City of Louisville
PARKS, RECREATION & OPEN SPACE

REQUEST FOR PROPOSAL

Design/Build Services for the Coal Creek Golf Course Maintenance Storage Building

Project Number: 620174

AN OPTIONAL PRE-PROPOSAL MEETING WILL BE CONDUCTED ONSITE AT 11:30 AM MT, MONDAY JUNE 16TH, 2025. SEE EXHIBIT C FOR MAP OF MEETING LOCATION.

PROPOSALS WILL BE ACCEPTED UNTIL 3:00 PM MT, WEDNESDAY JULY 2ND, 2025.

Note: Proposals should be submitted electronically via email to the enclosed Parks & Recreation Department Contacts

City of Louisville | Parks, Recreation & Open Space
749 Main Street Louisville, CO 80027
PH: (303) 335-4735 www.louisvilleco.gov

INVITATION TO BID
The City of Louisville ("the City") is soliciting bids from qualified contractors and teams ("Respondents") to assist City staff with architectural and engineering design, PUD entitlement and construction services for the **Coal Creek Golf Course Maintenance Storage Building** through an integrated project delivery (design/build) agreement.

Digital copies of the Bidding Documents will be available after June 5th, 2025 through the department office, on-line via the Rocky Mountain Bid System and on the City's website: https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals

A recommended pre-proposal meeting will be held at the existing maintenance facility on Monday June 16th at 11:30am MT. **Bids will be accepted electronically by the department until 3pm MT on July 2nd, 2025.** See bidding documents for submission requirements and contact information.

PROJECT SUMMARY
Coal Creek Golf Course is an award-winning facility located in Louisville, Colorado. Originally designed by Dick Phelps in 1990, Coal Creek was redesigned by Kevin Norby after being destroyed in the 2013 flood and was reopened in June 2015.The City now seeks to construct an additional equipment and materials storage building at the course's existing maintenance facility located at 801 Dillon Road Louisville, CO 80027.

The proposed building will store equipment and palletized materials currently being held outdoors and subject to premature deterioration. Given cost and space constraints, the City's desire is to construct the most cost-effective architectural solution capable of meeting regulatory requirements including the City of Louisville's Commercial Development Design Standards and Guidelines (CDDSG). The interior is to provide minimal amenities given the existing shop building will remain to provide mechanical servicing space, offices, restrooms, etc. Per commercial guidelines, the new building must contain a form of automated fire suppression. Conditioning of the space is desired if budget and/or City de-carbonization goals allow.

Work to date includes completion of an ALTA survey, soil testing and completion of preliminary site planning and civil engineering. A preferred building location and approximate footprint have been identified to avoid site constraints including major utilities, easements and floodplain. The current footprint is approximately 2,500 SF and being envisioned as a metal building on concrete foundation. Renderings from a massing model are enclosed in Exhibit D to convey preliminary design intent, however refinements are anticipated to satisfy CDDSG aesthetic guidelines and to best align with the ~$500,000 budget available for design and construction.

At this time consulting services are desired to develop a detailed set of architecture and engineering construction documents, to assist the City in obtaining the required regulatory approvals as part of the City's Planned Unit Development (PUD) process, and to complete permitting and construction of the facility. Respondents (or teams) should include site and

building sub-consultants as required to produce the required Planning and PUD exhibits, to facilitate cost estimating, obtain permits and complete construction. The City may award a provision for construction administration services for the design consultant, as outlined in the enclosed bid form.

SCOPE OF WORK

The selected respondent (or team) will work closely with City staff to deliver architectural and engineering documents (including schematic design, design development, construction drawings, details and specifications) required to obtain relevant regulatory approval and to satisfy all applicable building codes, permitting, inspections etc. The team will then be responsible for procurement and construction to deliver an occupiable building.

Scope of services should include:

1. Review of existing site survey and engineering documents
2. Completion of a project kick-off and site tour with City staff
3. Regular project status meetings with City staff (interval to be suggested by respondent)
4. Developing a minimum of two conceptual architectural designs for Owner review and input. Basic digital 3-D modeling and/or color rendering are preferred.
5. One in-person presentation to the Recreation Advisory Board (open to the public) to obtain resident input on conceptual design alternatives.
6. Design revision to incorporate stakeholder input and determine a final design.
7. Procurement and coordination of sub-contractors capable of developing plans for site, landscape, irrigation, structural (building and/or foundation), mechanical, electrical and/or plumbing components as needed for PUD approval and/or building permitting.
8. Coordination with a pre-fabricated metal building manufacture and/or General Contractor capable of advising on constructability and cost implications is preferred
9. Three cost projections to inform alignment with budget. (1 at the schematic level for each of the two concept alternatives and 1 at design development level)
10. Administration of the plat and PUD development review process including:
    a. Pre-Application virtual meeting with City Planning staff
    b. Completion and formal submittal of Land Use Application
    c. Preliminary Plat with Council approval (likely concurrent with Final Plat and PUD)
    d. Final Subdivision Plat in accordance with requirements set forth in the City of Louisville Municipal Code requirements (Section 16.12.090) and to satisfy potential public land dedication requirements as determined during the review process.
    e. Production/coordination of all required PUD Plan Sheets (electronic format)
        - Cover Sheet
        - Development plan
        - Utility plan*
        - Grading and drainage plan*
        - Landscape plan
        - Architectural elevations
        - Photometric plan and fixture cut sheets
        - Floor plans

- Other plan sheets as necessary
  *Reflected on preliminary site plan (exhibit d)

f. Any other items determined necessary to adequately review the application.
g. Plan revisions and resubmittals as required.
h. Presentations to the Planning Commission (1) and City Council (1).

