City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, September 16, 2025
Council Chambers
749 Main Street
5:30 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- *You can call in to +1 719 359 4580 or 877 853 5247 (toll free)*
  Webinar ID #876 9127 0986.
- *You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council*

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (Louisville Charter, Section 5-2(c) and C.R.S. 24-6-402(4)(a)) - The City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Real Property Acquisitions and Dispositions Concerning Properties in Louisville Only as to Appraisals and Other Value Estimates and Strategy

- **Request for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

- **City Council Action on Motion for Executive Session**
- **Council Convenes Executive Session**
- **Council Reconvenes in Open Meeting**

4. EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION

THE FOLLOWING MEETING ITEMS WILL START NO EARLIER THAN 6PM

5. APPROVAL OF AGENDA

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

7. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Minutes: September 2, 2025
B. Louisville Police Department Salary Market Adjustment
C. Resolution No. 65, Series 2025 – A Resolution Approving a First Amendment / Extension to the Agreement by and between the City of Louisville and Chandler Asset Management, Inc. for Investment Management Services
D. Resolution No. 66, Series 2025 – A Resolution Approving a Construction Contract for the 2025 Pavement Marking Project
E. Resolution No. 67, Series 2025 – A Resolution Approving a Construction Contract for the 2025 Pavement Crack Seal Project
F. Resolution No. 68, Series 2025 – A Resolution Approving a 2025 Affordable Housing Grant Program Funding Agreement and Subrecipient Agreement

8. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

9. CITY MANAGER'S REPORT

10. REGULAR BUSINESS

A. RESOLUTION NO. 69, SERIES 2025 – A RESOLUTION APPROVING AN ICE RINK MANAGEMENT AND LICENSE AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

- Introduction
- Staff Presentation
- Council Questions
- Public Comments (Please limit to three minutes each)
- Council Discussion
- Action

B. DISCUSSION / DIRECTION - BOULDER OFFICE OF DISASTER MANAGEMENT PROPOSAL

- Introduction
- Staff Presentation
- Council Questions
- Public Comments (Please limit to three minutes each)
- Council Direction

C. SOUTH STREET UNDERPASS DESIGN

i. RESOLUTION NO. 70, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION A DESIGN

OR

ii. RESOLUTION NO. 71, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION B DESIGN

- Introduction
- Staff Presentation
- Council Questions
- Public Comments (Please limit to three minutes each)
- Council Discussion
- Action

D. ORDINANCE NO. 1903, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING DISTANCE RESTRICTIONS FOR NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE – 1ST READING, SET PUBLIC HEARING

- Introduction
- Staff Presentation
- Action-Set Public Hearing

11. CITY ATTORNEY'S REPORT

12. IDENTIFICATION OF FUTURE AGENDA ITEMS

13. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR THE NEXT REGULAR MEETING 10/07/2025

This list is not inclusive; items are subject to change; additional items may be added.

- BAP Amendment – TGR Group
- Generator Replacement
- Water Meter Replacement and AMI Project
- External Audit Contract
- Bird City Designation
- 2024 Building Code Adoption – 1st Reading
- Rezoning for 811 Walnut – 1st Reading
- Avista Adventist Hospital GDP Amendment No. 2 – 1st Reading
- ConocoPhillips Campus GDP Amendment No. 1 – 1st Reading
- Highline Davidson GDP Amendment – 1st Reading
- Concept Plan – 1148 W Dillon Road

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

September 2, 2025
City Hall, Council Chambers
749 Main Street
6:00 PM

Mayor Leh called the meeting to order at 6:00 p.m. Roll Call was taken, and the following members were present:

City Council:	***Mayor Chris Leh***
	Mayor Pro Tem Caleb Dickinson
	Councilmember Josh Cooperman
	Councilmember Deborah Fahey
	Councilmember Barbara Hamlington
	Councilmember Dietrich Hoefner
	Councilmember Judi Kern
Staff Present:	***Diana Langley, City Manager***
	Samma Fox, Deputy City Manager
	Ryder Bailey, Finance Director
	Brandi Cummings, Cultural Services Director
	Mahyar Mansurabadi, Finance Analyst
	Kathleen Kelly, City Attorney
	Genny Kline, Interim City Clerk

APPROVAL OF AGENDA (00:01:01)

Councilmember Hoefner moved to approve the agenda; seconded by Councilmember Kern.

Aye: Leh, Dickinson, Cooperman, Fahey, Kern, Hamlington, Hoefner
Nay: None
Absent: None

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (00:01:12)

- Robert Gerard – Literary Foundation

DRAFT

APPROVAL OF THE CONSENT AGENDA (00:05:35)

- **A.** Approval of Minutes: August 19, 2025
- **B.** Resolution No. 62, Series 2025 – A Resolution Approving an Agreement for the 2025 Phase Two Trail Wayfinding Signage Project

Mayor Pro Tem Dickinson moved to approve the consent agenda; seconded by Councilmember Hamlington.

Aye: Leh, Dickinson, Cooperman, Fahey, Kern, Hamlington, Hoefner
Nay: None
Absent: None

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (00:05:53)

Mayor Leh offered a thank you to staff for Labor Day Parade and activities.

Councilmember Kern thanked staff and business for last week's Business Beat Meeting.

CITY MANAGER'S REPORT (00:07:30)

City Manager Langley also thanked Cultural Services, Parks and Recreation Staff, the Police Department and others for the Labor Day weekend activities. Other items noted: the battery recycle program; the increase in summer reading participation; and the Dog Days of Summer event coming up on Friday.

REGULAR BUSINESS

DISCUSSION / DIRECTION – PROPOSED RULE RECONSIDERATION OF 2009 ENDANGERMENT FINDING AND GREENHOUSE GAS VEHICLE STANDARDS (00:08:29)

Mayor Leh introduced the item.

Deputy City Manager Samma Fox gave the staff presentation.

Public Comment

- Helen Moshak
- Don Parcher

DRAFT

After a brief discussion, Council directed staff to sign on to the Colorado Communities for Climate Action letter and draft another letter specific to Louisville.

CITY MANAGER'S RECOMMENDED 2026 SUPPLEMENTAL BUDGET PRESENTATION (00:29:21)

Mayor Leh introduced the item.

Financial Director Bailey gave the staff report.

Councilmember Cooperman, Mayor Leh and Mayor Pro Tem Dickinson asked questions of staff.

Public Comment

- Helen Moshak
- Susan McEachern
- Larry Donner
- Andy Dorsey

Council had a brief discussion, and the item will return to Council in October for the budget hearing.

CITY ATTORNEY'S REPORT (01:03:54)

None

IDENTIFICATION OF FUTURE AGENDA ITEMS (01:04:07)

None

ADJOURN

Members adjourned at 7:04 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, Interim City Clerk

DRAFT

SUBJECT: LOUISVILLE POLICE DEPARTMENT SALARY MARKET ADJUSTMENT

DATE: SEPTEMBER 16, 2025

PREPARED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE
ROBIN BROOKHART, DIRECTOR OF HUMAN RESOURCES

PRESENTED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE
ROBIN BROOKHART, DIRECTOR OF HUMAN RESOURCES

SUMMARY:
The police department salary market adjustment is a request to increase salary compensation for police officers, police corporals, and police sergeants. An analysis done at the end of 2024 found the compensation for Louisville police officers was about 8%-10% below market. This condition is believed to have caused a significant drop in the number of applicants interested in working for the department and may be influencing current and past employees to seek opportunities at other police departments. Staffing has been a challenge for the last several years and the department experienced a nearly 30% turnover rate in both 2021 and 2022. Though that condition has improved, the lack of interest in recent job postings and the departure of some employees in 2025 has caused staff to assess what factors may need the most attention to help reverse the trend. Staff believes a market adjustment to the police officer, corporal, and sergeant pay bands may improve the condition and may be a necessary component in bolstering recruitment of qualified staff and retaining current employees at the police department.

The request was presented to Council as part of the 2026 Budget Amendment process in July 2025, but based on current hiring and retention concerns, the matter is now being presented at this meeting to request an early approval to implement the adjustment as soon as possible. If approved, the adjustment would occur on the upcoming pay period beginning on September 20, 2025, and will continue to be included in the proposed 2026 budget.

BACKGROUND / PRIOR DISCUSSIONS:
During the budget retreat on July 23, 2025 the 2026 Police Officer salary market adjustment was presented to Council as an item to consider for the 2026 Budget Amendment process. Additional Council discussions on this and other budget amendment requests are scheduled.

- *July 23, 2025 Special Meeting- Budget Retreat*

ANALYSIS:
The police department salary market adjustment is a request to increase salary compensation for police officers, police corporals, and police sergeants. Over the last

several years, recruitment and retention of police officers has been a challenge across the industry. The Louisville police department experienced an average annual turnover rate of about 19.9% from 2019-2024. Year to date, the turnover rate is at 16.4%. Several employees who have left the organization have cited salary compensation and benefits as motivating factors that led to them choosing to work elsewhere. Each new officer hired and trained for police duty represents both hard and soft dollar costs to the department of between approximately $60,000 to $76,000 per new employee. As our turnover rate has shown, this can represent a significant cost to the City and Police Department each time an officer is hired to replace an officer who left.

Police departments across our State often compete for a limited pool of qualified applicants. In the police department's most recent police officer hiring process, a total of only 14 applications were received over a three-month posting. With so few applicants interested in working for the Louisville Police Department and others leaving the agency, we are faced with the proposition of falling to critical staffing levels.

In a recent analysis of salary compensation from comparable agencies, police officers at the Louisville Police Department are believed to be some of the lowest compensated police officers in the region. The police department conducted a market analysis at the end of calendar year 2024 that included data from 39 police agencies. The analysis found the Louisville police officer position's salary is between 8%-10% below market across Boulder County and the Colorado Front Range. (See attached report.) The Human Resources department and Police Chief spoke with an independent consultant who has previously provided compensation data for the City. The consultant also identified an 8%-10% gap in Louisville police officer salary compensation, validating the information gathered during the police department's analysis.

Staff believes there is a critical need to address the current pay gap and adjust salary compensation for the police officer, police corporal, and police sergeant to aid in recruitment of qualified candidates and as a means to retain current staff and incentivize working at our police department. The request would increase the police officer pay band by approximately 8%, and to maintain an appropriate pay band spread between officers and corporals, an approximate 3% increase to the Corporal pay band would be needed. In addition, to maintain an appropriate spread between police corporals and police sergeants, an approximate 3% increase to the Sergeant pay band would be needed.

2025 COUNCIL WORK PLAN:
This item relates to providing of Core Services for the community. At the police department, standard hiring processes examine potential candidates through the lens of EDI to support a diverse workforce.

FISCAL IMPACT:
Budgeted?: **Yes**

This is currently included in the 2026 budget. The request, if approved, would also be implemented prior to 2026 and become effective on the next upcoming pay period (September 20, 2025). The estimated cost of implementing the market adjustment to cover the remaining pay periods in 2025 is approximately $25,400. The costs for 2025 can be covered with salary savings/turnback the department has experienced year to date and would not exceed what has been budgeted in 2025.

ALTERNATIVE(S):
The alternative to approving the Budget Amendment request for a police department market adjustment early would be to allow the request to continue through the normal decision-making process during future Council meetings related to the 2026 Budget.

RECOMMENDATION:
Staff recommend approval of the police department salary market adjustment effective as soon as practicable and that the adjustment continue to be included in the 2026 Budget

ATTACHMENT(S):
1. Police Officer Pay and Benefits Market Analysis December 2024
2. 2024 Statewide Salary Survey of Top Officer Pay by Agency
3. 2024 Boulder County Law Enforcement Agency Top Officer / Deputy Pay Survey
4. Memorandum to City Manager Re: Police Officer Hiring Costs

Police Officer Pay and Benefits Market Analysis

Deputy Chief Jeff Fisher

December 2024

Executive Summary

Overview

I conducted a market analysis of a varied group of 39 Colorado law enforcement agencies to identify the top pay and retirement plan benefits for the position of Police Officer/Deputy Sheriff to determine Louisville Police Department's market competitiveness. This analysis revealed our agency is not competitive with other Boulder County law enforcement agencies, or the other agencies surveyed, in terms of pay, benefits and ancillary benefits.

Methodology

I developed a 3 pronged market analysis for defined market police officer compensation packages, including top police officer salary, retirement plans and ancillary benefits. I developed a defined market based on information we've learned from candidate interviews about agencies where they have applied for police officer positions, which agencies they have considered for employment and why, job fair feedback, our geographic location, community size, where our incumbent employees live/commute and exit interviews with employees. I obtained 2024 pay and benefit information from publicly accessible data such as agency websites (specifically 'recruiting' tabs), job advertisements, etc.

I collected data to determine top officer/deputy pay, the type of retirement plan the agency offered (defined benefit pension plan vs. money purchase plan) and ancillary benefits the agency offered for employees, e.g. compensatory/overtime, bi-lingual pay, shift differential pay, etc. 75% of the agencies surveyed served populations similar in size or larger than Louisville, and 25% of the agencies surveyed served populations smaller than Louisville. I focused on our immediate neighboring Boulder County law enforcement agencies, and then expanded my analysis to a mix of other metro area and surrounding county agencies.

This study only includes a comparative pay analysis for the position of Police Officer. For the purposes of this analysis, neither professional staff nor sworn supervisory positions (Police Corporal, Police Sergeant, Operations Chief, Deputy Chief or Chief) were analyzed or included for statistical purposes. A comparative market analysis of professional staff will be forthcoming in a separate document.

Summary & Key Highlights

I identified an average top officer/deputy salary figure of $106,097.85 for the 39 agencies in the defined market, 25% of which were agencies which served a population smaller than Louisville's. Louisville Police Department was 39/39 in terms of both top police officer pay as well as retirement benefit plan contributions.

Analysis

Top Officer Salary

My research included a total of 39 municipal and county law enforcement agencies, as these agencies provide similar services to Louisville Police Department. For the purposes of this study, I did not include data from federal law enforcement agencies, the Colorado Bureau of Investigation, District Attorney offices or Coroner offices. While these are all law enforcement agencies, they do not provide uniformed, patrol and investigative services similar to Louisville Police Department, and therefore would not be appropriate to include in this study

The first group I surveyed were the six law enforcement agencies which serve Boulder County (Boulder, Longmont, Boulder County Sheriff's Office, Erie Police Department, Lafayette Police Department and Louisville Police Department). The average top officer/deputy salary for the six Boulder County agencies is $103,877. Louisville Police Department's top officer salary, which is achieved at the conclusion of 6 years of service, is $95,992. This revealed not only is Louisville Police Department's top officer pay the lowest in Boulder County, but it is also 7.89% lower than the Boulder County top officer/deputy pay average. These figures are illustrated in a bar graph in Attachment A.

The other 33 agencies I researched were a mix of other metro area agencies, front range agencies and mountain agencies, to provide a diverse perspective regarding salary and benefits for the entire state. For fy 2024, the average top officer/deputy salary of the 39 agencies surveyed was $106,097. Louisville Police Department's top officer salary is 10% lower than this average. The combined average deficit for Louisville Police Department's current top officer pay compared with Boulder County law enforcement agencies (7.89%) and outside Boulder County law enforcement agencies (10%) is 8.94%. This information is illustrated in an Excel spreadsheet in Attachment B.

