN

L1.1



1 PLAZA ENLARGEMENT
1" = 5'-0"

NORTH 0 5' 10'
SCALE: 1" = 5'-0"

LEGEND

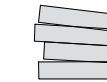
	SOD
	CRUSHER FINES
	WOOD MULCH
	SANDBLASTED AND STAINED CONCRETE
	COLORLED CONCRETE
	CONCRETE
	METAL EDGER



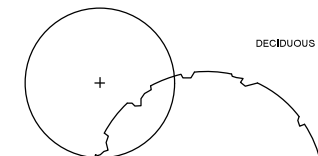
LANDSCAPE BOULDERS



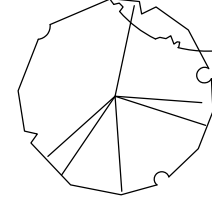
STUMP AND STONE HEIGHT:
A = 24"
B = 16"
C = 8"
D = 18"
E = 12"



STONE STEPS



DECIDUOUS TREE



ORNAMENTAL TREE



SUNFLOWER PARK

907 SUNFLOWER STREET
LOUISVILLE, CO 80027



Project No.: 22219.00

Issued For: 8/26/2024

Date: 11/20/2024

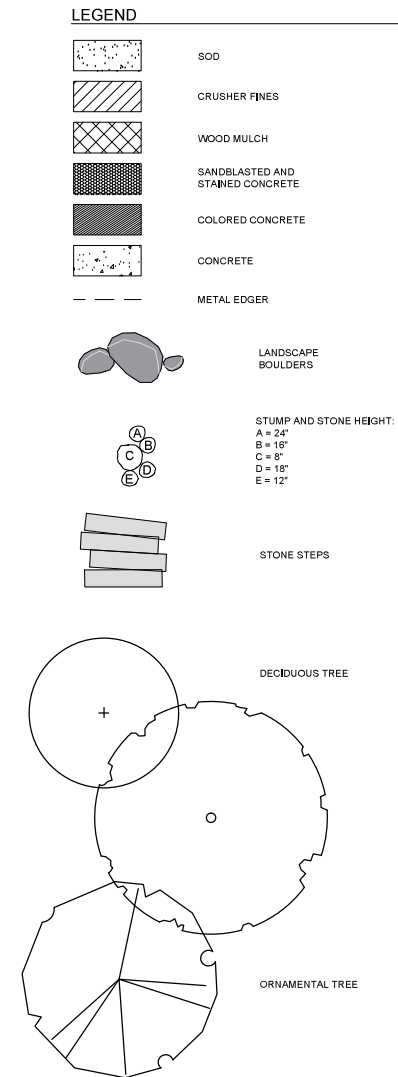
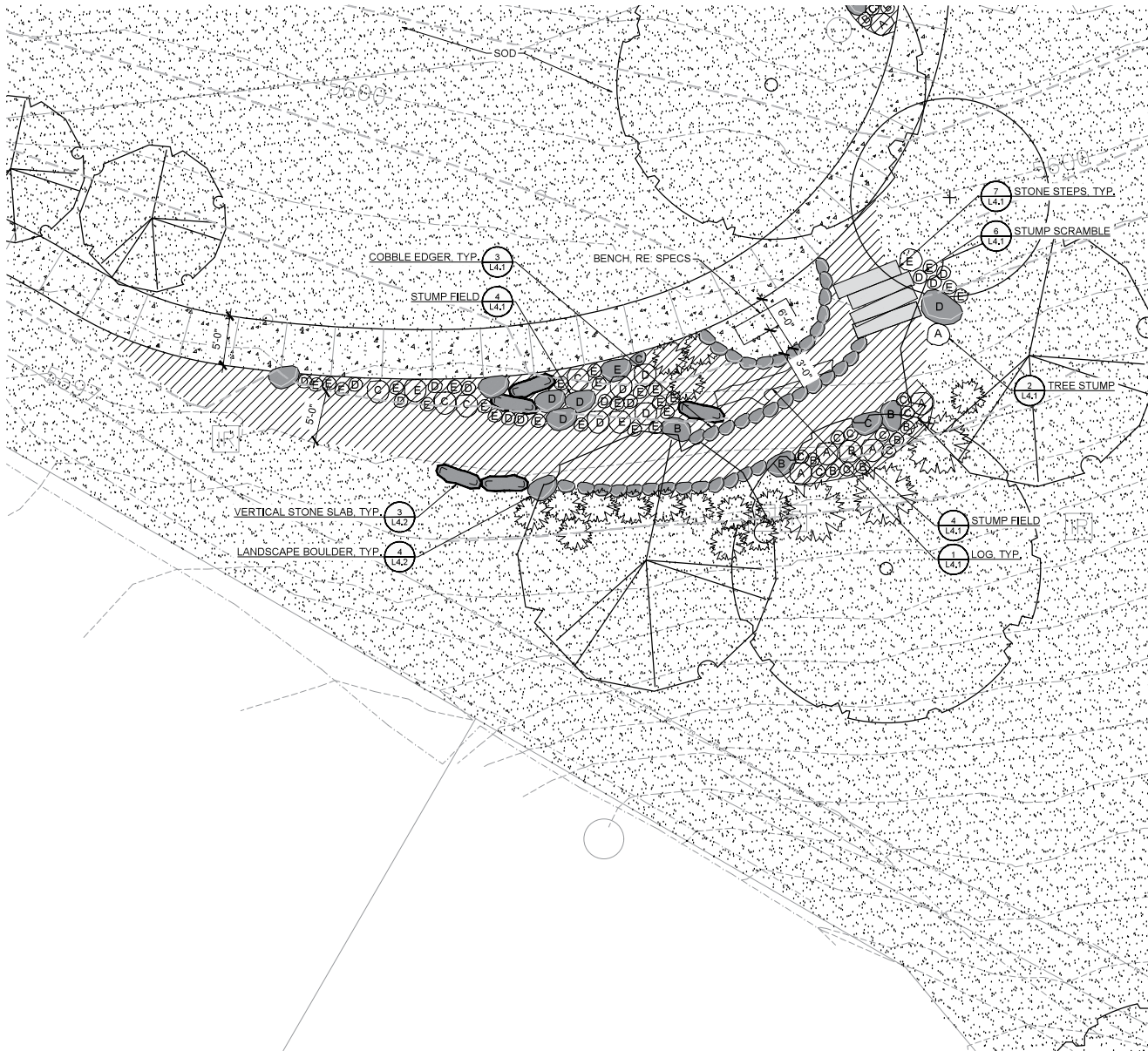
Drafted By: EMS, AD
Checked By: CM, ES