11. If awarded, Construction Administration should include:
    a. Leading weekly project meetings to review construction planning and/or progress
    b. On-site construction observation at frequencies driven by construction scheduling and milestones
    c. Monitoring of contractor's compliance with design intent, project specifications, permitting and codes to ensure requirements are met or exceeded
    d. Assistance in resolving unexpected issues and unforeseen conditions so construction is not unnecessarily delayed.
    e. Prompt review and response to shop drawings, submittals, requests for information, pay applications, etc.
    f. Assistance in preparing and resolving punch list items and ensuring Certificate of Occupancy is obtained in a timely fashion
12. Construction of the building including:
    a. Hold/obtain contractor's license with the City of Louisville
    b. Obtaining bonding, insurance, building permits as needed for construction
    c. Procure and construct all aspects of the site, utilities and building infrastructure per approved design plans, PUD requirements, applicable building codes and City regulations.
    d. Provide support through Certificate of Occupancy, commissioning and warranty periods, as relevant.

ANTICIPATED SCHEDULE / KEY DATES

Daily Camera Submission ..... 3:00 p.m. 6/5/25
Rocky Mountain E- Purchasing Posting 6/5/25
First Publication 6/11/25
Second Publication 6/15/25
Optional Pre-Proposal Meeting ..... 11:30 a.m. 6/16/25
Inquiry Deadline. ..... 3:00 p.m. 6/18/25
Inquiry Response Deadline 6/23/25
Proposals Due ..... 3 p.m. 7/2/25
Proposal Review 7/2/25
City Council Packet 7/23/25
City Council Meeting 8/5/25
Notice of Award 8/6/25
Notice to Proceed, Bonds, Insurance, etc. 8/8/25
PUD Submission ..... TBD 2025/26
Building Construction ..... TBD 2026

SELECTION PROCESS AND CRITERIA
The following criteria will be used to evaluate all proposals:

- The respondent's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- The reputation, experience, and efficiency of the respondent(s).
- The ability of the respondent to provide quality services within time and funding constraints.
- The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
- Such other factors as the City determines are relevant to consideration of the best interests of the City.

PERIOD OF SERVICE
The Respondent Team should be available to perform work per the above scheduled dates upon approval of their proposal. Any foreseen limitations and/or conflicts impacting the proposed project schedule should be addressed as a part of the proposal submission.

BUDGET, COMPENSATION & PAYMENT
Payment for the Respondent Team services will be based on a lump sum proposal to include the scope of services identified in the Request for Proposal. The lump sum proposal shall include costs for all overhead, profit, deliverables, travel and other expenses incidental to the project. Payments will be made on a monthly basis upon receipt and acceptance of an invoice indicating the services for which payment is due. Hourly rate and unit pricing schedules shall be included in the contract for possible additions or deletions to the services. The City of Louisville is tax exempt.

STANDARD TERMS AND CONDITIONS

Respondents should be aware of the following terms and conditions what have been established by the City of Louisville:

- The request for proposal is not an offer of contract. The provisions in the RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals.

- The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.

- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.

- All submittals become the property of the City, a matter of public record and will not be returned. Proprietary information included in submittals must be clearly identified and will be protected, if possible. Unit pricing and total cost information will not be considered proprietary.

- The City has the right to use any or all ideas presented in response to this invitation to bid. Disqualification of the respondent does not eliminate this right. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.

- No Bid may be withdrawn within a period of sixty (60) days after proposal submission deadline.

- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City. A sample contract is enclosed. (Exhibit C)

REQUIRED SUBMITTALS

One digital copy (single PDF file preferred) should be submitted to the enclosed contacts prior to the Proposal Deadline. Proposals should include the following and in the order given:

1. Letter of Interest
    a. Provide a cover letter stating the Respondent's interest and reflecting an understanding of the proposed scope of services. The letter must be signed by an authorized agent for the Respondent.
2. Capabilities & Experience
    a. Provide a review of your qualifications and include three (3) examples of past or present work which best demonstrate your ability to successfully complete the proposed services. Focus, to the greatest extent possible, on projects similar to the scope of services herein within the past 5 years.
3. References
    a. Provide three (3) Client references (including contact person and phone number) for projects of similar size/scope
4. Required Forms
    a. Signed Disclosure Statement (Exhibit A)
    b. Complete and sign Cost Proposal Form (Exhibit B)

INQUIRIES

Prospective submitters may make written inquiries by email prior to the inquiry deadline. Inquiries will also be accepted at the pre-proposal meeting. An addendum will be released to all pre-proposal meeting attendees with any required clarifications, revisions and/or associated documents prior to the inquiry response deadline. Inquiries should be sent via email to the contacts listed below.

SUBMISSIONS & CONTACT INFORMATION

Proposals will be accepted until 10:00am MDT on the Proposal Deadline listed above. Late proposals will not be accepted. *Please keep submissions to 10mb or less*.