After I compiled the list of 39 agencies I identified as relevant for market comparison, I obtained what I understand is the most recent market analysis the City of Louisville has conducted for City of Louisville positions. This analysis was conducted by Graves Consulting and is dated October 1, 2024. (Graves Consulting)

Graves Consulting identified 35 agencies as the defined market for their analysis. This information is illustrated in an Excel spreadsheet in Attachment C. The communities included Arvada, Aurora, Boulder, Brighton, Broomfield, Castle Pines, Castle Rock, Centennial, Commerce City, Denver, Englewood, Erie, Evans, Federal Heights, Firestone, Fort Collins, Frederick, Golden, Greeley, Greenwood Village, Johnstown, Lafayette, Lakewood, Littleton, Lone Tree, Longmont, Loveland, Northglenn, Parker, Superior, Thornton, Wellington, Westminster, Wheat Ridge and Windsor. A rubric or methodology demonstrating any comparative market analysis for Louisville Police Officer pay in the Graves document is not readily apparent.

Of the 35 agencies Graves included in their defined market, 26 of them (74.3%) were the same communities I identified as the defined market for the purpose of this analysis (I highlighted the communities the Graves study and this study have in common in yellow in Attachment C). Graves Consulting's defined market and the defined market I identified have 74% of the same

communities in common, which indicates the communities I identified in this study as our defined market are relevant for police officer salary and benefit comparative analysis purposes. Moreover, 25% of the communities I included in the analysis are smaller than Louisville. This was intentional to demonstrate the Louisville Police Department's top officer pay is consistently sub-market, regardless of community or agency size. If I included top officer salary information for all the same communities Graves Consulting identified, it would demonstrate Louisville Police Department is even further behind than the included salary figures demonstrate.

Retirement Plans

I found retirement plan data for 34 of the 39 agencies in the defined market. These agencies included Littleton, Lakewood, Thornton, Broomfield, Englewood, Boulder, Fort Collins, Frederick, Commerce City, Denver, Arvada, Westminster, Estes Park, Douglas County, Longmont, Steamboat Springs, Loveland, Northglenn, Erie, Greeley, Mead, Dacono, Firestone, Arapahoe County, Wheat Ridge, Lafayette, Brighton, Boulder County, Larimer County, Golden, Montrose, Evans and Fort Lupton.

Of the 17 agencies which offer traditional 401 style retirement plans, every one of them have higher agency and employee contributions than Louisville Police Department, with the exception of Commerce City Police Department. Commerce City's total combined retirement contributions (employee and employer) are 12%. However, top police officer pay for Commerce City officers is $14,456/year higher than Louisville Police Officers' top pay of $95,992, so Commerce City officers are contributing more to their retirement accounts and, therefore, can realize greater gains in their retirement accounts than Louisville officers. This notwithstanding, even given the salary disparity, Louisville Police Department's total combined retirement contributions put our agency 16/17 of surveyed agencies with similar retirement plans.

Given market volatility, current economic conditions and other factors, for the purposes of this analysis there is the assumption every one of the 17 agencies which offer defined benefit pension plans are better than Louisville Police Department's money purchase plan for a number of reasons. A list of both the defined benefit retirement plans and money purchase plans are included as Attachment D.

Ancillary Benefits

The third area this study addresses is ancillary/fringe benefits for police officers. Many agencies offer pay incentives such as shift differential pay, bi-lingual pay, enhancement pay for various levels of applicable college education, specialized training and even housing assistance. Below are just a few of these types of benefits identified in this analysis:

- ✓ Bi-weekly Monetary Uniform Cleaning Allowance
- ✓ Comp Time Bank (earned as overtime)
- ✓ Sworn Retiree Health Plan after minimum age 58 and 15 years of service
- ✓ Educational Incentive-Time Off for BA/BS degree and above
- ✓ Uniform Dry Cleaning
- ✓ Long Term Disability Insurance

- ✓ Longevity pay: Police Officers receive an additional 2% on their base salary for every 5 years of service up to 12%.
- ✓ Retiree Healthcare: New retirees who have been enrolled in one of the city's medical plans prior to retirement and have reached 20 years of service and are 55 years old, or 30 years of service and are 50 years old, may continue healthcare benefits through the city until they are Medicare-eligible or 65 years old, whichever comes first.
- ✓ Multilingual pay: Employees who meet certain requirements as determined by Human Resources in Spanish, Hmong or American Sign Language are eligible for multilingual pay up to $1,500 per year. Pay is determined based on proficiency level.
- ✓ Vacation buy-back Program
- ✓ Employee Home Ownership Program
  - Qualified full-time employees can obtain a secured loan of up to $10,000 for down payment and/or closing cost assistance for a home purchase in Commerce City. The loan is forgivable over an employee's years of service.
- ✓ Option to "sell back" PTO after two years of continuous employment
- ✓ ANNUAL FORFEITURE DISTRIBUTION BENEFIT: Every year Larimer County distributes the year-end forfeiture accumulation (from terminated non-vested employees) to current eligible vested employees. Forfeitures are allocated to

participants who were actively employed on the last day of the previous Plan Year and have a minimum of five (5) full Years of Service on such date. To date, the City of Louisville does not offer any of the above listed benefits. A full description of the various law enforcement agency benefits identified in this analysis are outlined in Attachment E.

Contemporary Challenges

In the summer of 2024, the International Association of Chiefs of Police conducted a survey of its member agencies to better understand the challenges police agencies are facing regarding recruitment and retention. The I.A.C.P. received responses from 1,158 U.S. law enforcement agencies (including Louisville Police Department). More than 80% of the respondents were from local municipal police agencies. Highlights from this survey include:

Recruitment: More than 70% of respondents reported that recruitment is more difficult now than five years ago.

Retention: Respondents indicated that resignation is the most likely within the first five years of hire, and that retaining officers during the recruit/training phase may be more challenging than retaining officers long-term. Moving to another agency for higher salary was the reason most commonly cited for voluntary resignation. (The State of Recruitment and Retention: A continuing Crisis for Policing) The complete I.A.C.P. survey results are included as Attachment F.

Considerations and Suggestions

Law enforcement is experiencing a recruiting, hiring and retention crisis with no end in sight. It is important to note the salaries and benefits outlined in this analysis were derived from 2024 publicly accessible data. As we enter 2025, it is very likely most, if not all, of the included figures and benefit

packages will be better than cited, and Louisville will have fallen even further behind its market competitors. It is now more imperative than ever for the City of Louisville to re-evaluate the compensation package for the position of Police Officer.

Salary

Louisville Police Officers are anticipating a 2% 'market' raise in 2025, which equates to an increase of $1,919.84 increase per year for top officer pay, which will put top officer pay at $97,911.84. This is a move in the right direction; however, this is still far short of the 2024 average top officer pay in Boulder County which is $103,877. It is also significantly lower than the 2024 defined market average of $106,097. In order for Louisville to be even modestly competitive with other Boulder County law enforcement agencies, much less all agencies identified in the defined market, I suggest top officer pay should be adjusted a minimum of an additional 7%, which would put top officer pay at $104,765.67.

In addition to amending the top officer pay, I suggest a modification to the current step plan for the position of P.O.S.T. certified Police Officer. Currently there are 6 steps (1 step advancement per year) in the police officer pay plan. I suggest it would bolster recruitment and retention for the City of Louisville to reduce the number of steps from 6 to 4, with a top/step 4 level being $104,765.67/year or $50.37/hr. By raising top officer pay, it would accomplish several things. It would condense the number of steps to reach it, it would effectively raise the pay for each step and it would enable Louisville Police Department to be adequately competitive in the market.

Retirement Plan

For the Police Department to be competitive with its retirement plan, there are needed adjustments here as well. The current money purchase plan is structured for a 15.5% total contribution (10% employer contribution and a 5.5% employee contribution). Based on the market, I suggest the city should immediately consider a total employee/employer contribution of 20% by a distribution scale to be determined, but in no case by a ratio greater than a 50/50 employer/employee split.

Benefits

Based on defined market ancillary benefits identified in this study, as well as feedback from incumbent police officers, I suggest the city should immediately consider the following additions to the benefits package:

1) Officer compensatory time to be accrued as an option in lieu of overtime for all staff members, including non-exempt and professional staff.

2) Tuition assistance of up to $5,000 per year for eligible college coursework.
3) Bi-lingual pay enhancement of an additional $150/month for proficiency in reading and speaking any language.

4) Vacation buy-back program in which any full time employee who has worked for the Louisville Police Department for a minimum of 2 years will be allowed to "sell back" up to 50% of earned but unused personal leave bank.

5) Longevity pay incentive at the rate of 10 hours of bonus leave at the conclusion of each 5 years of service (ex: At an officer's 5 year anniversary, he or she is awarded 10 hours of bonus leave bank. At his or her 10 year anniversary, he or she is awarded 20 hours of bonus leave bank). This should be made retroactive for all incumbent employees as of the date of adoption of the incentive.

6) Shift differential pay of $250/month for every month an officer works night shift.

Conclusion

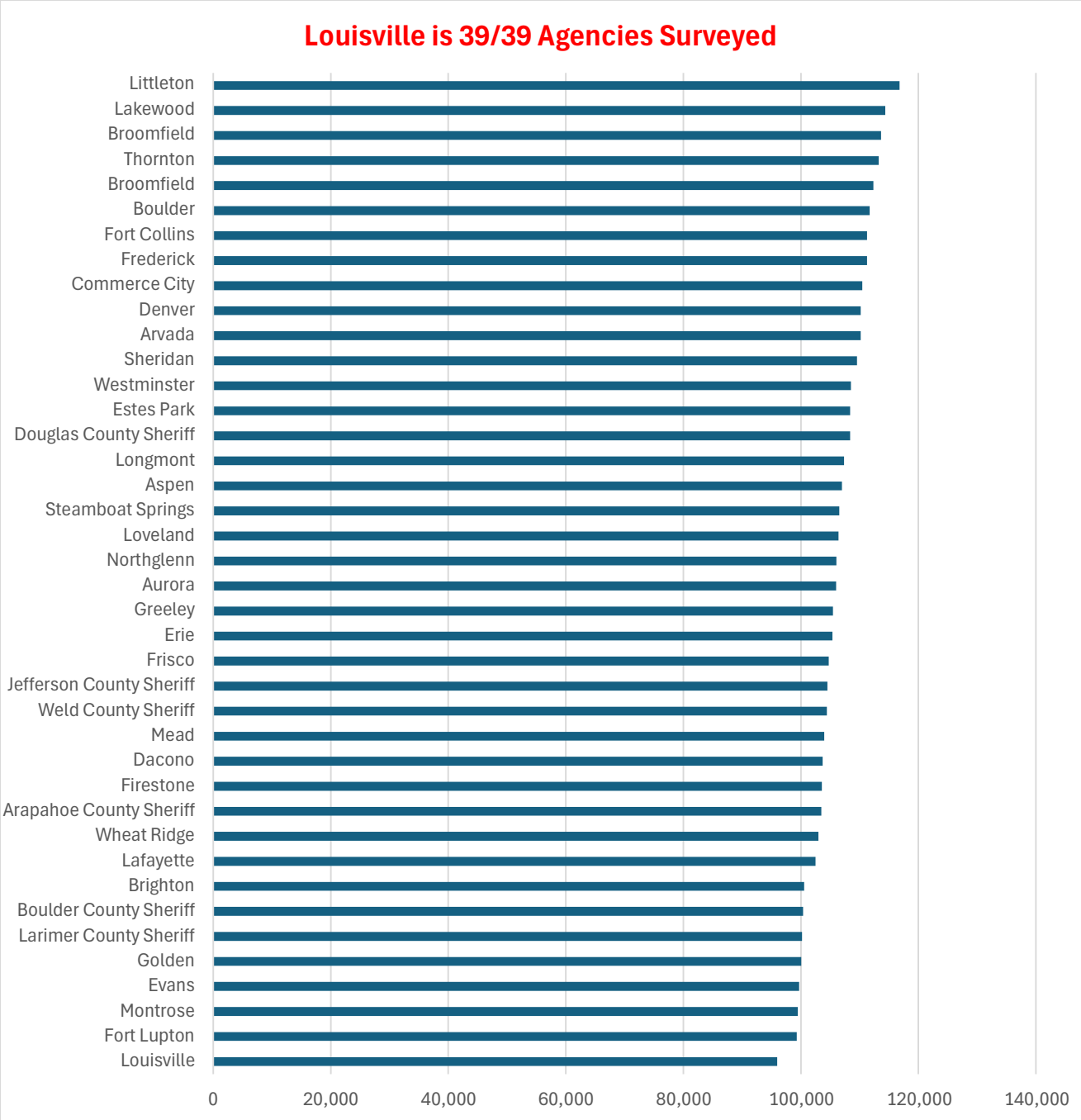
The City of Louisville has much to offer in terms of quality of life and quality of job satisfaction, but in terms of public safety the City has lost its market competitive edge and viability as an employer of choice for prospective and incumbent employees. For Louisville Police Department to be able to recruit and retain quality police officers, we must create a roadmap to regain a competitive foothold in the twenty first century marketplace, as well as a plan to sustain viability as an employer of choice among other Boulder County law enforcement agencies and agencies identified in the defined market.

Works Cited

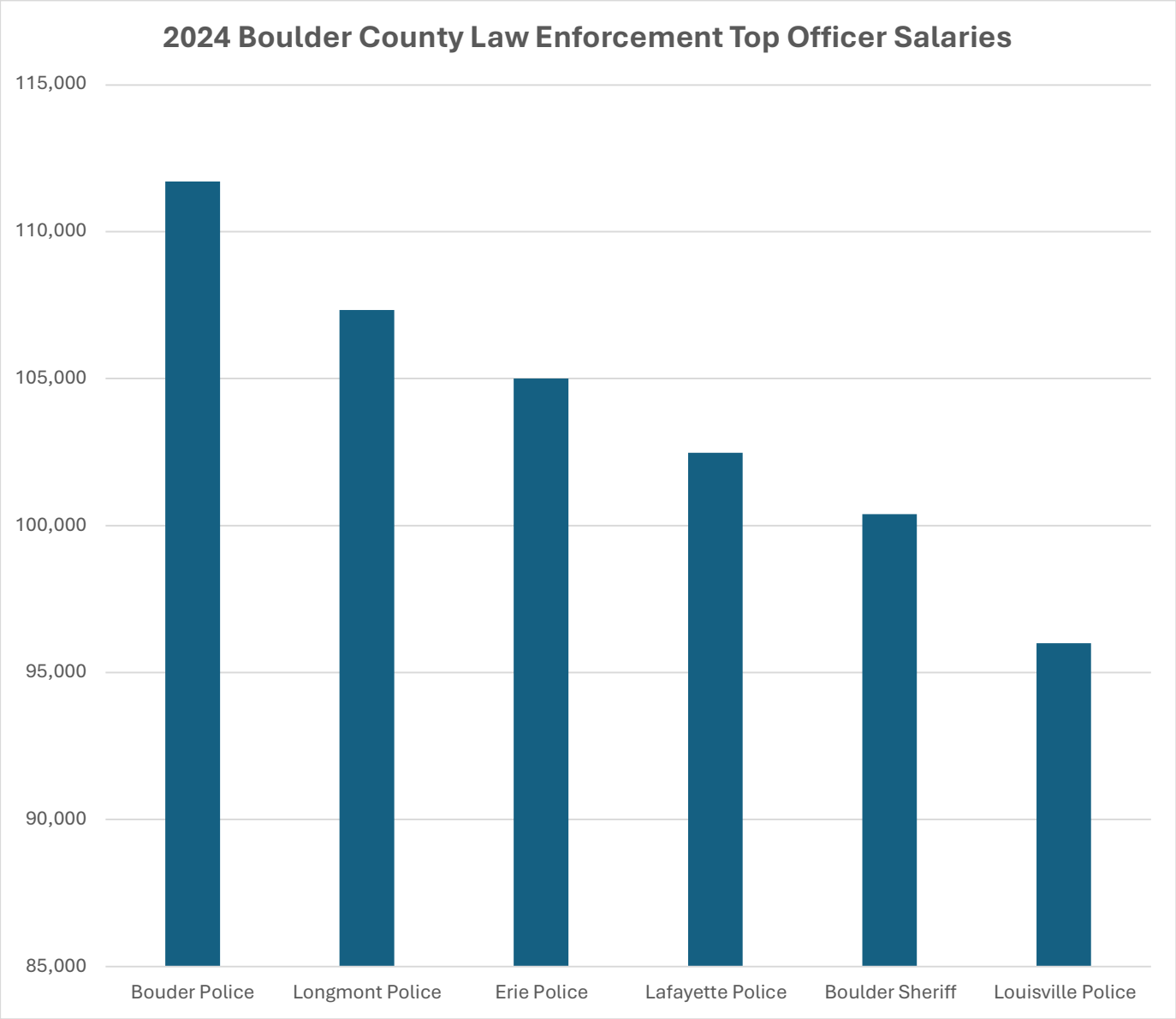
Graves Consulting Defined Market Excel Spreadsheet, October 1, 2024

The State of Recruitment and Retention: A Continuing Crisis for Policing 2024 Survey Results, International Association of Chiefs of Police, December 2024

2024 Statewide Salary Survey of Top Officer Pay by Agency



2024 Boulder County Law Enforcement Agency Top Officer/Deputy Pay Survey



City of Louisville
COLORADO • SINCE 1878

Louisville POLICE

Memorandum

To: Diana Langley, City Manager
From: Rafael Gutierrez, Chief of Police RG
Date: April 25, 2025
Re: Police Officer hiring costs

City Manager Langley, below is information prepared by Police Department command staff and outlines the costs associated with the hiring of new police officers and cadets. This topic relates to challenges the department has experienced over the last several years with recruitment and retention. We continue to experience staff turnover and find we are continuously engaged in the hiring processes.