All drawings and written material
submitted herein constitute a contract and
are the property of Design Concepts and
may not be duplicated, used or otherwise.

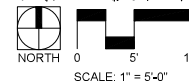
PLAZA
ENLARGEMENT

L2.0

CC 02/04/25



1 ADVENTURE PATH ENLARGEMENT
1" = 5'-0"



SUNFLOWER PARK

907 SUNFLOWER STREET
LOUISVILLE, CO 80207



Project No.: 22219.00

Issued For: 8/26/2024 Date: 11/20/2024

Drafted By: EMS, AD
Checked By: CM, ES

All drawings and written material
supplied herein constitute a contract and
are the property of Design Concepts and
may not be duplicated, used or disclosed.

ADVENTURE
PATH
ENLARGEMENT

L2.1

CC 02/04/25



AGREEMENT

THIS AGREEMENT is made and entered into this **5th day of February** in the year 2025 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: PARK RENOVATION – ENCLAVE & SUNFLOWER PARKS
PROJECT NUMBER: 301511-630048

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work within **100 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 **One million forty one thousand one hundred five and 00/100 dollars (\$1,041,105.00)** set forth in the bid form of the CONTRACTOR dated **January 23, 2025**.

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 Guaranteed Maximum 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: Enclave Park 95% Construction Documents & Sunflower Park 95% Construction Documents
- 6.8 Other documents which may be required or specified including:
 - 6.8.1 Addenda No. 0 to 0 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 **February 5th, 2025**.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

By: _____
Chris Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: Project Manager - PROS

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

By: _____
Gary Adams, VP of Operations

(CORPORATE SEAL)
Attest: _____
SECRETARY

Address for giving notices:

605 Weaver Park Rd
Longmont, CO
80501

Attention: Gary Adams