Proposals shall be submitted electronically via email to the department contacts below:

Bryon Weber
Project Manager | Parks, Recreation & Open Space
bweber@louisvilleco.gov

AND

Marla Olson
Senior Administrative Assistant | Parks, Recreation & Open Space
molson@louisvilleco.gov

EXHIBIT A
Disclosure Statement

EXHIBIT B
Cost Proposal & Schedule of Subcontractors

EXHIBIT C
Building Location & Access Map

EXHIBIT D
Preliminary Site Plan & Elevations

EXHIBT E
Sample Agreement

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

EXHIBIT B - COST PROPOSAL FORM

PROJECT: Design/Build Services - Golf Course Maintenance Building
PROJECT NUMBER: 620174
OWNER: City of Louisville, CO

LEAD FIRM: _____

LINE	SERVICE ITEM	SERVICE FEE	NOTES
1	Architecture & Engineering Design Services	$	
2	Planning & PUD Entitlement Services	$	
3	Site & Building Construction*	$	See Exhibit D site plan for highlighted scope. Price should include listed alternates.
4	Construction Administration	$	
5	Other:	$	if applicable
6	**Total Lump Sum Bid (Design + Construction)**	$	sum of lines 1-5

*Line 3 should reflect a preliminary guaranteed maximum price (GMP) to construct the facility.

SCHEDULE OF SUBCONTRACTORS	
Company Name	**Services Provided**
Notes:	

SIGNATURE: _____ **DATE:** _____

NAME: _____

TITLE: _____

Exhibit C - Building Location & Access Map

From the Coal Creek Golf Course:
Travel west on Dillon Rd and continue ~.3 miles
Turn south on Coal Creek Circle
Turn left at the first access road
Continue to the rear of the credit union and turn right on gravel road
Cross the Coal Creek Trail and continue to maintenance building

EXHIBIT D - Site Plan & Elevations

City of Louisville
COLORADO • SINCE 1878

ICON ENGINEERING

DILLON ROAD

PROPERTY LINE (TYPICAL)

#1
REMOVE & REPLACE EXISTING CURB & GUTTER AND PAVEMENT

#1
PROPOSED FIRE LINE

#2
PROPOSED ELECTRIC LINE

#3
(8) STAFF PARKING SPACES

#3
(12) STAFF PARKING SPACES

#4
PROPOSED FUEL TANK LOCATION

#5
REMOVE & REPLACE CONCRETE PAD

#6
REMOVE EXISTING CONCRETE PAD

#7
PROPOSED CONCRETE (BID ADD ALTERNATE)

#8
NEW STORAGE BAY (BID ADD ALTERNATE)

EXPANDED CONCRETE APRON (BID ADD ALTERNATE)

EXISTING WETLANDS

FEMA EFFECTIVE FLOODPLAIN

FEMA EFFECTIVE FLOODPLAIN (TYPICAL)

EXISTING FUEL STORAGE TANK

EXISTING BUILDING (40' x 80') FFE ~ 5440.5'

PROPOSED BUILDING (5' x 57' + 30' x 65' + 5' x 55') FFE ~ 5439.5'

PROPOSED CONCRETE PAD (20' x 48')

FIRE TRUCK TURNAROUND

RELOCATED DUMPSTERS

REMOVE EXISTING STORM DRAIN INLET AND PIPE

PROTECT EXISTING CHEMICAL STORAGE BUILDING IN PLACE

RELOCATE EXISTING SHED

10' P.S.CO. EASEMENT

75' P.S.CO. EASEMENT

75' P.S.CO. EASEMENT

Noteworthy Construction Items for GMP:
See notes highlighted with yellow.

1) New waterline connection, including street repair with curb & gutter. This will be required for irrigation use, any hose/spigot connections on the new building and for fire suppression if a wet system is installed.

2) New electrical connection from service to north

3) Parking spaces to be informal (no paving or striping required)

4) New concrete slab with two dumpsters and a fuel tank (relocated to remove from floodplain). This area will need screening per commercial guidelines, such as architectural block wall and metal gates.

5) Remove and replace concrete slab with drain inlet and replace with concrete pad.

6) Remove concrete pad east of existing shop during site construction.

7)Bid Alternate 1 - expansion of concrete pad on north of existing shop

8)Bid Alternate 2 - expansion of materials storage area with an additional bay and expanded concrete apron.

N

0 20' 40'

P:\P23-016_Coal Creek Golf Course Storage Shed\06_DWG\04_CIVIL\02_XREF\CP-PLAN.dwg, Tdomin, Page Setup---, ICON, stb, 3/8/2024 10:44 AM

Northeast Corner

Model reflects preliminary design intent only and doesn't match site plan, as shown. All architectural components including materials, colors, fenestration, etc. will be subject to further design development. Massing reflects 11' wall height on the primary structure and 3:12 roof slope.

Renderings developed by Owner with modeling software from Sunward Steel Buildings https://3d.sunwardsteel.com/

Northwest Corner

Model reflects preliminary design intent only and doesn't match site plan, as shown. All architectural components including materials, colors, fenestration, etc. will be subject to further design development. Massing reflects 11' wall height on the primary structure and 3:12 roof slope.

Renderings developed by Owner with modeling software from Sunward Steel Buildings https://3d.sunwardsteel.com/

Southeast Corner

Model reflects preliminary design intent only and doesn't match site plan, as shown. All architectural components including materials, colors, fenestration, etc. will be subject to further design development. Massing reflects 11' wall height on the primary structure and 3:12 roof slope.

Renderings developed by Owner with modeling software from Sunward Steel Buildings https://3d.sunwardsteel.com/

Southwest Corner

Model reflects preliminary design intent only and doesn't match site plan, as shown. All architectural components including materials, colors, fenestration, etc. will be subject to further design development. Massing reflects 11' wall height on the primary structure and 3:12 roof slope.