Cost breakdown:

Hiring process

- Hard costs: $1965
- Soft Costs: $1370

Academy (Police Cadet)/Academy gear and Equipment

- Average Tuition: $13,000
- Academy gear/clothing: $2000

Police Equipment/ Initial issue

- $3250

Police Cadet hiring and certification cost: $21,585
Certified Police Officer hiring Cost: $6585
Field Training/ In-Service training soft dollar costs: $54,400

A conservative total cost to hire and fully train a certified police officer is $60,985

A conservative total cost to hire and fully train a police cadet to become an officer is $75,985

Overview

Recruiting, selecting, and onboarding police cadet candidates and police officer candidates is a costly endeavor. This document explains the steps the City of Louisville takes to fill police officer vacancies and defines both hard and soft costs associated with the hiring process.

Hiring Process Steps

Selecting and onboarding police cadet or police officer candidates is different from any other City position in terms of duration and complexity. There are state legal requirements and Colorado P.O.S.T (Peace Officer Standards and Training) Board requirements involved and the Louisville Police Department adheres to all contemporary industry standards, processes, and procedures for hiring for these positions. It is very difficult to become a police officer, for obvious reasons.

There are approximately 15 steps or phases involved in the recruiting, hiring, onboarding and training process for police cadets and police officers. This document outlines all the steps and associated costs for both processes.

Police Cadet

A police cadet is a person who desires to become a police officer but has not completed a police academy or possesses Colorado P.O.S.T. certification. The steps and costs associated with recruiting, selecting and onboarding a police cadet are as follows:

1) Step 1 - Job Description Review: PD & HR staff review the job description to ensure it is thorough and accurate. In April 2025, this took approximately a total of an hour's time for the Deputy Chief and HR, so the associated cost for this is approximately $100 in labor.

2) Step 2 – Advertising the Vacancy: HR handles this. An assumption is this takes 30 minutes at a cost of $15 of labor.

3) Step 3 – Application Reviews: HR uploads applications from NeoGov into the NeoGov profiles for PD staff. An assumption is this takes 30 minutes at a cost of $15 in labor.

4) Step 4 – PD staff reviews cadet applications. This is a time consuming process. An assumption would be this takes a total of 5 hours per hiring cycle with an estimated labor cost of $800.

5) Step 5 – HR facilitates an online written test for candidates selected to continue in the hiring process. An assumption is this takes 30 minutes at a cost of $15 in labor. The tests are $25 each per applicant.

6) Step 6 – Panel Interview with Police Department Command and Supervisory Staff: This is approximately a 30-45 minute interview with 2 management/command staff members and a line level supervisor. The panel then discusses each candidate after the interview. The total labor associated with this interview is approximately $200/candidate.

7) Step 7 – Chief's Interview: This is 30-45 minute interview with the Chief and Deputy Chief. The total labor associated with his interview is approximately $180.

8) Step 8 – Background Investigation: Candidates who are selected to continue in the hiring process are then asked to complete an extensive background investigation packet. The Deputy Chief manages this process and then forwards the completed packet to a private, contract background investigator. The background investor's fee is $650-$1000 per candidate ($825 average).

9) Step 9 – Conditional Job Offer: Candidates who successfully complete the background investigation are extended a conditional offer of employment. This offer is drafted by the Deputy Chief in consultation with Human Resources. There is approximately 30 minutes of labor associated with this at a cost of approximately $45.

10) Step 10 – Post Conditional Offer Polygraph Examination: Candidates who accept the conditional offer of employment are then instructed to schedule a polygraph examination with a private, contract polygraph examination firm. The polygraph examination costs $165.

11) Step 11 – Post Conditional Offer Psychological Examination: Candidates who pass the polygraph examination are then instructed to schedule a psychological examination with a private, contract psychologist firm. The psychological examination costs $250.

12) Step 12 – Post Conditional Offer Medical Examination: Candidates who pass the psychological examination are then instructed to schedule a medical examination and drug screening with a local physician's office. The medical examination costs between $600 and $800 ($700 average).

13) Step 13 – Candidates who successfully complete all the pre-employment testing steps are offered a position as a police cadet and are enrolled in a police academy. The Department provides all the required academy clothing and equipment for the cadet to complete the program, which costs approximately $2,000.

14) Step 14 – The Police Academy: The candidate attends a 4-5 month police academy. The average cost of the police academy is approximately $10,000 but may be as high as $16,000 ($13,000 average) depending on the academy and the candidate's in-state tuition classification. This amount is reimbursable through a claw back agreement should the cadet/officer leave the agency prior to

fulfilling their time commitment. This can become problematic, however, should the cadet not successfully meet performance expectations and is terminated by the department. If the department initiates the separation, the cost of the academy does not get reimbursed. The City also does not have an effective process for recovering this money should the officer leave on their own before the reimbursement is completed.

15) Step 15 – Field Training: After the cadet graduates the Police Academy, he or she enters into a 3-4 month field training program in which he or she is trained by several different officers over the course of the training program. The labor associated with this is the hourly wage cost for the training officers and the officer in training. An assumption of the total hourly rate for both the trainer and trainee is $85/hr, for a total of 4 months of training at 40 hours per week, is a soft dollar cost of about $54,400.

Equipment Costs

Newly hired certified officers and cadets who have successfully completed the police academy will also require police equipment. Most of their initial police equipment is purchased by the police department through a reimbursement program using payroll deduction. All sworn officers receive about $62 per check for uniform allowance and those new officers participating in the reimbursement process have that amount applied toward the total owed. The initial purchase includes uniform clothing and outerwear, duty belts and related equipment, protective ballistic vests, firearms, rifles, and other items and accessories to prepare them for full duty. Those costs per officer can range from $2500-$4000 ($3250 average). A challenge we have encountered is the City does not have an effective process for recovering this money should the officer leave before the reimbursement is completed, causing an additional loss of several thousand dollars.

Police Officer (P.O.S.T. Certified)

The recruiting, selection and onboarding costs for a P.O.S.T. certified police officer are all the same, with the exception of the cost of the police academy and academy equipment/clothing.

Thank you for your time in reviewing this information, please let me know if you would like additional information or if you have questions.

SUBJECT: **RESOLUTION NO. 65, SERIES 2025 – A RESOLUTION APPROVING A FIRST AMENDMENT / EXTENSION TO THE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT SERVICES**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **RYDER BAILEY, CPA, FINANCE DIRECTOR**

PRESENTED BY: **DIANA LANGLEY, CITY MANAGER**

SUMMARY:

Staff is seeking Council's approval to extend the existing contract with Chandler Asset Management for Professional Investment Management Services through September 30, 2027.

BACKGROUND / PRIOR DISCUSSIONS:

On November 9, 2009, the City issued a Request for Proposals (RFP) for Investment Management Services. On February 16, 2010, the City Council awarded the bid and approved the execution of a contract with Davidson Fixed Income Management (Davidson). The contract term was for five years with an option to renew for an additional two years.

In March 2014, Scott Prickett, the City's portfolio manager at Davidson, resigned and moved to Chandler Asset Management (Chandler). In order to provide portfolio continuity and consistency, Davidson agreed to assign their current contract with the City to Chandler. This assignment was approved by the Finance Committee and executed by the City Manager on May 16, 2014.

On February 3, 2015, the City Council approved an option to extend the investment management services contract with Chandler for an additional two years.

On July 5, 2017, the City Council approved a new investment management services contract with Chandler for an additional three years with two one-year options to renew. The contract included the same fee schedule that was approved in the original 2010 contract.

On July 14, 2020, the City Council approved an option to extend the investment management services contract with Chandler for an additional one year, and the contract allowed for an additional one-year extension.

In October 2022, the City Council approved a two-year agreement with Chandler Asset Management for Investment Management Services ending September 30, 2024, with three

one-year renewal options, which if executed, places the termination date on September 30, 2027.

ANALYSIS:

The City has successfully engaged external professional Investment Management services for over a decade. Staff is seeking Council's approval to extend the existing contract with Chandler Asset Management for Professional Investment Management Services through September 30, 2027.

Prior to the expiration of the contract in 2027, staff will solicit proposals from investment management firms to confirm the services received from Chandler Asset Management or consider other asset management firms.

2025 COUNCIL WORK PLAN:

Core Services - Managing City Cash and Investments per City Financial Policies, Financial Policy 6 – Investments.

FISCAL IMPACT:

Budgeted?: **Yes**
Management Fees are budgeted and are allocated proportionally to funds based on their average cash balances.

The contract fee schedule is based on the average monthly balance of the managed portfolio. To determine if the fees are reasonable, staff inquired with other surrounding agencies and deemed the fees to be inline with standard practices.

Chart 1: Fee Schedule

Average Monthly Balance	**Annualized Fee**
$0 to $10,000,000	0.10%
$10,000,001 to $25,000,000	0.08%
$25,000,001 to $40,000,000	0.07%
$40,000,001 to $100,000,000	**0.06%**
$100,000,000 to 150,000,000	0.05%
Over $150,000,001	0.04%

Note: The City's average monthly balance falls within the $40M to $100M range and is charged 6 basis points (bps).

ALTERNATIVE(S):

Council could approve a contract extension for one year, through September 30, 2026, and direct staff to solicit proposals in 2026 from other investment management firms for consideration.

RECOMMENDATION:

Staff recommend approval of Resolution No. 65, Series 2025, and the contract extension with Chandler Asset Management through September 30, 2027.

ATTACHMENT(S):

1. Resolution No. 65, Series 2025
2. First Amendment / Extension to the Agreement by and between the City of Louisville and Chandler Asset Management, Inc. for Investment Management Services
3. Original Contract, Investment Management Agreement, dated October 3, 2022

RESOLUTION NO. 65
SERIES 2025

A RESOLUTION APPROVING A FIRST AMENDMENT / EXTENSION TO THE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT SERVICES

WHEREAS, the City and Chandler Asset Management, Inc., are parties to an Investment Management Agreement dated October 3, 2022; and

WHEREAS, by that First Amendment / Extension to the Agreement by and between the City of Louisville and Chandler Asset Management, Inc., a copy of which accompanies this resolution, the City desires to extend the term of such agreement to September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the First Amendment / Extension to the Agreement by and between the City of Louisville and Chandler Asset Management, Inc. (the "First Amendment") in substantially the same form as the copy of such First Amendment accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the First Amendment on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the First Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the First Amendment are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

FIRST AMENDMENT / EXTENSION TO THE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT SERVICES

This First Amendment is attached to and made part of the Investment Management Agreement, dated October 3, 2022 ("Agreement") between **Chandler Asset Management, Inc.** ("Vendor") and the **City of Louisville, Colorado** ("City").

WHEREAS, Vendor and City by this Amendment desire to amend the Agreement to extend the Term as set forth herein.

NOW THEREFORE, Vendor and City hereby agree to the following change to the Term, Found under Section 1 of the Original Agreement (words to be deleted ~~stricken~~; words to be added underlined):

1. Term. The term of this Agreement shall commence on October 1, 2022, and shall terminate on September 30, ~~2024~~ 2027, unless earlier terminated upon receipt of written notice of termination delivered by the terminating party.

THIS AMENDMENT IS ACCEPTED AND AGREED TO BY:

Chandler Asset Management, Inc.	**City of Louisville, Colorado**
Signature:_____	Signature:_____
Name: Nicole Dragoo	Name: Christopher Leh
Title: CEO	Title: Mayor
Date:_____	Date:_____

CHANDLER ASSET MANAGEMENT

INVESTMENT MANAGEMENT AGREEMENT
(Institutional Client, Non-ERISA)

City of Louisville, Colorado (Client) hereby retains Chandler Asset Management, Inc. (Chandler) as Investment Adviser on the terms and conditions set forth herein.

1. Term. The term of this Agreement shall commence on October 1, 2022 and shall terminate on September 30, 2024, unless earlier terminated upon receipt of written notice of termination delivered by the terminating party. Notwithstanding the foregoing, this Agreement may be extended for three (3) successive one-year terms upon mutual, written approval by the Client.

2. Fees. Client shall compensate Chandler monthly an amount calculated on the average market value of Client's portfolio, including accrued interest, in accordance with the following schedule:

Assets Under Management	Annual Investment Management Fee
$0 to $10 million	0.10 of 1% (10 basis points)
$10,000,001 to $25,000,000	0.08 of 1% (8 basis points)
$25,000,001 to $40,000,000	0.07 of 1% (7 basis points)
$40,000,001 to $100,000,000	0.06 of 1% (6 basis points)
$100,000,001 to $150,000,000	0.05 of 1% (5 basis points)
Over $150,000,001	0.04 of 1% (4 basis points)

For example, if the portfolio averaged $40,000,000 for a month, the monthly fee calculation would be:

[(MVACC on the 1st day of the month +MVACC on last day of the month)/2 x (.0006)/12)]

The fees expressed above do not include any custody fees that may be charged by Client's bank or other third party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. Client is not required to pay any start-up or closing fees; there are no penalty fees.

Fees will be calculated and payable at the end of each month. Assets deposited in Colorado Local Government Investment Pools (such as CSAFE or Colotrust) will be excluded from the above fee calculation.

3. Client Representative. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from the City's Finance Director (Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.

CHANDLER ASSET MANAGEMENT

4. Investment Policy. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy, which is attached hereto as Exhibit A.

5. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.