Renderings developed by Owner with modeling software from Sunward Steel Buildings https://3d.sunwardsteel.com/

EXHIBIT E – SAMPLE AGREEMENT

DESIGN BUILD SERVICES
FOR
_____PROJECT NAME]_____

City of Louisville
749 Main Street,
Louisville, Co 80027
Phone: (303) 335-4608
Fax: (303) 335-4550

Project Number: _____
Date: _____

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

TABLE OF CONTENTS

Agreement Declarations **Page**

Sec. 1 Contract Documents 5

Sec. 2 Scope of Work 5

Sec. 3 Contract Amount 6

Sec. 4 Bonds 7

Sec. 5 Contract Time and Liquidated Damages 7

Sec. 6 Exhibits Incorporated 8

Sec. 7 Notices 9

Sec. 8 Modification 9

Sec. 9 Successors and Assigns 9

Sec. 10 Governing Law 9

Sec. 11 No Waiver 9

Sec. 12 Entire Agreement 10

Sec. 13 Severability 10

Exhibits **PAGE**

Exhibit A / General Terms and Conditions 11

1. Intent of Contract Documents 11

2. Investigation and Utilities 10

3. Progress Payments 12

4. Payments Withheld 13

5. Final Payment 13

6. Submittals and Substitutions 14

7. Daily Reports, As-Builts and Meetings 15

8. Contract time and Time Extensions 16

9. Changes in the Work 17
10. Claims and Disputes 18
11. Other Work 18
12. Indemnification and Insurance 19
13. Compliance with Laws 21
14. Cleanup and Protections 21
15. Assignment 21
16. Licenses 21
17. Termination for Default 21
18. Termination for Convenience 23
19. Completion 23
20. Warranty 24
21. Tests and Inspections 24
22. Defective Work 25
23. Supervision and Superintendents 26
24. Protection of Work 26
25. Emergencies 27
26 Use of Premises 27
27. Safety 27
28. Project Meetings 28

Exhibit B / Bonds 29
Performance Bond 29
Labor and Material Payment Bond 31
Exhibit C Notice of Award 33
Exhibit D Notice to Proceed 34

Exhibit E Change Order 35
Exhibit F Field Order 36
Exhibit G Work Change Directive Instructions..... 37
Exhibit H Work Change Directive 38
Exhibit I Application for Payment..... 39
Exhibit J Contractors Proposal Request..... 40
Exhibit K Contractors Overtime Request..... 41
Exhibit L Claim Release 42
Exhibit M Insurance and Safety..... 43
Exhibit N Certificate of Substantial Completion 45
Exhibit O Final Inspection Report..... 47
Exhibit P Certificate of Final Completion 48
Exhibit Q Guarantee Period Inspection Report 49
Exhibit R Contract Definitions..... 50
Exhibit S Scope of Work..... 55
Exhibit T Fee Schedule 56

AGREEMENT

THIS AGREEMENT is made and entered into this _____ ___ day of _____ in the year 20____ by and between:

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

and

_____
(hereinafter called DESIGN-BUILD FIRM or CONTRACTOR)

WHEREAS, CITY desires to acquire the services of DESIGN-BUILD FIRM to complete the _____ Project, City Project Number: _____ (the "Project"), at _____Project Address/Legal Description_____ (the "Project Site").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, OWNER and DESIGN-BUILD FIRM agree as follows.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Amendments, and Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made part of this Agreement (all of said documents, including this Agreement, being referred to herein as the "Contract Documents"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project Site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) The Agreement, including Amendments and Exhibits; (2) Change Orders; (3) Work Directive Changes; (4) Field Orders; and (5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire agreement between parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. City shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design of, and all labor, materials, supplies and other items and services necessary for the construction of the Project ("Work") as set forth in Exhibit S, Scope of Work, and for all other services necessary for the construction of the Project.

B. Design-Build Firm's Responsibility with respect to design phase of the Project.

1. The Design-Build Firm shall prepare and the City shall approve a Pre-Construction Phase schedule, including the following:

    a. PHASE I – SITE ANALYSIS AND DESIGN APPROACH: Review site and Owner's plan for the project.

    b. PHASE 2 – CONCEPTUAL DESIGN: Develop conceptual and preliminary design to advise City concerning site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including costs of alternative designs or materials, preliminary budgets and possible economies.

    c. PHASE 3 – SCHEMATIC DESIGN: Prepare preliminary plans, develop project budget.

    d. PHASE 4 – DESIGN DEVELOPMENT: Upon approval of Schematic Designs and authorization from the City to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the project as to structural, mechanical, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project.

    e. PHASE 5 – CONSTRUCTION DRAWINGS AND SPECIFICATIONS: From approved Design Development Documents, the Design-Build Frim will prepare construction drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations.

2. The Design-Build Firm and the City will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount of time as defined in Section 5. As Construction Drawings and Specifications are being completed, the Design-Build Firm will keep the City advised of the effects of any City requested changes on the Contract Time Schedule and/or the Total Contract Amount. Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the City and incorporated in exhibits. These Drawings and Specifications shall remain the property of the City and may be used by the City on this or other projects without the written consent of the Design-Build Firm.

C. Upon the completion of the Preconstruction Phase Services, the parties may enter into a Guaranteed Maximum Price ("GMP") for the construction of the Project. If the parties agree to a GMP, the GMP shall be added to this Contract by amendment ("GMP Amendment"). If the parties agree to a GMP Amendment to this Contract as provided for herein, the Design-Build Firm shall furnish and install all labor, materials and equipment and fully perform and complete the work required for the project, all in strict accordance with the contract documents, which are made a part of this contract.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the Work to the full satisfaction and acceptance of City, City shall pay the Design-Build Firm, in accordance with Exhibit T, Fee Schedule, for Work requested and rendered under this Agreement, a total not to exceed _____ **DOLLARS, $**_____ ("Total Contract Amount")**.**

A. Pre-Construction Phases fees. For the performance of the design services set forth herein and for profit and overhead related to these services, a total not to exceed fee of $_____ shall be paid to the Design-Build Firm. The Pre-Construction Phase Fee for the Project shall be paid in monthly payments. The first monthly payment shall become due thirty (30) days following the issuance by the City of the Notice To Proceed with design services for the Project and monthly thereafter based on the project schedule and approval by City of design deliverables.