6. Notices. All reports and other communications required hereunder to be in writing shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

Chandler Asset Management
Attn: Nicole Dragoo
6225 Lusk Boulevard
San Diego, CA 92121
ndragoo@chandlerasset.com

CLIENT
Attn: Finance Director
Address: 749 Main Street
City, ST ZIP: Louisville, CO 80027
Email:

7. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s):_____

8. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@chandlerasset.com.

9. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.

CHANDLER ASSET MANAGEMENT

10. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.

11. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

12. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.

13. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.

14. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

15. No Assignment& Amendments. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement may be amended at any time by mutual agreement in writing.

16. Governing Law. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of California.

17. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

CHANDLER ASSET MANAGEMENT

18. Receipt of Brochure and Privacy Policy. Client hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.

19. Arbitration. It is agreed that any controversy between Chandler and the Client arising out of Chandler business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event the Client does not make such election within five (5) days of such demand or notice, then the Client authorizes Chandler to do so on the Client's behalf. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Client

By: _____ 10-3-2022
Date

Name & Title: ~~Ashley Stalzmann, Mayor~~ Dennis Maloney, Mayor Pro Tem

Chandler Asset Management, Inc.,
a California Corporation

By: _____
Nicole Dragoo — Date
President

SUBJECT: **RESOLUTION NO. 66, SERIES 2025 - A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE 2025 PAVEMENT MARKING PROJECT**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **JORDAN JEFFERIES, ASSISTANT CITY ENGINEER**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

SUMMARY:

Staff recommend approval of a contract with Colorado Barricade Company for the base bid in the amount of $91,919 plus a 50% contingency in the amount of $45,960 for the 2025 Pavement Marking Project.

BACKGROUND / PRIOR DISCUSSIONS:

The recommended contract supports the goal of providing a safe, well-maintained, effective and efficient multimodal transportation system at a reasonable cost.

Work includes annual maintenance to restore epoxy lane line striping and thermoplastic pavement markings on streets throughout the City. Please refer to the attached map for locations included with the base bid. The striping project will commence in late September and be completed by mid-November.

ANALYSIS:

Staff advertised the 2025 Pavement Marking Project on July 30, 2025, and August 6, 2025. Bids were due on August 20, 2025. Only one bid was received:

Contractor	Base Bid
Colorado Barricade Company	$91,919.00
Engineer's Estimate	*$125,322.24*

Staff recommend Colorado Barricade Company as the only responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks. Colorado Barricade Company's bid price was lower than the estimate created by staff and they have previously adequately performed the annual pavement marking work.

Staff is recommending a 50% contingency to include: 1) striping required to convert 1-1/2 blocks of South Street between Main Street and Jefferson Avenue from parallel to diagonal parking, and 2) Additional thermoplastic pavement markings in need of repair as identified by staff. The South Street parking modifications will add approximately 12 parking spaces and are anticipated to cost approximately $2,500. This work was originally intended to be part of the Downtown Front and Center project, but it was determined budget would be available to complete this work as part of the 2025 Pavement Marking Project. The remaining contingency will only be utilized if staff identifies additional faded thermoplastic markings in the field that are in need of replacement.

FISCAL IMPACT:

This project is included in the 2025 budget in the following fund:

Projected Funding

Description	Account	Budget Amount
PAVEMENT MARKING PROGRAM	301312-660311	$218,750

Projected Expenses (PAVEMENT MARKING PROGRAM) 301312-660311

Description	Amount
Pavement Marking base bid	($91,919)
Contingency	($45,960)
Total Expenses:	**($137,879)**
Remaining Funds	**$80,871**

Total Contract Summary

Description	Account	Amount
PAVEMENT MARKING PROGRAM	301312-660311	$91,919
Contingency	301312-660311	$45,960
	Total Contract:	**$137,879**

ALTERNATIVE(S):

The alternative is to not perform the Pavement Marking Project this year and resume pavement marking in 2026. If pavement marking is not performed, lane lines and pavement symbols will continue to deteriorate over the next year and become less visible to drivers, pedestrians, and cyclists. In some locations, this could reduce safety due to lessened visibility of pavement markings.

RECOMMENDATION:

Staff recommend approval of Resolution No. 66, Series 2025, and award of the 2025 Pavement Marking Project contract with Colorado Barricade Company for $91,919 plus a 50% contingency in the amount of $45,960 for a total authorized amount of $137,879 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 66, Series 2025
2. Bid Documents
3. 2025 Pavement Marking Agreement
4. 2025 Pavement Marking Project Map

RESOLUTION NO. 66
SERIES 2025

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE 2025 PAVEMENT MARKING PROJECT

WHEREAS, a Construction Contract has been proposed between the City and Barricade Holdings LLC d/b/a Colorado Barricade Company for the 2025 Pavement Marking Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Construction Contract by and between the City of Louisville and Barricade Holdings LLC d/b/a Colorado Barricade Company for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional fifty percent (50%) contingency in the amount of $45,960 for a total not-to-exceed amount of $137,879.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Contract, change orders, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

PASSED AND ADOPTED this 16th day of September 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

BID BOND

BIDDER (Name and Address):

Barricade Holdings LLC dba Colorado Barricade Company
2295 S. Lipan Street
Denver, CO 80223

SURETY (Name and Address of Principal Place of Business):

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

OWNER (Name and Address):

City of Louisville, Colorado
749 Main Street
Louisville, CO 80027

BID:

BID DUE DATE: August 20, 2025
PROJECT (Brief Description Including Location):
2025 Pavement Marking Project, Project No. 301312-660311, Louisville, CO

BOND:

BOND NUMBER: Bid Bond
DATE: (Not later than Bid Due Date): August 20, 2025
PENAL SUM: Five Percent of the Total Amount Bid-----(5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Barricade Holdings LLC dba
Colorado Barricade Company (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title

Attest: _____
Signature and Title

SURETY

Great Midwest Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title Kristen L. McCormick,
(Attach Power of Attorney) Attorney-in-Fact

Attest: _____
Signature and Title Mona D. Weaver, Surety Witness

Note: (1) Above addresses are to be used for giving requiring notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the properly executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   3.2. All bids are rejected by Owner, or

   3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Anju Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Kristen L. McCormick

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025. .

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of August 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

BID FORM

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

Date	Number
_____	N/A
_____	_____

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the General Conditions as provided in paragraph 4.2, and accepts the determination set forth in paragraph 4.2 of the General Conditions. BIDDER has inspected the site and has obtained conducted and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purpose.

SCHEDULE OF UNIT PRICES

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNERS PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

BID

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	EPOXY 4" SINGLE YELLOW	SF	251	$ 1.80	$ 451.80
2.	EPOXY 4" DOUBLE YELLOW	SF	12,573	$ 1.80	$ 22,631.40
3.	EPOXY 4" EDGE WHITE	SF	26,435	$ 1.80	$ 47,583.00
4.	EPOXY 4" SKIP WHITE (10'-30')	SF	4,431	$ 1.80	$ 7,975.80
5.	EPOXY 4" SKIP WHITE (3'-9')	SF	12	$ 1.80	$ 21.60
6.	EPOXY 4" SKIP WHITE (2'-6')	SF	198	$ 1.80	$ 356.40
7.	EPOXY 4" SKIP WHITE (2'-4')	SF	2,170	$ 1.80	$ 3,906.00
8.	THERMOPLASTIC PAVEMENT MARKING (RAILROAD CROSSING)	SF	198	$ 20.00	$ 3,960.00
9.	CONSTRUCTION ZONE TRAFFIC CONTROL	LS	1	$ 5,033.00	$5,033.00

TOTAL BID PRICE: $ 91,919.00
(figures)

THE BASIS OF AWARD SHALL BE THE TOTAL BID PRICE.

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

_____
(General Partner)

Business address: _____

_____

_____

Phone No.: _____

BID BOND

BIDDER (Name and Address):

_____
_____
_____

SURETY (Name and Address of Principal Place of Business):

_____
_____
_____

OWNER (Name and Address):

_____
_____
_____

BID:

BID DUE DATE: _____
PROJECT (Brief Description Including Location):

_____
_____
_____

BOND:

BOND NUMBER: _____
DATE: (Not later than Bid Due Date): _____
PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving requiring notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

SCHEDULE OF SUBCONTRACTORS

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNER'S PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

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

Name: N/A Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

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

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

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

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

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

CERTIFICATION OF EEO COMPLIANCE

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNER'S PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1.	X Yes ___ No	I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2.	X Yes ___ No	I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3.	X Yes ___ No	I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
X BIDDER ___ PROPOSED SUBCONTRACTOR

BY: _____

TITLE: Director of Contracting

DATE: 8/19/2025

Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNER'S PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 19 day of August, 2025.

Proposer: Barricade Holdings LLC dba Colorado Barricade Company

By:

Title: Director of Contracting

2025 PAVEMENT MARKING AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of September in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Barricade Holdings LLC d/b/a Colorado Barricade Company
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2025 PAVEMENT MARKING PROJECT
PROJECT NUMBER: 301312-660311

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by November 30, 2025 and within **40 Contract Days** after the date when the Contract Time commences to run indicated in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **FIVE HUNDRED DOLLARS ($500)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of ninety one thousand nine hundred nineteen dollars ($91,919.00) as set forth in the Bid Form of the CONTRACTOR dated August 20, 2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2025 PAVEMENT MARKING PROJECT**

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. 0 to 0 exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
6.10.9 Certificates of Insurance
6.10.10 Notice to Proceed
6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order
6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report
6.10.20 Certificate of Final Completion
6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on XXX, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Chris Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Genny Kline, Interim City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: BARRICADE HOLDINGS LLC d/b/a COLORADO BARRICADE COMPANY

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

Colorado Barricade Company
2295 S. Lipan Street
Denver, CO 80223

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 _____ 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 additional costs pursuant to Section 12.2 of 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 _____, 2025.

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

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 _____, 2025.

IN THE PRESENCE OF: **PRINCIPAL:**

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.

NOTICE OF AWARD

DATED: _____

TO: _____
_____
_____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNER'S PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

Please be advised that on _____, 2025, the City of Louisville, Colorado City Council awarded the 2025 Pavement Striping 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 _____, 2025.

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: _____
Cameron Fowlkes, P.E.	
Title: City Engineer	Title: _____

NOTICE TO PROCEED

DATED: _____

TO: _____
_____
_____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
OWNER'S PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

You are hereby notified that the Contract Time under the above Contract will commence to run on _____**, 2025**. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within **20 Contract Days** thereafter. The date of substantial completion of all Work is therefore _____**, 2025.**

CITY OF LOUISVILLE, COLORADO

By: _____
Cameron Fowlkes, P.E.

Title: City Engineer

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

CHANGE ORDER NO. _____

DATED: _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT

AGREEMENT DATE: _____2025

PROJECT NUMBER: 301312-660311

OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:
Description: _____

			Unit S	$ COST
	TOTAL			

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	$ _____
Set change previous Change Orders No. 0 to 0	$ _____
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)	_____

The Contractor's signature below indicates acceptance of full settlement for the work described, both direct and indirect costs. Any claims for additional costs associated with this Change Order will not be considered.

Recommended:	Approved:	Accepted:
_____	CITY OF LOUISVILLE, COLORADO	_____
ENGINEER	OWNER	CONTRACTOR
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

FIELD ORDER

No._____

TO: _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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 CONTRACTOR**
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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

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

Based on conversations between Engineer and Contractor, Engineer 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 decrease 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 Engineer 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.

WORK CHANGE DIRECTIVE

No. _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: _____ EFFECTIVE DATE: _____

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

Description:
Add Additional Striping:_____
_____
_____

Purpose of Work Change Directive:
Missed Striping _____
_____
_____

Attachments (List documents supporting change):
_____
_____
_____ _____

If a claim is r at 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
____ Engineer's Records
____ Other _____
_____
_____

Estimated increase (decrease) in Contract Price:

If the change involves an increase, the estimated amount is not to be exceed d without further authorization.

Estimated increase (decrease) in Contract Times

Substantial Completion: _____0_____days;
Ready for final payment: _____0_____days.
If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

_____
ENGINEER

BY: _____

TITLE: _____

DATE: _____

ACCEPTED:

_____
CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 2021
PROJECT: ____ Contract Striping
PROJECT NUMBER: 301312-660203

DATE SUBMITTED: _____, 2021

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 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)	PERCENT (%) COMPLETE
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
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: _____

CONTRACTOR'S PROPOSAL REQUEST

(Not a Change Order)

Date Submitted: _____, 2025 No. _____

TO: _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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: _____, 2025

This change will:

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

SUBMITTED BY CONTRACTOR

BY: _____

DATE: _____

DATE: _____

CITY OF LOUISVILLE

___ Contractors Proposal Request Accepted

___ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

CONTRACTOR'S OVERTIME REQUEST

Date Submitted: _____, 2025

TO: _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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: _____, 2025

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. Should the CONTRACTOR desire to work between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday or from 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEERs and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections 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. 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 and from 3:30 p.m. to 8:00 p.m. Friday.

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO:

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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

_____

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 t**en (10)** 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:

None. None_____

_____

_____

(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: _____

FINAL INSPECTION REPORT

DATE:

TO:

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

The ENGINEER 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 ENGINEER 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:	_____

CERTIFICATE OF FINAL COMPLETION

DATE:

TO:
PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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 ENGINEER and the Work is hereby declared to be complete in accordance with the Contract Documents on

_____
DATE OF FINAL COMPLETION

In consideration therefore, 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: _____

GUARANTEE PERIOD INSPECTION REPORT

DATE: _____, 2025

TO: _____

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

The ENGINEER's authorized representative performed the guarantee period inspection on _____, 20 ___, which guarantee was originally due to expire on _____, 20___.

The ENGINEER 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:

_____, 2025

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

CLAIM RELEASE – SUBCONTRACTOR/SUPPLIER

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
OWNER: CITY OF LOUISVILLE, COLORADO

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: 2025 PAVEMENT STRIPING PROJECT

Description of Property: VARIOUS ROADWAY STRIPING, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains 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, and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

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, its officers and employees 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	**COMPANY**
By: _____	By: _____
President	President
Date: _____	Date: _____

FINAL CLAIM RELEASE & ACCEPTANCE

PROJECT: 2025 PAVEMENT STRIPING PROJECT
PROJECT NUMBER: 301312-660311
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: 2025 PAVEMENT STRIPING PROJECT

Description of Property: VARIOUS ROADWAY STRIPING, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains 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 and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

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, its officers and employees 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.

As contactor on the above described project, we further accept the pay quantities and final payment indicated on the final payment application as correct.

The above noted final payment of **$**_____ results in total cumulative payment of **$** _____ for this project. By accepting this final payment, we accept that the final payment application is full and

complete, that no other or further amounts are due to the undersigned, and we hereby waive and release all rights, claims and liens arising from the completion of work under the Contract Documents.

The undersigned representative certifies to have full authority to execute this instrument and to bind the contractor to all statement and provisions herein contained.

COMPANY

By: _____
President

Date: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.0 **Abnormal Weather** - Snowfall, rainfall, freezing temperatures, or wind conditions, in excess of those encountered in the project area of Boulder County during the past 10 years that necessitates cessation of Work and causes consequence to the project.

1.1 **Addenda** - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2 **Agreement** - The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 **Application for Payment** - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 **Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 **Bidding Documents** - The advertisement or invitation to Bid, instructions to Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7 **Bidding Requirements** - The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8 **Bonds** - Performance and Payment bonds and other instruments of security.

1.9 **Change Order** - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.9.1 **Contract Day** – A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER-observed holidays and Abnormal Weather days.