B. Construction Phase Fee - GMP.

a. Prior to commencement of the Construction Phase of the Project, the Design-Build Firm will fix a final GMP, guaranteeing the maximum cost to the Owner for the cost of the Work and the Design-Build Firm's fees. Such GMP will be guaranteed by the Design-Build Firm, subject only to modification for changes in the Work as provided in this Agreement. The final GMP shall be presented to the Owner for approval and shall include such information as required by the City. Acceptance of the GMP by the Owner shall be done by a mutual written GMP Amendment to this Agreement. Upon execution of the GMP Amendment, the GMP shall be part of the Contract Documents, shall supersede all prior summaries, schedules of values and estimates of construction cost; and will be subject to modification only for changes in the Work as provided in this Agreement.

b. The Construction Phase Fee shall be paid in monthly payments. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the City. The final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the City, and only after final settlement and all other conditions to final payment have been satisfied. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the City.

SECTION 4. BONDS.

A. Design-Build Firm shall provide Performance and Labor and Material Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred (100%) of the Total Contract Amount, the cost of which shall be paid by Design-Build Firm.

B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Colorado, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of the Agreement.

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the commencement date established in each Phase's Notice to Proceed ("Commencement Date"). No Work shall be performed at the Project Site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ (___) calendar days from the Commencement Date. The work shall be fully completed and deemed ready by the City for final completion within _____ (____) calendar days from Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ (___) calendars days ("Contract Time").

B. City and Design-Build Firm recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the time specified in the Scope of Work. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, City shall be entitled to assess, as liquidated damages, but not as a penalty, _____**DOLLARS, $**_____ for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the City on the date the City's Representative certifies in writing that the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Owner shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided in the Fee Schedule.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

E. Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by an act or neglect of the City, or is attributable to the City, the Design-Build Firm's sole and exclusive remedy is an extension of the of the construction completion date.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Forms of Performance Bond and Labor and Material Payment Bond
Exhibit C: Notice of Award
Exhibit D: Notice to Proceed
Exhibit E: Form Change Order
Exhibit F: Form of Field Order
Exhibit G: Work Change Directive Instructions
Exhibit H: Form of Work Change Directive
Exhibit I: Sample Form of Application for Payment
Exhibit J: Form of Contractor's Proposal Request
Exhibit K: Form of Contractor's Overtime Request
Exhibit L: Form of Claim Release
Exhibit M: Insurance and Safety
Exhibit N: Form of Certificate of Substantial Completion
Exhibit O: Form of Final Inspection Report
Exhibit P: Form of Certificate of Final Completion
Exhibit Q: Form of Guarantee Inspection Report
Exhibit R: Contract Definitions
Exhibit S: Scope of Work
Exhibit T: Fee Schedule

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the City shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: _____

B. All notices required or made pursuant to this Agreement by City to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attention: _____

C. Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction.

SECTION 11. NO WAIVER

The failure of the City to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, OWNER and DESIGN-BUILD FIRM 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 _____, 20_____.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
[Mayor or City Manager, as applicable]

Attest: _____
City Clerk

DESIGN-BUILD FIRM:

By:_____
Name: _____
Title: _____

ATTEST:

By:_____
Name, Title

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the City in writing, and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the Project Site; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor

shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm shall submit to City, for its review and approval, a schedule of values based upon the Total Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the City, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit I.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the Project Site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by City, the City shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City’s interest therein, all of which shall be subject to the City's prior written approval.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the City on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the City shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the City’s Representative for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely

request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

3.5. Except for applications for payment for Work performed relating to the Design Phase as specified in the Scope of Work, City shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the City for payment, whichever is less, up to one hundred percent (100%) completion. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to City.

Due to circumstances beyond the Design-Build Firm's control and at the City's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to Design-Build Firm upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall include or be accompanied by release and certification provisions acceptable to the City certifying that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The City shall not be required to make payment until and unless such certification furnished by Design-Build Firm.

4. PAYMENTS WITHHELD

4.1. The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The City may nullify the whole or any part of any approval for payment previously issued and City may withhold any payments otherwise due Design-Build Firm under this Agreement, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. City also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to City relating to or arising out of this Agreement.

5. FINAL PAYMENT

5.1. City shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by City in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of

any and all claims by Design-Build Firm against City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by City if sufficient information is submitted by Design-Build Firm to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by City from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to City within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the City for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City in evaluating the proposed substitute. The City may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the City, if Design-Build Firm submits sufficient information to allow the City to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the City shall be the same as those provided herein for substitute materials and equipment.

6.5. The City shall be allowed a reasonable time within which to evaluate each proposed substitute. The City shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by City, during the Construction Phase, Design-Build Firm shall complete and submit to the City on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the City. The daily log shall document all activities of Design-Build Firm at the Project Site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project Site, and any other weather conditions which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Design-Build Firm and subcontractor personnel;

7.1.4. The number of Design-Build Firm and subcontractor personnel present and working at the Project Site, by subcontract and trade;

7.1.5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project Site;

7.1.7. Any unusual or special occurrences at the Project Site;

7.1.8. Materials received at the Project Site; and

7.1.9. A list of all visitors to the Project Site.

The daily log shall neither constitute nor take the place of any notice required to be given by Design-Build Firm to City pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project Site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the City, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to City for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to City by Design-Build Firm for City.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from City. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

9.1. City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of City is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as **Exhibit E** to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and City concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Total Contract Amount shall be adjusted in the Change Order in the manner as City and Design-Build Firm shall mutually agree.

9.3. If City and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by City in a written Work Directive Change. In that event, the Total Contract Amount and Contract Time shall be adjusted as directed by City. If Design-Build Firm disagrees with the City's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Total Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. City shall have the right to conduct an audit of Design-Build Firm's books and

records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The City shall have authority to order minor changes in the Work not involving an adjustment to the Total Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

11. OTHER WORK

11.1. City may perform other work related to the Project at the Project Site by City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to City within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Total Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Design-Build Firm shall inspect and promptly report to City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the City and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by City to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless City where City's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

Notwithstanding the foregoing, if Design-Build Firm is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Design-Builder Firm's obligation to indemnify and hold harmless the City may be determined only after the Design-Builder Firm's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

City and Design-Build Firm agree one percent (1%) of the Total Contract Amount paid by City to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of City by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of this Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **Exhibit M** to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Colorado and/or responsible risk retention group insurance companies or trusts which are registered with the State of Colorado. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be

considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide City with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given to City of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self insurance program carried by the City applicable to this Project. The acceptance by City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the City.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit M**, unless such insurance requirements for the subcontractor are expressly waived in writing by the City. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name City of Louisville as an additional insured and shall contain severability of interest provisions. City of Louisville shall also be designated as certificate holder with the address of 749 Main Street, Louisville Colorado 80027. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City's Risk Manager. "Claims made" policies, if approved by the Risk Manager and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the City may terminate this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to City a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or any subcontractor under the Contract Documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for City, which shall include attorneys' fees and costs, both of which shall be done only if and when requested by City, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify City in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Colorado Workers' Compensation Law. Failure to adhere to the requirements of the above-named laws and regulations regarding safety shall be grounds for an immediate work stoppage until the deficiency is corrected.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition at least equal to that existing at the time of Design-Build Firm's commencement of the Work.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of City. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward City.

16. LICENSES

16.1. A Contractor's License is required for all contractors working within the City. The license is available at the Building Department desk.

17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of this Agreement and such default shall be considered cause for City to terminate this Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or as provided for in the approved progress schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. City shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If City determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then City, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which City, in its sole discretion, may choose.

17.3. If City deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by City incident to such completion, shall be deducted from the Total Contract Amount, and if such expenditures exceed the unpaid balance of the Total Contract Amount, Design-Build Firm agrees to pay promptly to City on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Total Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by City in good faith under the belief that such payments or assumptions

were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that City is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against City shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm refuses to allow public access to all documents, papers, letters, or other material subject and made or received by the Design-Build Firm in conjunction with this Agreement then the City may, without prejudice to any right or remedy and after giving the Design-Build Firm and its surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against City shall be limited to that portion of the Total Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. City shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-

Build Firm is due and payable. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the City is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the City, a notice of final settlement shall be published twice by the City in accordance with C.R.S. 38-26-107, and no final settlement or payment shall occur until such publication has been made and the other conditions precedent to final settlement have been satisfied. Any final settlement payment shall be subject to withholding for proper verified claims pursuant to Section 38-26-107, C.R.S, if any.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to City all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from City. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which City is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year warranty period.

21. TESTS AND INSPECTIONS

21.1. City, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide City with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish City the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the City, such work must, if requested by City, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given City timely notice of Design-Build Firm's intention to cover the same and City has not acted with

reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from City, such Work must, if requested by City, be uncovered for City's observation and be replaced at Design-Build Firm's sole expense.

21.4. The City shall charge to Design-Build Firm and may deduct from any payments due to Design-Build Firm all engineering and inspection expenses incurred by City in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the City nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or Work conforming to the construction plans or Contract Documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by City, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by City, remove it from the Project Site and replace it with un-defective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold City harmless for same.

22.2. If the City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, Design-Build Firm, at City's request, shall uncover, expose or otherwise make available for observation, inspection or tests as City may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and City shall be entitled to an appropriate decrease in the Total Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Total Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the City determine, at its sole opinion, it is in the City's best interest to accept defective Work, the City may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be

executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Total Contract Amount. If the City accepts such defective Work after final payment, Design-Build Firm shall promptly pay City an appropriate amount to adequately compensate City for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from City, to correct defective Work or to remove and replace rejected defective Work as required by City, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, City may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Design-Build Firm from any or all of the Project Site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possession of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which City has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow City, and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable City to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of City in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Total Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to City except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project Site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. City shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of City or City’s separate contractors, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage

shall be deducted from any amounts due to Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25. EMERGENCIES

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Design-Build Firm, without special instruction or authorization from City is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give City written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the City determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Total Contract Amount or an extension to the Contract Time.

26. USE OF PREMISES

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

27.1.3. Other property on Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property

or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by City has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the City.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit M** of this Agreement.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the City to discuss the progress schedule included in the Scope of Work, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the City with respect to the Project, when directed to do so by City. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City.

EXHIBIT B

PERFORMANCE BOND

_____, as Principal, hereinafter called the Contractor, and

_____, as Surety, with general offices in

_____
a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of _____ **($**_____**)** in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated _____, 20__, for the _____ PROJECT in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

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

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

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

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

SIGNED AND SEALED this_____day of _____ , 20____.

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

EXHIBIT B

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

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

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

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the performance of

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20___.