1.10 **Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the

Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11 **Contract Price** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12 **Contract Times** - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13 **CONTRACTOR** - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14 **Defective** - An adjective which when modifying the work refers to Work 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 ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15 **Drawings** - The drawings that show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16 **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.

1.17 **ENGINEER** - The word "ENGINEER" refers to the City of Louisville, Director of Public Works or his authorized representative, designated by the OWNER as its Engineering representative.

1.18 **OWNER'S Consultant** - A person, firm or corporation having a contract with OWNER to furnish services as OWNER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19 **Field Order** - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20 **General Requirements** - Sections of Division 1 of the Specifications.

1.21 **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22 **Laws and Regulation: Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23 **Liens** - Liens, charges, security interests or encumbrances upon real property or personal property.

1.24 **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25 **Notice of Award** - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26 **Notice to Proceed** - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27 **OWNER** - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28 **Partial Utilization** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29 **PCBs** - Polychlorinated biphenyls.

1.30 **Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.31 **Plans** - The term plans as used in these Contract Documents shall have the same meaning as Drawings.

1.32 **Product** - Includes materials, equipment and systems.

1.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.34 **Provide** - Furnish and install specified materials and equipment, unless the context requires otherwise.

1.35 **Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.36 **Resident Project Representative** - The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.37 **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.38 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

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

1.40 **Subcontractor** - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.41 **Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.42 **Supplementary Conditions** - The part of the Contract Documents, which amends or supplements these General Conditions.

1.43 **Supplier** - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.44 **Underground Facilities** - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.45 **Unit Price Work** - Work to be paid for on the basis of unit prices.

1.46 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.47 **Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or

unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.48 Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to four copies of the contract documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

2.3 The Contract Times will commence to run on the day indicated in the Notice to Proceed. Timing and completion of the **2025 Pavement Striping Project** is required on or prior to November 14, 2025. The OWNER has set the proposed project schedule and plans to implement the following schedule for this project. The CONTRACTOR shall be required to start construction on or before the start date listed below:

PROPOSED PROJECT SCHEDULE:

Advertise ..... July 30 & August 6, 2025
Last day for questions ..... August 8, 2025
Addendum issued (if required) ..... August 13, 2025
Bid Opening & Recommendation of Award ..... August 20, 2025
Contract Award by City Council ..... September 16, 2025
Bonds & Insurance Certificates Due ..... September 16, 2025
Contract Agreement Executed ..... September 17, 2025
Pre-Construction Conference ..... September 18, 2025
Notice to Proceed Issued ..... September 18, 2025
Contract Time Commences to run ..... September 22, 2025
Substantial Completion ..... November 14, 2025

2.3.1 The Contractor shall substantially complete all work by November 14, 2025, and within 40 Contract days after the date when the Contract Time commences to run. Should work not be completed by the date and within the time period specified, the Owner

shall access the Contractor liquidated damages in conformance with the Agreement, Article 2 – Contract Times, paragraph 2.2 Liquidated Damages.

Starting the Work:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestone specified in the Contract Documents;

2.6.2 a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

Preconstruction Conference:

2.7 Before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittal, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.8 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review the Application for Payment for acceptability to ENGINEER. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing

and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 Reference to Standards & Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the ENGINEER, the CONTRACTOR shall proceed with other parts of the Work not affected by the conflict, error, ambiguity or discrepancy.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall

take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 a formal Written Amendment,
3.5.2 a Change Order (pursuant to paragraph 10.4), or
3.5.3 a Work Change Directive (pursuant to paragraph 10.1)

3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 a Field Order (pursuant to paragraph 9.5)
3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Subsurface and Physical Conditions:

4.2 BIDDER'S are responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties, which may be encountered. BIDDER's may not rely on oral or written representations made by the OWNER, including reports and drawings identified pursuant to 4.2.1 and subparagraphs thereof, unless the OWNER has guaranteed in writing that such representation is factually accurate, and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDER's shall inspect the site and its surroundings and conduct such supplementary examinations, investigations, and tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection, the BIDDER waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work, or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the Contract Price

or in the Contract Time will be allowed by change order as provided in Article 11 or Article 12 respectively. By submitting a Bid, the BIDDER represents that the BIDDER's observations at the site are not inconsistent with the requirements of the proposed Contract Documents, unless otherwise noted by the BIDDER.

4.2.1 **Reports and Drawings:** Reference is made to the Supplementary Conditions for identification of:

The following reports of explorations and tests of subsurface conditions at the site of the Work:

4.2.1.1 **Subsurface Conditions:** Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

Report dated **N/A** , **N/A**, prepared by **N/A** entitled: **N/A** . The technical data contained in such report upon which CONTRACTOR may rely is **N/A** .

Copies of these reports that are not included with Bidding Documents may be examined at ENGINEER's office during regular business hours. Please call for appointment. Copies of such reports are not available for distribution. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in GC-4.2 and as identified and established above are incorporated therein by reference.

4.2.1.2 **Physical Conditions:** Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2 **Limited Reliance by CONTRACTOR authorized; Technical Data:** Reports and drawings identified pursuant to paragraph 4.2 are not Contract Documents. Unless otherwise set forth in the Contract Documents or OWNER has otherwise guaranteed in writing that such representation is factually accurate, CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER or ENGINEER's consultants with respect to the accuracy of any "technical data" contained in reports and drawings and CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER or ENGINEER's consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:

4.2.3.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.3.2 the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3 Physical Conditions - Underground Facilities:

4.3.1 **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2 **Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and

before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish baseline and benchmarks for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER, CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

OWNER shall provide survey reference points, construction stakes, lines and grades required for the completion of the work specified in the specifications, on the plans, or in the Special Conditions. Additional staking requested by the Contractor will be at the CONTRACTOR'S expense. When the CONTRACTOR requires staking, he shall notify the OWNER of his requirements in writing a reasonable length of time in advance of starting work that require construction staking. Under no circumstances, shall a notice of less than 2 contract days be considered a reasonable length of time. Failure of the CONTRACTOR to provide 2 contract days written notice to the OWNER of his staking requests shall relieve the OWNER from any responsibility for additional costs or delays caused by such failure. The CONTRACTOR shall carefully preserve stakes set by the OWNER. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes. The charge for replacement and restoration of stakes will be deducted from any moneys due or to become due the CONTRACTOR.

4.5 Asbestos, PCB's Petroleum, Hazardous Waste or Radioactive Material:

4.5.1 OWNER shall be responsible for any Asbestos, PCB's, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site

by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRAC-TOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided Articles 11 and 12.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCB's, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 - BONDS AND INSURANCE

Performance, Payment and Other Bonds:

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACT-OR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The CONTRACTOR shall furnish the

performance and payment bond in the form provided in the Contract Documents or approved by the OWNER; the earlier of ten (10) days after the OWNER has issued the notice of award or delivery of the executed Agreement. The OWNER reserves the right to exclude any Surety Company on any ground it deems appropriate. The cost of the bonds shall be included in the bid.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3 Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies acceptable to OWNER that are duly licensed to transact business in the State of Colorado and to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain accordance with paragraph 5.4. The certificates shall be reviewed and approved by OWNER prior to execution of the Agreement. The OWNER shall have the right to request and obtain copies of any insurance policies required under paragraph 5.4 of the General Conditions. The completed certificates of insurance shall be sent to: City of Louisville, 749 Main Street, Louisville, Colorado 80027, attention: CITY ENGINEER.

CONTRACTOR's Liability Insurance:

5.4 (a) The CONTRACTOR agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to paragraphs 6.12, 6.16, 6.31, 6.32 and 6.33, and 6.5 in addition to any other insurance requirements imposed by the Contract Documents or by law. The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to paragraphs 6.12, 6.16, 6.31, and 6.33 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) CONTRACTOR shall procure and maintain, and shall cause any Subcontractor or Supplier of the CONTRACTOR to procure and maintain or insure the activity of his Subcontractors and Suppliers in his own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained from the date of commencement of the Work to cover all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to paragraphs 6.31

and 6.33. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall 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), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.

(4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

(c) The policy required by paragraph (2) above, by paragraph (3) and by (4) above shall be endorsed to include the OWNER, the ENGINEER and its consultants, and each of their officers, agents and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the OWNER, its officers, or its employees, shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The CONTRACTOR shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to OWNER shall be completed by the CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the contract.

(e) Failure on the part of the CONTRACTOR to procure or maintain policies 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 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.

(f) The OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that the OWNER, the City of Louisville, is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City of Louisville, its officers, or its employees.

OWNER's Liability Insurance:

5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6 The OWNER shall be responsible for maintaining its own property insurance and, at its option, may maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise, inspect 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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. 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 Saturdays, Sundays, OWNER- observed holidays, or at night. Should the CONTRACTOR desire to work on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m. on **Contract Days** the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p. m. and 7:00 a. m., 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. Overtime and other incidental administrative expenses for Engineer and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00
Operations Supervisor	$45.00
Maintenance Worker	$30.00

DESCRIPTION	HOURLY RATE
Clerical	$25.00
Vehicle	$15.00

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.8 as it may be adjusted from time to time as provided below:

6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7 Substitutes and "Or-Equal" Items:

6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1 **"Or-Equal"**: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the

proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2 **Substitute Items:** If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute items of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'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 OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of 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 will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3 **CONTRACTOR's Expense:** All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2 **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract

Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3 **ENGINEER's Evaluation**: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance, which will be evidenced, by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

6.8 Concerning Subcontractors, Suppliers and Others:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 The Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER with the Bid in the Bid Form prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER'S or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.8.3 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written consent of the Engineer. The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to not less than 50 percent of the total contract cost.

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item shall be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the prime contract

or subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors. Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and, conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in

the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.13.1 Prior to the commencement date for the Work set forth in the Notice to Proceed, The CONTRACTOR and all subcontractors shall be or shall become a CONTRACTOR licensed in accordance with the applicable ordinance of the City of Louisville, Colorado.

6.13.2 If water is required for the project, CONTRACTOR shall obtain a bulk water permit from the City of Louisville, Public Works Department in accordance with the permit requirements.

6.13.3 CONTRACTOR shall obtain a Right-of-Way Permit from the City of Louisville, Public Works Department for all Work to be completed within the City right-of-way.

6.13.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom: however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work. City of Louisville municipal taxes shall be waived upon application for and acceptance of "tax exemption."

The CONTRACTOR shall apply for and receive a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the CONTRACTOR shall neither pay nor include in his bid prices Sales and Use Taxes collected by the State of Colorado on those building and construction materials physically incorporated into the Work. Sales and Use Taxes of the State of Colorado, RTD and the County are collected by the State of Colorado. All applicable Sales and Use Taxes (including State collected taxes) on any items other than construction and building materials physically incorporated into the Work are to be paid by the Contractor and are to be included in the appropriate bid items. CONTRACTOR and any Subcontractor assume all liability for the nonpayment of taxes, or the payment of exempt taxes resulting from a failure to use the Certificate of Exemption required by this paragraph.

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

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

Record Documents:

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the

Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all persons on the Work site or who may be affected by the Work:

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, fences, gates, ditches, utilities, and underground facilities not designated for removal, relocation, or replacement in and during the course of construction.

6.20.4 The CONTRACTOR shall take all measures necessary to mitigate the impact of weather so that the project may continue on schedule. In no event shall OWNER be liable for extra costs incurred on materials and any part of the Work due to CONTRACTOR's failing to take all measures necessary protect the Work from weather and CONTRACTOR shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the CONTRACTOR is able, notwithstanding the weather, to proceed with other Work of the Contract.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21 CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

6.22 CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

6.23 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change directive or Change order will be issued to document the consequences of such action.

6.24 Shop Drawings and Samples:

6.24.1 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at ENGINEERS option, one reproducible copy) of all shop drawings, which shall have been checked and approved by the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.26 Submittal Procedures:

6.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3 all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

6.25.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause

a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.8. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.8, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30 CONTRACTOR's General Warranty and Guarantee:

6.30.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be **defective**. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2 normal wear and tear under normal usage.

6.30.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents:

6.30.2.1 observations by ENGINEER;

6.30.2.2 recommendation of any progress or final payment by ENGINEER;

6.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5 any acceptance by OWNER or any failure to do so;

6.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7 any inspection, test or approval by others; or

6.30.2.8 any correction of **defective** Work by OWNER.

6.30.3 The CONTRACTOR warrants that, unless otherwise specified in the Contract Documents, the materials and equipment installed in the Work will be new, merchantable, and fit for the purpose for which they are intended, and that the Work will be performed in a workmanlike manner. The CONTRACTOR also warrants the workers who perform the Work will be sufficiently skilled to produce a high quality product which is free of blemishes, (surface defects) and flaws (internal defects).

The CONTRACTOR is under a continuing duty to warn the OWNER and ENGINEER of any possible defect in the design of the Work and materials incorporated in the Work and against potentially unsafe uses of products incorporated in the Work which may cause personal injury or property damage, as soon as the CONTRACTOR discovers the possible defect or has notice that the product may be unsafe. The CONTRACTOR's duty under this paragraph shall be continuing, and shall not expire when the OWNER accepts the Work or when the CONTRACTOR's guarantee expires. If the CONTRACTOR fails to warn the Owner of a design or product defect of which the CONTRACTOR is aware, and if personal or property damage thereafter results from such design or product defect, the CONTRACTOR shall be liable jointly and severally with any other party responsible at law for all damages resulting from such defect.

6.31 Indemnification:

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), ENGINEER, ENGINEER's consultants, and their officers, employees, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss,

or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the CONTRACTOR, any Subcontractor of the CONTRACTOR, or any officer, employee, representative, or agent of the CONTRACTOR or of any Subcontractor of the CONTRACTOR, or which arise out of any workers' compensation claim of any employee of the CONTRACTOR or of any employee of any subcontractor of the CONTRACTOR. The CONTRACTOR agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the CONTRACTOR. The CONTRACTOR also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

6.32 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Survival of Obligations:

6.33 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR 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. CONTRACTOR 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 ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination:

7.4 Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

Should CONTRACTOR cause damage to the Work or property of any separate CONTRACTOR at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws, and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or ENGINEER or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or ENGINEER on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER and ENGINEER for any delay, disruption, interference or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or ENGINEER for activities that are their respective responsibilities.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.

8.5 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.8 The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.9 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.10 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained

during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3 ENGINEER will furnish a Resident Project Representative, assistants and other field staff to assist ENGINEER in observing the performance of the Work of the CONTRACTOR. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

9.3.1 Resident Project Representative is ENGINEER's Agent and will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. His dealings in matters pertaining to the on-site Work will in general be with ENGINEER and CONTRACTOR keeping the ENGINEER advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR.

Duties and Responsibilities:

Resident Project Representative will:

Schedules:

Review the progress schedule, schedule of Shop Drawing submittal, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings:

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences and other project related meetings.

Liaison:

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

Assist in obtaining from ENGINEER additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples:

Record date of receipt of Shop Drawings and samples.
Receive samples, which are furnished at the site by CONTRACTOR for ENGINEE-R's review, and notify ENGINEER of their availability for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections and Tests:

Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Verify that tests, equipment and systems startups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

Interpretation of Contract Documents:

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and Transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER.

Modifications:

Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with his recommendations to ENGINEER. Transmit to CONTRACTOR decisions issued by ENGINEER.

Records:

Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

Record names, addresses and telephone numbers of all CONTRACTOR's, subcontractors and major suppliers of equipment and materials.

Reports:

Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittal.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER upon the occurrence of any accident.

Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with his recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

Certificates, Maintenance and Operations Manuals:

During the Course of Work verify that certifications, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment of the Work.

Completion:

Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction or completion.

Conduct final inspection in the company of ENGINEER and CONTRACTOR and prepare a final list of items to be corrected or completed.

Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER concerning acceptance.

Limitation of Authority:

Resident Project Representative shall not:

Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER.

Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.

Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.

Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.

Authorize OWNER to occupy the Work in whole or in part.

Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Clarifications and Interpretations:

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished

by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be **defective**, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in paragraph 13.9, whether or not the work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.10 ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

Decisions on Disputes:

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute of other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR.

9.12 When functioning under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations.

9.13 Limitations on ENGINEER's Authority and Responsibilities:

9.13.1 Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owned by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and Assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. A Written Amendment, a Change Order, or a Work Change Directive will authorize such additions, deletions or revisions. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1., (ii) required because of acceptance of **defective** Work under paragraph 13.13 or correcting **defective** Work under paragraph 13.14, or (iii) agreed to by the parties:

10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Times, which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. ENGINEER shall determine all claims for adjustment in the Contract Price in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for ad adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive);

11.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Certified payroll record costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications shall be submitted to the ENGINEER with the claim. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Invoices for cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith shall be submitted to the ENGINEER with the claim. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall be in accordance with the State Department of Highways, Division of Highways, and State of Colorado Standard Specifications for Road and Bridge Construction 2005 Edition. If the materials used in performing the extra Work are taken from the CONTRACTOR's stock, then in lieu of invoices the CONTRACTOR shall furnish an affidavit, certifying that such materials were taken from its stock, that the quantity claimed was actually used in the Work, and that the price and transportation claimed represent the actual cost to the CONTRACTOR shall be submitted to the ENGINEER with the claim.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals rates of all construction equipment and machinery and the parts thereof which has been authorized by the ENGINEER, the CONTRACTOR will be paid for the use of equipment in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book for Construction Equipment and will be determined as follows:

Hourly rate: RR = (ADJ BB/176)(RF)(SAF)+EOC

Where: RR = Hourly rental rate
ADJ BB/176 = Blue Book Monthly Rate adjusted for year of manufacture/176
RF = Regional Factor of 1.06
SAF = State Adjustment Factor of 1.05
EOC = Estimated Hourly Operating Costs from Blue Book

With each claim, the CONTRACTOR shall submit the rental rate calculations including copies of the appropriate pages of the Blue Book for each piece of equipment listed in the claim.

Rental of equipment not owned by the CONTRACTOR will be paid for by invoice cost plus operating cost (EOC). Copies of the applicable pages of the Rental Rate Blue Book for Construction Equipment shall be submitted to the ENGINEER with the claim.

The costs of transportation, loading, unloading, installation, dismantling, and removal thereof all in accordance with the terms of said rental agreements. If equipment is used intermittently and when not in use could be returned to its rental source at less expense to the OWNER than holding it at the Work site, it shall be returned unless the CONTRACTOR elects to keep it at the Work site at no expense to the OWNER. The rental of any such equipment, machinery or parts shall cease when the use of the equipment is no longer necessary for the Work. No payment will be made for the use of tools, which have a replacement value of $200.00 or less. Operators will be paid for separately as provided in paragraph 11.4.1. Certified invoices for rental cost of all construction equipment and machinery incorporated in the Work shall be submitted to the ENGINEER with the claim.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

11.4.5.6 Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work, (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4--all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same. (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of **defective** Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or

11.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3 where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5 the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.6 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9 Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the contract Price in accordance with Article 11 if:

11.9.3.1 the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense of, OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

11.9.4 In no event shall a claim be made or an adjustment of Unit Price allowed if a variation in actual quantities used does not equal or exceed 25 percent (25%) of the total Bid Price.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 Liquidated damages. The OWNER and the CONTRACTOR agree and recognize that time is of the essence for every time period set forth in the Contract Documents and that the OWNER will suffer financial loss if the Work is not substantially complete within the time set forth in the Contract Documents, plus any extensions thereof allowed in accordance with this Article 12 of the General Conditions. If the CONTRACTOR fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to Article 12, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay OWNER in the amount stipulated below for each and every contract day that expires after the time set forth in the Contract Documents for Substantial Completion of the Work until the same is finally complete and ready for Final Payment. The OWNER shall have the right to deduct liquidated damages from any amount due or that may become due to the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or the Surety. The OWNER has the option to enforce liquidated damages or to waive such damages. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance. Liquidated damages are intended only to compensate the OWNER for additional OWNER personnel efforts in administering the Contract after normally scheduled completion dates, and for City governmental and citizen inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this contract, the CONTRACTOR agrees that the liquidated damages specified in the Contract Documents are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the OWNER for extra costs which the OWNER may become obligated to pay on other contracts which are delayed or extended because of CONTRACTOR's failure to complete the Work within the time periods set forth in the Contract Documents. Liquidated damages are not intended to include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the Contractor's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the Owner from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance. In order to recover liquidated damages, OWNER is under no obligation to prove the actual damages sustained by OWNER due to the CONTRACTOR's delay in performance. In no event shall the CONTRACTOR be assessed liquidated damages if the contract is suspended or terminated for events beyond

the control of the CONTRACTOR for which a time extension beyond the original schedule of performance could be granted under 12.3.

The parties agree that liquidated damages shall be in the amount set forth in Article 2 of the Agreement.

12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4 The CONTRACTOR specifically waives any and all claims against the OWNER for damages resulting from any hindrance or delay caused by circumstances beyond the control of CONTRACTOR that prevents completing any part of the Work within the Contract Times (or Milestones), whether or not caused by the OWNER. The CONTRACTOR may instead be granted an extension of the Contract Times for which the OWNER will not claim liquidated damages, provided that the hindrance or delay is beyond the control of the CONTRACTOR. An extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Contractor, or delays beyond the control of CONTRACTOR whether or not caused by the OWNER.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 **Notice of Defects:** Prompt notice of all **defective** Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All **defective** Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1 for inspections, tests or approvals covered by paragraph 13.5 below:

13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3 as otherwise specifically provided in the Contract Documents.

13.4.4 any and all retesting of soil necessitated by the CONTRACTOR's operations or inability to obtain specified density test results on the first attempt shall be the sole responsibility and costs of the CONTRACTOR to achieve required passing test results. Retesting required because of non-conformance to specified requirements shall be performed by the independent firm employed by the OWNER. Payment for retesting will be charged to the CONTRACTOR by deducting inspection, testing and administrative charges from the Contract Price.

13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER 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,** CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or

replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11.

OWNER May Stop the Work:

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

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all **defective** Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not **defective.** CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12 Correction Period:

13.12.1 If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall within seven calendar days after receiving notice from OWNER, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or if its has been rejected by OWNER, remove it from the site and replace it with WORK that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not within seven calendar days after receiving notice from OWNER comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3 Where **defective** Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for

an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of **defective** Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall play all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such **defective** Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, CONTRACTOR will pay an appropriate amount to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct **defective** Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's **defective** Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, claims, security interests, or encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. With each application for payment the CONTRACTOR shall submit a notarized waiver(s) of claim signed by the CONTRACTOR acceptable in form to the ENGINEER. The waiver of claim for payment for the work of the CONTRACTOR shall equal the amount of the previous payment distributed to the CONTRACTOR for work of the CONTRACTOR and the amount of the total previous payment distributed to the CONTRACTOR.

CONTRACTOR's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1 the Work has progressed to the point indicated.

14.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for

Unit Price Work under paragraph 9.10 and to any other qualifications stated in the recommendation), and

14.5.3 the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1 the Work is **defective**, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct **defective** Work or complete Work in accordance with paragraph 13.14, or

14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.3 inclusive.

In addition to the retainages set forth in the Contract Documents, the Owner may retain one hundred percent (100%) of all progress payments for any unsatisfactory performance of the Work and any payment recommended by the ENGINEER, including without limitation:

Defective work or failure to repair or replace defective work;

Claims filed against the CONTRACTOR, or reasonable evidence indicating probable filing of such claims;

Failure of the CONTRACTOR to make adequate or proper payments to subcontractors or suppliers for materials, equipment or labor;

Failure to obtain necessary permits or licenses, or to comply with applicable laws, ordinances, codes, or regulations, unless such noncompliance is due to reasons beyond the control of the CONTRACTOR, or due to act of the OWNER or and ENGINEER hired by the OWNER, or agents or employees thereof:

Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price then unpaid;

Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

Persistent failure to carry out the Work in accordance with the Contract Documents;

As a set off for amounts due the Owner on other items;

Collusion with other bidders in preparing the bid;

Actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.3 inclusive.

When the above reasons for withholding payment are removed and corrected to the OWNER's satisfaction, OWNER shall make payment to the CONTRACTOR of the sums withheld pursuant to this paragraph, subject to the amounts required to be retained by the Contract Documents.

Progress Payments to Suppliers and Subcontractors. The CONTRACTOR shall make partial payments of the amount due to each of the CONTRACTOR's suppliers and subcontractors in the same manner as the OWNER is required to pay the CONTRACTOR under Article 4 of the Agreement and Article 14 of the General Conditions, provided that the suppliers and subcontractors are performing to the CONTRACTOR's satisfaction. If the OWNER is notified that the CONTRACTOR is in arrears in payments to the CONTRACTOR's suppliers or subcontractors, the OWNER shall notify the CONTRACTOR and determine why such funds are being withheld. If the OWNER determines that no legitimate basis exists for the CONTRACTOR's withholding of such payments, the OWNER may, five (5) days after the mailing of written notice to the CONTRACTOR, make such payments directly to the CONTRACTOR's suppliers or subcontractors from funds which otherwise would be due the CONTRACTOR.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached

list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion. ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10 Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof land access thereto.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or **defective.** CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents. CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence satisfactory to the OWNER of the continuation of completed operations insurance and any insurance coverage written on a claims-made basis at final payment and one year thereafter; (ii) the consent of surety to final payment and that the performance bond shall remain in effect throughout the guarantee period; (iii) complete and legally effective claim releases signed by all suppliers and subcontractors in the form provided in the Contract Documents certifying that all outstanding claims for payment have been paid. The CONTRACTOR shall not receive final payment due under the Agreement until the CONTRACTOR obtains and files the foregoing items (i), (ii), and (iii).

14.12.1 LIENS. Colorado Statutes do not provide for any right of lien against public buildings. In lieu thereof, §38-26-107, Colorado Revised Statutes, as amended, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a CONTRACTOR until all such creditors have been put on notice by publication of such pending payment and given opportunity to stop payment to the CONTRACTOR in the amount of such claims. Pursuant to §38-26-107, C.R.S., any supplier may bring a suit and file a notice of lis pendens against the OWNER within ninety (90) days after the date set for final settlement. If any such supplier or person files any such claim and notice of lis pendens, the OWNER shall withhold retained amounts from final payments to the CONTRACTOR as are necessary to satisfy fully such claims. References to liens appearing in Article 14 shall be deemed as references to claims made pursuant to C.R.S §38-26-101 et seq. unless the context requires otherwise.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to

CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Upon receipt of the ENGINEER's recommendation for payment and the final Application for Payment, OWNER shall order the publication of Notice of Final Payment as required by C.R.S. §38-26-107(1) and shall make final payment in accordance with C.R.S. 38-26-107(3).

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15 The making and acceptance of final payment will constitute:

14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress

schedule established under paragraph 2.8 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR-'s tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3 for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4 for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to include the first and the last day of such period.

Notice of Claim:

16.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special

warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

16.5 Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

Interest:

16.6 In the event that any payment of interest is to be made pursuant to any provision of the Contract Documents, excluding any bid bond, labor and materials bond or performance bond entered into by the CONTRACTOR, interest shall be paid at the average rate earned by the City of Louisville on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

Third Parties:

16.7 The contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This paragraph shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.

Severability:

16.8 To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.

Equal Opportunity Employer:

16.9 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard for their race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

The CONTRACTOR shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any contract and with any contract entered by the OWNER.

SUPPLEMENTARY CONDITIONS

CONDITIONS OF THE CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Project Manual as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

1. GC-1 DEFINITIONS

A. Section 1.9.1, **CONTRACT DAY** of Article 1 of the General Conditions, delete the definition in its entirety and add the following language:

CONTRACT DAY - A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER observed holidays and Abnormal Weather days. Weekend and/or night work may be allowed with permission of the City with no additional cost to the project.

B. Section 1.41, **SUBSTANTIAL COMPLETION** of Article 1 of the General Conditions,

Add the following language:

The Work will not be considered suitable for Substantial Completion review until all project Bid Items and incidentals in the Work are completed and operational as designed, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining "punch list" work will be completed within **ten (10)** contract days after receipt of notification or as agreed upon following the date of issuance of Certificate of Substantial Completion.

2. GC-2 PRELIMINARY MATTERS

Add the following language to Section 2.3 of Article 2 of the General Conditions:

For work on arterial roadways and in commercial areas.

Lane Line Pavement Marking may occur between 8 PM and 7 AM - Provided two-way traffic is available and construction noise is controlled, unless otherwise approved.

3. GC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

A. Section 4.4, **REFERENCE POINTS,** of Article 4 of the General Conditions, delete the second paragraph in its entirety and add the following language: The OWNER shall not provide survey reference points, construction stakes, lines and grade for the work unless otherwise noted.

4. GC-6 CONTRACTOR'S RESPONSIBILITIES

A. **Labor, Materials and Equipment**, delete paragraph 6.3 in its entirety and insert the following:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work, or at night without OWNER's written consent given after prior written notice to ENGINEER. 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, or at night. Should the CONTRACTOR desire to work 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, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections 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, 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. Overtime and other incidental administrative expenses for Engineer's and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00

DESCRIPTION	HOURLY RATE
Operations Supervisor	$45.00
Operations Technician	$30.00
Clerical	$25.00
Vehicle	$15.00

ARTICLE 6 – Page 78, Permits:

a. Paragraph 6.13.3, add the following language:

"Right of Way Permit is required however the fee is waived for this project."

5. GC-12 CHANGES OF CONTRACT TIMES

A. Add the following language to Article 12 of the General Conditions:

12.4 EXTENSIONS OF TIME

a. The OWNER and CONTRACTOR are both aware that construction will be conducted during summer and fall and that variable weather conditions are typical for the site of the work.

b. The CONTRACTOR expressly agrees that the Contract Price is based on completion of the work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the work.

c. For purposes of evaluating requests for extensions of time due to abnormal weather conditions, the following conditions, and no others, will be considered unusually severe:

1) Precipitation volume exceeding the historical mean for the months of the construction period by more than one standard deviation.

2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.

d. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from Denver, as well as data available from the State Climatologist for the same areas.

e. The CONTRACTOR further agrees that should a request for time extension due to abnormal weather conditions, the CONTRACTOR shall submit all necessary historical and detailed daily data during the construction period to support the claim.

5. GC-13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Section 13.11, **CORRECTION OR REMOVAL OF DEFECTIVE WORK** of Article 13 of the General Conditions, add the following language:

Failure or neglect on the part of the ENGINEER to condemn unsatisfactory material or reject inferior workmanship will in no way release the CONTRACTOR, nor shall it be construed to mean the acceptance of such work, nor shall Final Acceptance bar the OWNER from recovering damages in case fraud was practiced, or for defective work resulting from the CONTRACTOR'S dishonesty.