IN THE PRESENCE OF:

_____

_____

PRINCIPAL:

BY: _____

_____

(Title)

(Corporate Seal)

Addresses:

_____

_____

_____

IN THE PRESENCE OF:

_____

_____

OTHER PARTNERS:

By: _____

By: _____

IN THE PRESENCE OF:

_____

_____

SURETY:

By: _____

(Attorney-in fact)

Address:

(Surety Seal)

_____

_____

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

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

EXHIBIT C

NOTICE OF AWARD

DATED: _____

TO: _____
_____
_____

PROJECT:
OWNER'S PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Please be advised that on _____ 20____, the City of Louisville, Colorado City Council awarded the _____ PROJECT to your company in the amount of $_____ per your low unit price bid. In accordance with the Contract Documents, you are required to execute two copies of the Agreement and return both copies with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by _____, 20___.

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

CITY OF LOUISVILLE, COLORADO	ACCEPTANCE OF NOTICE
By: _____	By: _____
Title: PROJECT MANAGER	Title: _____

EXHIBIT D

NOTICE TO PROCEED

DATED: _____

TO: _____
_____
_____

PROJECT:
OWNER'S PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

You are hereby notified that the Contract Time under the above Contract will commence to run on _____**, 20**___. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within _____ **Contract Days** thereafter. The date of substantial completion of all Work is therefore _____**, 20**____**.**

CITY OF LOUISVILLE, COLORADO

By: _____

Title: PROJECT MANAGER

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

DESIGN-BUILD FIRM: _____

By: _____

Title: _____

Date: _____

EXHIBIT E

CHANGE ORDER NO. _____

DATED: _____, 20___

PROJECT:

PROJECT NUMBER: OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:

Description: _____
_____
_____
_____

Purpose: _____
_____
_____
_____
_____

Attachments: _____
_____
_____
_____

ADJUSTMENT TO CONTRACT PRICE:

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

ADJUSTMENT TO CONTRACT TIME:

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

Recommended:	Approved:	Accepted:
_____	CITY OF LOUISVILLE, COLORADO	_____
PROJECT MANAGER	OWNER	DESIGN-BUILD FIRM
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

EXHIBIT F

FIELD ORDER

No._____

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: _____

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

Attachments:

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

CITY OF LOUISVILLE		**ACCEPTED BY DESIGN-BUILD FIRM**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

EXHIBIT G

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

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

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

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

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

Based on conversations between PROJECT MANAGER and Contractor, PROJECT MANAGER completes the following:

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

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

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

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

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

EXHIBIT H

WORK CHANGE DIRECTIVE

No. _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: _____ EFFECTIVE DATE: _____

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

Description:

_____
_____
_____

Purpose of Work Change Directive:

_____
_____
_____

Attachments (List documents supporting change):

_____
_____
_____

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

Method of determining change in Contract Price:

____ Unit Prices
Lump Sum
____
____ Other _____
_____
_____

Method of determining change in Contract Times:

____ Contractor's Records
PROJECT MANAGER's
____ Records
____ Other _____
_____
_____

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

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

RECOMMENDED:

_____
PROJECT MANAGER

BY: _____

ACCEPTED:

_____
DESIGN-BUILD FIRM

BY: _____

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 2012
PROJECT: AQUARIUS OPEN SPACE TRAILHEAD RENOVATION PROJECT
PROJECT NUMBER: 028-799-55330-76

DATE SUBMITTED: _____, 2011

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

CONTRACTOR: _____
_____
_____

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

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

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT

NAME: _____ DATE: _____

TITLE: _____

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

NAME: _____ DATE: _____

TITLE: _____

EXHIBIT I

EXHIBIT J

CONTRACTOR'S PROPOSAL REQUEST

(Not a Change Order)

Date Submitted: _____, 20___ No. _____

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

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

Description of the proposed change:

_____

_____

_____

_____

_____

_____

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

New Substantial Completion Date: _____, 20__

This change will:

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

SUBMITTED BY DESIGN-BUILD FIRM

BY: _____

DATE: _____

DATE: _____

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

EXHIBIT K

CONTRACTOR'S OVERTIME REQUEST

Date Submitted: _____, 20___

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

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

Requested date of overtime work: _____, 20___

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

Description of proposed overtime work:

No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons, Saturdays, or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGER's and PROJECT MANAGER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, Saturdays, or at night between the hours of 5:00 p. m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges.

Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday thru Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays.

SUBMITTED BY CONTRACTOR

BY: _____

DATE: _____

DATE: _____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

EXHIBIT L

CLAIM RELEASE

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Application for Payment Number: _____

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

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

Project Name:

Project Number:

Description of Property (Address/Legal Description):

Owner: City of Louisville, Colorado

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

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made.

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

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

EXHIBIT M

INSURANCE AND SAFETY

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

The Design-Build Firm shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein:

A. Worker's Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Minimum limits of Worker's Compensation Insurance shall be:
   a. Each Accident $500,000;
   b. Disease Policy $500,000; and
   c. Disease Each Employee $500,000.

B. Commercial General Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), broad form contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or Work under this Contract.

D. For licensed professional services, Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate.

E. Contractor will provide Builder's Risk Insurance with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion less the value of the materials and equipment insured under Installation Floater Insurance plus the value of Owner furnished, Owner installed materials and equipment installed prior to Final Acceptance by the Owner. In the event of any Change Order resulting in the performance of additional Work, the amount of such insurance shall be increased to include the cost of such additional Work. The policy may have a deductible clause in such amount as may be approved by the Owner; provided, however, that the Owner shall not thereby be deemed to have incurred any obligation to reimburse Contractor or any other person for the amount of the deductible. The policy shall be

written in “all risk” of loss completed value form and shall protect the Contractor, Subcontractors, Sub-subcontractors and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater Insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. The policy shall provide for losses to be payable to the Owner as named insured. The policy shall contain a waiver of subrogation by the issuer of such policy with respect to the Owner officers, agents and employees while acting within the scope of their employment.