Work done contrary to or regardless of the instructions of the ENGINEER, work done without lines, grade and/or cross section stakes and grades shown on the Plans or as given by the ENGINEER, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of the CONTRACTOR, and will not be measured or paid for by the OWNER. Any and all work so done may be ordered removed and replaced immediately at the CONTRACTOR'S expense.

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

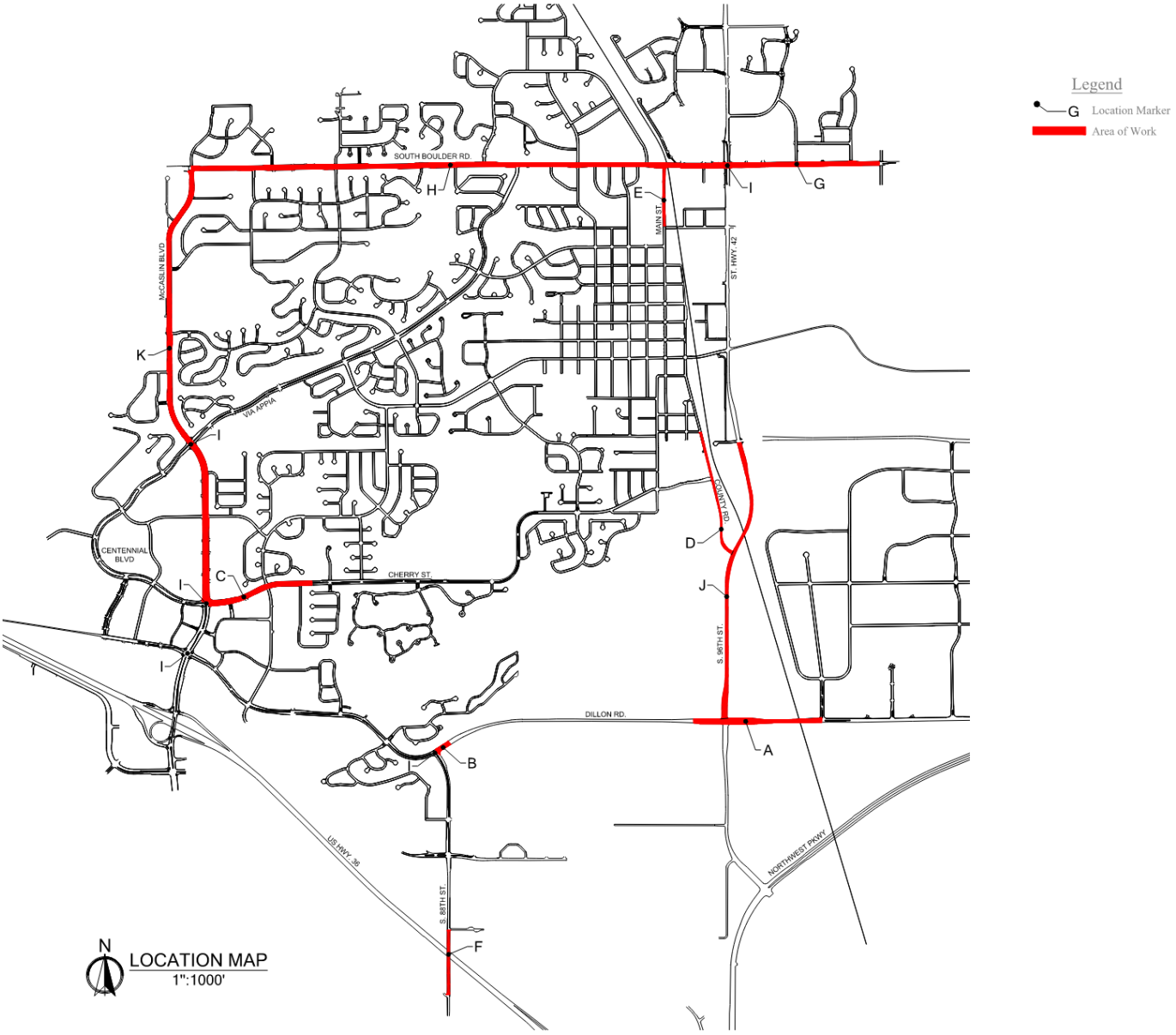
1.1.1 PROJECT NAME: 2025 Pavement Marking Project

1.1.2 PROJECT NUMBER: **301312-660311**
PROJECT LOCATION: Louisville, Colorado

1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work consists of furnishing and installing pavement marking paint, epoxy, thermoplastic pavement marking and traffic control on streets specified.

2025 Pavement Marking											
Map Location	Street Locations	Segment boundary		4" Single	4" Double	4" Edge	4" Skip White	4" Skip/Dotted White	4" Skip White	4" Skip White	Thermoplastic
		From	To	Yellow LF	Yellow LF	White LF	(10'-30') LF	(3'-9') LF	(2' - 6') LF	(2' - 4') LF	RR X'ing (ea)
	Dillon (East)	~560' W of 96th	Pierce Ave								
	~560' W of 96th				1090	2360	915		210		
A	Btw 96th and RR Crossing				2500	4630	1080		515		1
	E of RR Crossing				0	1010	0		300		2
	Totals				3590	8000	1995	0	1025	0	3
B											
	Dillon (West)	88th St	~380' E of 88th			1570	250			85	
	Cherry St	McCaslin Blvd	Powerline Trail x'ing								
C	E of Intersection				610		2950	980			1365	
	Wbound W Side						1600	790			450	
	Ebound W Side						1580	890			625	
	Totals				610		6130	2660	0	0	2440	
D											
	County Rd	Rex St	96th St			2285	4460				190	
E											
	Main St	S Boulder Rd	Griffith			1110						
F											w/ intersection
	88th St Bridge	Tape Dr	Promenade Dr			1250	2400				170	
	South Boulder (East)	CO42	X-walk E of Blue Star								
G	Ebound				150	195	2000	2840			150	
	Wbound					95	2315	2720			2640	
	Totals				150	290	4315	5560	0	0	2790	
	South Boulder (West)	McCaslin Blvd	CO42								
	CO42 to RR Tracks						3075	1930			685	
	RR Tracks to Garfield Ave						3060	2400			375	
H	Garfield Ave to Via Appia						2320	2040			335	
	Via Appia to Ridgeview						2800	3400			2890	
	Ridgeview to Washington Ave						3700	3000			1010	
	Washington Ave to McCaslin						4755	5280			3475	
	Totals			0	0		19710	18050	0	0	8770	
	Intersection Ext. (LTLs)										
	S Boulder Rd & CO42									500		
I	McCaslin Blvd & Dillon Rd									500		
	McCaslin & Cherry									125		
	McCaslin & Via Appia									125		
	Dillon Rd & 88th St									125		
	Totals									1375		
	96th/Courtesy Rd	Lock St	Dillon Rd								
J	Lock St. to County Rd					4330	5430				270	
	County Rd. to Innovation Dr					3310	4330	330			530	
	Innovation Dr. to Dillon Rd.					2600	3745	1720			1065	
	Totals			0	10240	13505	2050	0	0	1865	
	McCaslin Blvd	Dillon Rd	South Boulder Rd								
	S Boulder Rd to Alder St			0	0	3935	3375			360	
	Alder St to Washington Ave			0	0	2465	2230			220	
K	Washington Ave to Via Appia			0	0	4260	4085			1060	
	Via Appia to Century Dr			0	0	2950	4700			645	
	Century Dr to Cherry St			0	0	3805	5550	150		465	
	Cherry St to Dillon Rd			0	0	2600	3210			865	
	Totals			0	0	20015	23150	150	0	3615	
			TOTAL (LF)	760	18765	80105	53715	150	2400	19925	3
			TOTAL (SF)	251	12573	26435	4431	12	198	2170	198



LOCATION MAP

SECTION 01025

MEASUREMENT AND PAYMENT

1.1 GENERAL

A. Measurement and payment criteria applicable to (portions of) the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Measurement methods delineated in the individual specification sections complements the criteria of this section. (In the event of conflict, the requirements of the individual specification section govern.)

B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit/lump sum prices contracted.

C. If the actual Work requires a change that is equal to an increase or decrease that is 25 percent (25%) or more of the Bid Price, then the Owner or Contractor may claim for a Contract Price adjustment.

1.3.1 LUMP SUM SCHEDULES

A. There will be no measurement for lump sum items included in the lump sum schedule.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by volume: Measured by cubic dimension using mean length, width and height or thickness.

B. Measurement by area: Measured by square dimension, using mean length and width or radius.

C. Linear measurement: Measured by linear dimension, at the item centerline or mean chord.

D. Measurement by weight: The term "ton" will mean the short ton consisting of 2000 pounds avoirdupois.

Materials measured or proportioned by weight shall be weighed on accurate scales. Scales shall be accurate within the allowable tolerances as prescribed by State law. The scales shall be sealed by the measurement Standards Section of the Colorado Department of Agriculture at least once each year, each time the scales are relocated, and as often as the Engineer may deem necessary. Scales shall be furnished by the Contractor or the contractor may utilize commercial scales.

Scales shall be operated according to the Colorado Department of Agriculture's regulations. Weighers, scales, scale tickets, scale house, and verification of the scales' accuracy will not be measured and paid for separately, but shall be included in the work.

The Contractor may use either certified hopper scales or certified platform scales.

When platform scales are used to weigh vehicles carrying material paid for by weight, each vehicle shall be weighed by a certified weigher. Hopper scales used to directly measure material paid for by weight shall be operated by certified weighers and provide an accurate net weight.

The operator of each vehicle carrying material measured and paid for by weight shall obtain a scale ticket (certificate of correct weight) from the certified weigher and deliver the ticket to the Engineer at the point of delivery of the material.

The scale ticket shall include the following information:

1. Project Number
2. Date
3. Ticket Number
4. Haul Unit Number
5. Gross weight
6. Tare Weight
7. Net Weight
8. Material Type
9. Certified Weigher's Name

1.5 PAYMENT

A. Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.

2.0 PRODUCTS - Not used

3.0 EXECUTION - Not Used

SECTION 01091

REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations, which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.

B. Standards listed herein are included in the Contract Documents by this reference, and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.

C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.

D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.

E. Inclusion of reference standards herein does not make the Engineer an agent of the publishing agency, nor does it obligate the Engineer to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 2002

M103 --	Mild to medium strength carbon-steel castings for general application
M105 --	Gray iron castings
M111 --	Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
M183 --	Structural steel
T166 --	Bulk specific gravity of compacted bituminous mixtures

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)
P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

ACI 211.1-	Standard practice for selecting proportions for normal, heavyweight, and mass concrete
ACI 211.2-	Standard practice for selecting proportions for structural lightweight concrete
ACI 301 -	Specifications for structural concrete for buildings
ACI 304 -	Recommended practice for measuring, mixing, transporting, and placing concrete
ACI 304.2R-	Placing concrete by pumping methods
ACI 305R-	Hot weather concreting
ACI 306R-	Cold weather concreting
ACI 315 -	Details and detailing of concrete reinforcement
ACI 318 -	Building codes requirements for reinforced concrete Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
ACI 347 -	Recommended practice for concrete formwork
ACI SP-66-	ACI detailing manual (synopsis)

3.1.9 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

ASTM A27-	Specification for steel castings, carbon, for general application
ASTM A36-	Standard specification for structural steel
ASTM A48-	Specification for gray iron castings
ASTM A53-	Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
ASTM A82-	Specifications for steel wire, plain, for concrete reinforcement.
ASTM A120-	Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses

ASTM A123-	Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
ASTM A185-	Specifications for steel welded wire, fabric, plain, for concrete reinforcement
ASTM A283-	Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
ASTM A307-	Specification for carbon steel externally threaded standard fasteners
ASTM A325-	Specification for high-strength bolts for structural steel joints
ASTM A366-	Specification for steel, carbon, cold-rolled sheet, commercial quality
ASTM A416-	Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
ASTM A421-	Specification for uncoated stress-relieved wire for pre-stressed concrete
ASTM A446-	Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality
ASTM A490-	Specification for heat-treated, steel structural bolts, 150 ksi (1035 map) tensile strength
ASTM A500-	Specification for cold-formed welded and seamless carbon steel structural tubing in rounds and shapes
ASTM A501-	Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525-	Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526-	Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536-	Specification for ductile iron castings
ASTM A568-	Specification for general requirements for steel, carbon and high-strength low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570-	Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572-	Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588-	Specification for high-strength low-alloy structural steel with 50 ksi (345MPa) minimum yield point to 4 inches thick
ASTM A611-	Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615-	Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663-	Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775-	Specification for epoxy-coated reinforcing steel bars
ASTM B32 -	Specification for solder metal
ASTM B88 -	Specification for seamless copper water tube
ASTM B209-	Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221-	Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31 -	Methods of making and curing concrete test specimens in the field
ASTM C33 -	Specification for concrete aggregates

ASTM C36 -	Specification for gypsum wall board
ASTM C39 -	Test method for compressive strength of cylindrical concrete specimens
ASTM C42 -	Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67 -	Method of testing brick and structural clay tile
ASTM C76 -	Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79 -	Test method for gypsum sheathing board
ASTM C94 -	Specification for ready mixed concrete
ASTM C109-	Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110-	Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136-	Method for sieve analysis of fine and coarse aggregates
ASTM C138-	Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140-	Method of sampling and testing concrete masonry units
ASTM C143-	Test method for slump or portland cement concrete
ASTM C144-	Specification for aggregate for masonry mortar
ASTM C150-	Specification for portland cement
ASTM C171-	Specification for sheet materials for curing concrete
ASTM C172-	Method of sampling fresh concrete
ASTM C173-	Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207-	Specification for hydrated lime for masonry purposes
ASTM C231-	Test method for a content of freshly mixed concrete by the pressure method
ASTM C260-	Specification for air entraining admixtures for concrete
ASTM C270-	Specification for mortar for unit masonry
ASTM C309-	Specification for liquid membrane-forming compounds for curing concrete
ASTM C330-	Specification for lightweight aggregated for structural concrete
ASTM C425-	Specification for compression joints for vitrified clay pipe and fittings
ASTM C476-	Specification for grout for masonry
ASTM C478-	Specification for precast reinforced concrete manhole sections
ASTM C494-	Specification for chemical admixtures for concrete
ASTM C506-	Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507-	Specification for reinforced concrete elliptical culvert, storm drain, or sewer pipe
ASTM C578-	Specification for performed, cellular polystyrene thermal insulation
ASTM C612-	Specification for mineral fiber block and board thermal insulation
ASTM C630-	Specification of water-resistant gypsum backing board
ASTM C641-	Test method for staining materials in lightweight concrete aggregates

ASTM C645-	Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665-	Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672-	Test method for scaling resistance of concrete surfaces exposed to deicing chemicals
ASTM C700-	Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726-	Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803-	Test method for penetration resistance of hardened concrete
ASTM C805-	Test method for rebound number of hardened concrete
ASTM C828-	Recommended practice for low-pressure air test of vitrified clay pipe lines
ASTM C834-	Specification for latex sealing compounds
ASTM C920-	Specification for elastomeric joint sealants
ASTM C936-	Specification for solid concrete interlocking paving units
ASTM D41 -	Specification for asphalt primer used in roofing and waterproofing
ASTM D312-	Specification for asphalt used in roofing
ASTM D422-	Test method for particle size analysis of soils
ASTM D448-	Specification for standard sizes of coarse aggregate for highway construction
ASTM D698-	Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb. rammer and 12 inch drop
ASTM D1188-	Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227-	Specification for emulsified asphalt used as a protective coating for built-up roofing
ASTM D1556-	Test method for density of soil in place by the sand-cone method
ASTM D1557-	Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb. rammer and 18 inch drop
ASTM D1559-	Test method for resistance to plastic flow of bituminous mixtures using marshal apparatus
ASTM D1667-	Specification for flexible cellular materials - vinyl chloride polymers and copolymers (closed-cell vinyl)
ASTM D1751 -	Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient bituminous types)
ASTM D1752-	Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784-	Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785-	Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80 and 120
ASTM D2000-	Classification for rubber products in automotive applications
ASTM D2167-	Test method for density of soil in place by the rubber-balloon method

ASTM D2172-	Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178-	Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216-	Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241-	Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287-	Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487-	Test method for classification of soils for engineering purposes
ASTM D2564-	Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729-	Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855-	Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898-	Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922-	Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950-	Test method for density of bituminous concrete in place by nuclear method
ASTM D3017-	Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034-	Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909-	Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253-	Test method for maximum index density of soils using a vibratory table
ASTM D4254-	Test methods for minimum index density of soils and calculation of relative density
ASTM D4318-	Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397-	Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84 -	Test method for surface burning characteristics of building materials
ASTM E96 -	Test methods for water vapor transmission of materials
ASTM E136-	Test method for behavior of materials in a vertical tube furnace at 750^{o}C
ASTM E283-	Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329-	Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331-	Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605-	Test method for thickness and density of sprayed fire-resistive material applied to structural members

ASTM E759- Test method for effect of deflection of sprayed fire-resistive material applied to structural members

ASTM E760- Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members

ASTM E761- Test method for compressive strength of sprayed fee-resistive material applied to structural members

ASTM E859- Test method for air erosion of sprayed fire-resistive material applied to structural members

ASTM F567- Practice for installation of chain link fence

ASTM F679- Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

3.1.3 AMERICAN WATER WORKS ASSOCIATION (AWWA):
6666 W. Quincy Ave., Denver, CO 80235
(303) 794-7711

Specifications and Test Methods Specifically Referenced Herein.