F. The Contractor will provide Products and Completed Operations Insurance for a minimum of one (1) year after Final Payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the above mentioned period.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Design-Build Firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Build Firm’s interests or liabilities, bur are merely minimums.

Except for workers compensation and professional liability, the Design-Build Firm’s insurance policies shall be endorsed to name the City of Louisville as an additional insured to the extent of its interest arising from the agreement, contract or lease.

The Design-Build Firm waives its right of recovery against the City to the extent permitted by its insurance policies.

The Design-Build Firm’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Design-Build Firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Design-Build Firm or any other insurance of the Design-Build Firm shall be considered primary, and insurance of the City, if any, shall be considered excess as may be applicable to claims obligations, which arise out of the agreement contract or lease.

All coverages shall be continuously maintained to cover all liability, claims, and other obligations assumed by the Design-Build Firm. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner prior to the commencement of any services or Work under this Contract. The Certificate shall identify this Project by name and number and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) Days prior written notice by certified mail has been given to Owner. The completed Certificate of Insurance shall be sent to City of Louisville, Attn: Office of City Manager, 749 Main Street, Louisville, CO 80027.

Failure on the part of the Contractor or a subcontractor to procure or maintain polices providing the required coverages, conditions, and minimum limits shall constitute a material breach of Contract upon which the Owner may immediately terminate this Contract, or at its

discretion the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Contractor from the Owner.

Owner reserves the right to request and receive a certified copy of any policy and all endorsements thereto.

EXHIBIT N

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

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

_____

_____

_____

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

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within **thirty (30)** days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

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

Attachments:

_____

_____

_____

(For items to be attached see definition of Substantial Completion as supplemented and other

specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.)

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

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

EXHIBIT O

FINAL INSPECTION REPORT

DATE: _____, 20___

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

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

_____

_____

_____

_____

_____

_____

_____

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

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

EXHIBIT P

CERTIFICATE OF FINAL COMPLETION

DATE: _____, 20___

TO: _____
PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

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

(specify) _____

_____

_____

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

_____
DATE OF FINAL COMPLETION

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

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

EXHIBIT Q

GUARANTEE PERIOD INSPECTION REPORT

DATE: _____, 20____

TO: _____

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

The PROJECT MANAGER performed the guarantee period inspection on _____, 20 ___, which guarantee was originally due to expire on _____, 20___.

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

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

_____

_____

_____

_____

_____

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

_____, 20__

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

EXHIBIT R

CONTRACT DEFINITIONS

DATE: _____, 20___

TO: _____
PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and the plural thereof:

1. *Agreement* – The written contract between OWNER AND DESIGN-BUILD FIRM covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

2. *Bonds* – Performance and Payment Bonds and other instruments of security.

3. *Change Order* – A written order issued by OWNER which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.

4. *City's Representative or Project Manager* – Is designated as _____.

5. *Construction*- The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and construction and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.

6. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase, which shall be inclusive of all whatsoever for completion of the construction of the Project .

7. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.

8. *Contract Time*- The time stated in "Exhibit D" of the Agreement to achieve Substantial completion and to finally complete the Work so that it is ready for final payment in accordance with these General Conditions.

9. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER'S final payment (unless responsibility for the protection thereof has been assumed by OWNER as the time of damage pursuant to the Terms and Conditions of the Contract Documents).

10. *Design-Build Firm* – The individual or entity with whom OWNER has entered into the Agreement as indicated in the Agreement.

11. *Drawings* – Those portions of the Contract documents prepared by or for DESIGN-BUILD FIRM and approved by OWNER consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.

12. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the Design-Build Firm to submit a bill or invoice for final payment in accordance with these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion

14. *Invoice or Bill* – The form which is to be used by the Design-Build Firm in requesting progress or final payments and which is to be companied by such supporting documentation as is required by the Contract Documents.

15. *Laws and Regulations;* Law or Regulations – Any and all applicable laws rules, regulations, ordinances, codes and orders of any an d all governmental bodies, agencies, authorities and courts having jurisdiction.

16. *Notice to Proceed* – A written notice given by OWNER to DESIGN-BUILD FIRM authorizing the Work to begin and fixing the date on which the Contract Time will Comment to run.

17. *Owner* – The City of Louisville, Colorado.

18. *Preconstruction Phase Fee*- The compensation to be paid to the Design-Build firm for services performed during the Preconstruction Phase which shall be inclusive of all whatsoever for completion of the preconstruction of the Project..

19. *Project* – The entire undertaking of the OWNER, identified by OWNER as indicated in the exhibits of the Agreement, of which the Construction t0 be provided under the Contract Documents may be the whole, or a part as may be indicate elsewhere in the Contract Documents.

20. *Schedule of Values* – A schedule prepared by DESIGN-BUILD FIRM and accepted by OWNER which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or division.

21. *Project Site or Site* – The real property or other areas designated in the Contract Documents as being furnished by OWNER for the performance of the Construction, storage, or access.

22. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.

23. *Submittal* – A written or graphic document prepared by or for DESIGN-BUILD FIRM which is required by the Contract documents to be submitted to OWNER.

24. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract documents, so That the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.

25. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

EXHIBIT S

SCOPE OF WORK

PROJECT SCHEDULE:

EXHIBIT T

FEE SCHEDULE