3.1.4 PORTLAND CEMENT ASSOCIATION (PCA)
5420 Old Orchard Road, Skokie, IL 60077
(312) 966-6200

Design and Control of Concrete Admixtures.

3.1.5 CITY OF LOUISVILLE
Department of Public Works - Engineering Division
749 Main Street
Louisville, Colorado 80027
(303) 335-4608

Design and Construction Standards, 1994 Edition

3.1.6 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

4201 E. Arkansas Avenue, Denver, CO 80222
(303) 757-9011

Standard Specification for Road and Bridge Construction, 2005 Edition.

- END OF SECTION -

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This section contains a summary of submittals required by the Contract Documents, and establishes the general procedures and requirements for submittals.

B. Submittals covered under this section include, but are not necessarily limited to, schedules, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by the Contractor or any subcontractor, manufacturer, or supplier, to illustrate some portion of the work.

1.1.2 RELATED WORK: Specific requirements for submittals are included in the individual specification sections.

1.2 REFERENCES:

1 .2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of Division 1 sections apply to this section.

1.3 DEFINITIONS:

1 .3.1 PRODUCT DATA: As used herein, the term "product data" includes standard printed information published by the manufacturer describing materials, products, systems, and installation instruction not specifically prepared for this project, other than designation of selections from among available choices printed.

1.3.2 SHOP DRAWINGS: As used herein, the term "shop drawings" includes specially prepared technical data forms including drawings, diagrams, performance curves, data sheets, schedules templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for application to more tan one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.

1 .3.3 SAMPLES: As used herein, the term "samples" includes fabricated and unfabricated physical examples of materials, products, and units of work; as complete units or smaller

portions of units of work; either for limited visual inspection or, where in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site of off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA: As used herein, the term "miscellaneous data" means various documents related directly to the work, including project photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4 QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of the Contractor's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

1.4.2 PERFORMANCE: Promptly check each submittal for accuracy, completeness, and applicability, and review, approve, and submit - in sequence according to the submittal schedule so as to cause no delay in the work or in the work of the OWNER or any separate Contractor - all submittals required by the Contract Documents. Identify each submittal to include name of project, specification section, supplier, source, finish, and location of use in the project.

1.4.3 VERIFICATION:

A. By making a submittal to the ENGINEER, the Contractor represents that he has approved such submittals and has determined and verified:

1. The applicability of the submittal to the project,
2. all quantities and sizes of materials, detailed fabricating dimensions, temporary erection connections or closures, tolerances and the proper fit and mating with adjacent materials,
3. related field measurements and field construction criteria, and
4. information pertaining to fabrication process and techniques of construction and erection.

B. The Contractor further represents that he has checked and coordinated information contained within such submittal with requirements of the work and of the Contract Documents.

1.4.4 RESPONSIBILITY: The Contractor shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by the Engineer review of submittals, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission, and the Engineer has taken no written exception to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in submittals by the Engineer's review of or action upon such submittals.

1.4.5 SUBMITTAL VALIDITY: Submittals submitted which are not required to be submitted or are submitted without the Contractor's approval will not be processed by the Engineer, but will be returned to the Contractor for his compliance with Contract Document requirements, in which event it shall be deemed that the Contractor has not complied with requirements of the Contract Documents, and the Contractor shall bear responsibility for all delays as if no submittals had been submitted.

1.4.6 COMMENCEMENT OF WORK: No portion of the work requiring submittals shall be commenced until submittals have been acted on by the Engineer. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to the Engineer prior to commencement of project construction**.

1.5 GENERAL SUBMITTAL REQUIREMENTS:

1.5.1 SCHEDULING: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, sub Contractors, and in the progress schedule), show principal work-related submittal requirements and time schedules for coordination and integration of submittal activity with related work.

1.5.2 COORDINATION AND SEQUENCING: Coordinate preparation and processing of submittals with performance of work so that the work will not be delayed by submittals. coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed by coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

1.5.3 PREPARATION OF SUBMITTALS: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it form other submittals. Show evidence of Contractor's review by clearly exhibiting check marks and stamped approval marking acceptance, and provide space for the Engineer's and Engineer's consultant's review or action marking. Package each submittal appropriately for transmittal and handling.

1.5.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: Except as otherwise indicated in individual specifications sections, comply with general requirements specified herein for each indicated submittal category. Furnish and process intermediate submittals, where required between initial and final, similar to initial submittals(s).

1.5.5 PROGRESS SCHEDULE: Refer to supplementary conditions for progress schedule requirements.

1.5.6 DAILY REPORTS: Furnish copies of each daily report prepared by the Contractor's Project Superintendent to the Engineer and the OWNER "Transmit reports on a daily basis.

1.5.7 SHOP DRAWINGS:

A. Furnish newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer (firm name) indicated thereon. Affix seal of Contractor's or fabricator's design Engineer where applicable. Show all dimensions, and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements.

B. Where shop drawings are normally required, and where specifically called for in the specifications, submit to the Engineer four (4) blueline or blackline prints of each shop drawing and/or schedule required. Two prints will be returned.

C. Subsequent submittal(s) if required for correction or confirmation of corrective items shall be same as initial submittal except as otherwise requested by Engineer or specified in conditions of the contract.

D. Shop drawings and schedules will be reviewed for general conformance with the design concept contained within the Contract Documents.

E. Do not allow shop drawing copies into field without appropriate final markings by Engineer.

1.5.8 PRODUCT DATA:

A. Collect required data into one submittal for each unit of work or system. Mark each copy in a legible and reproducible manner to show which choices and options are applicable to the project; "highlighting" with colored markers not acceptable. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.

B. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract Documents has been confirmed by Contractor. Submittals of product data are for information and record, unless otherwise indicated.

C. The initial submittal will be the only submittal required unless returned promptly by the Engineer, marked with an action which indicated an observed noncompliance. Submit 4 copies, each marked or labeled with project name, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Provide sufficient space

for Engineers action stamp. The Engineer will retain two copies for himself and return the rest.

D. Do not proceed with installation of materials, products, or systems, until a copy of applicable product data is in the possession of the installer.

E. Maintain one set of product data for each submittal at the project site.

1.5.9 PUBLISHED STANDARDS: Where submittal of published standards is required, except where specified integrally with "Product Data" submittals, submit a single copy for the Engineers use. Where workmanship at the project site and elsewhere is governed by published standards, furnish additional copies to fabricators, installers and others involved in performance of the work.

1.5.10 CONSTRUCTION PHOTOGRAPHS: Unless otherwise provided in the Contract Documents, the OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS (Not Used)
(Not Used)

PART 3 - EXECUTION

3.1 SCHEDULES:

3.1.1 SUBMITTAL SCHEDULE: The following scheduled is included as a checklist for convenience only, and may not include all submittals required. Failure to include submittals in this schedule does not relieve the Contractor from providing submittals if required by individual specification sections.

Section Number/Title		Submittals Required
General Requirements		
01700	Contract Closeout	Record documents, Certificates of Compliance, Certificates of Inspection, Warranties, Guaranties, Bonds, Insurance Certificates, Consent of Surety, Releases of Liens, List of subcontractors and suppliers Acknowledgment of date of commencement of warranties and guaranties.
Section Number/Title		Submittals Required
Technical Specifications		
Section	Title	Submittals Required
02580	Pavement Marking	Product Data, Test Reports, Certificates of Compliance
02600	Construction Zone Traffic Control	Method for Handling Traffic (MHT)

- END OF SECTION –

SECTION 01410

TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.

B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by the OWNER.

C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK: Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve the Contractor from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY: The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without the Engineers written consent.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of other Division 1 Sections apply to this Section.

1.2.2 REFERENCE STANDARDS: Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

1.3.2 CODE COMPLIANCE TESTS AND INSPECTIONS: Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

3.1.1 ACCESS TO THE WORK: Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

- END OF SECTION -

SECTION 01500

TEMPORARY FACILITIES, CONTROLS AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

A. General conditions, supplementary conditions, and applicable provisions of other Division 1 sections apply to this section.

B. Section 01550 Construction Zone Traffic Control.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

2.1.1 STORAGE STRUCTURES: Provide enclosed, weather tight storage facilities for materials and equipment, which require protection from the elements.

2.1.2 FENCES AND BARRICADES:

A. In the remaining work areas and streets provide traffic control devices as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of work place.

B. Maintain temporary fences, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

2.1.3 CONSTRUCTION STAGING

A. The Contractor will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

2.1.4 STORAGE OF MATERIALS/EQUIPMENT ETC.

A. CONTRACTOR shall be allowed to park any vehicles (including worker's personal vehicles) or equipment in on-street parking spaces that are open to traffic.

B. No construction trailers or storage yards will be allowed in the work area and neighborhood. Contractor shall locate trailer/storage yard subject to approval of ENGINEER.

2.3 TEMPORARY CONTROLS

A. Noise Control. Equip construction machinery and vehicles with practical sound and muffling devices and operate in a manner to minimize noise consistent with efficient performance of the work.

B. Dust Control.

1. Take reasonable measures to prevent unnecessary dust.

C. Pollution Control.

1. Prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities.

2. Retain all spent oils, hydraulic fluids and other petroleum fluids in containers for disposal off the site.

3. Do not perform equipment maintenance or fueling within 50 feet of any water course.

2.4 OTHER TEMPORARY SERVICES:

2.4.1 CLEANING:

A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris to legal dump or landfill is required daily as a minimum.

B. The CONTRACTOR shall at his/her own expense clean up and removed all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by the ENGINEER, the work may be done by the OWNER and the cost thereof be charged to the CONTRACTOR and deducted from his/her final estimate.

2.4.2 OWNER MAINTAINED FACILITIES:

A. During construction activities including but not limited to Crack Sealant, CONTRACTOR shall protect from damage all OWNER maintained facilities.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

3.1.1 TEMPORARY STRUCTURES: Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.

3.1.2 REMOVAL OF TEMPORARY FACILITIES: Remove temporary facilities and structures from the site as soon as practicable or when no longer required by the Contractor or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 Temporary Facilities and Controls and Services will not be paid for separately but shall be included in the work

- END OF SECTION -

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: This section includes administrative procedures and closeout submittals required at substantial completion and final completion of the work.

1.1.2 RELATED WORK: Additional specific requirements are specified in the various sections of these specifications.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of these specifications apply to this section.

1.3 DEFINITIONS:

1.3.1 CONTRACT CLOSEOUT: Contract close-out is defined to include general administrative requirements near the end of the contract time, in preparation for final acceptance, final payment, normal completion of the contract, occupancy by Owner, and similar actions evidencing completion of the work. Time of close-out is directly related to substantial completion, and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.4 SUBMITTALS

1.4.1 RECORD DOCUMENTS - GENERAL:

A. Additional or specific requirements for record documents are indicated in individual sections of these specifications.

B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location.

C. Provide access to record documents for Engineer's or Owner's reference during normal working hours.

D. Review record documents for progress and accuracy at regularly scheduled job progress meetings.

E. Upon completion of mark-up, submit record documents to the Engineer for the Owner's records.

1.4.2 RECORD DRAWINGS (FIELD SET):

A. Maintain at the project site during the course of the work a white print set (blueline or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially form the work as originally shown.

B. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at corresponding locations on the contract drawings.

C. Mark changes or deviations with red erasable pencil. Where feasible, use other colors to distinguish between variations in separate categories of work.

D. Record new information, which is recognized to be of importance to the Owner, but was not shown on either the contract drawings or shop drawings. "Give particular attention to concealed work which would be difficult to measure and record at a later date. Note related change order of field order numbers where applicable.

E. Record all deviations in sizes, locations, or other features of work from the Contract Documents. It shall be possible, using these drawings, to correctly and easily locate, identity, and establish sizes of all piping, directions of flow, and other features of the work which will be concealed in finished work or underground.

F. Establish locations of concealed and underground work by accurate dimensions to column lines or permanent walls, locating all bends or turns, and properly referencing invert elevations and rates of fall.

G. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each set.

1.4.3 FINAL RECORD DRAWINGS (AS-BUILTS):

A. Submit the final marked-up field copy of record drawings to the Engineer for review and approval.

1.4.4 RECORD SPECIFICATIONS:

A. Maintain one copy of specifications, including addenda, change orders, and similar modifications issued in printed form during construction. Mark up variations of substance in actual work in comparison with text of specifications and modifications as issued.

B. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.

C. Note related record drawing information and product data where applicable.

D. Label record specifications with the words "RECORD COPY" and the date submitted, stamped or neatly printed in block letters on the cover.

1.4.5 OTHER DOCUMENTS: Submit the required number of the following additional documents, which may be required by the various specification sections:

1) Certificates of Compliance with applicable reference standards.
2) Certificates of Inspection or other evidence of compliance with governmental agencies or authorities having jurisdiction over the work.
3) Warranties, Guarantees, and Bonds.
4) Certificates of Insurance for products and completed operations.
5) Written consent of surety.
6) Evidence of payment and release of liens for subcontractors, suppliers, and other goods and services (Claims Release Forms).
7) Certificate of Substantial Completion form signed by Contractor accepting the date of substantial completion.
8) Final Inspection report signed by Contractor.
9) Certificate of Final Completion signed by the CONTRACTOR acknowledging the date of final completion.
10) Operations and maintenance manuals as required.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PREREQUISITES:

3.1.1 FINAL COMPLETION: Prior to requesting the City's final observation for certification of final acceptance and payment, as required by the general and supplemental conditions, complete the following:

1) Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. List known exceptions to final completion of the work, if any, in the request.

2) Submit updated final statement, accounting for additional changes to contract sum.

3) Submit certified copy of final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

4) Submit written consent of surety.

6) Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

- END OF SECTION -

SECTION 02580

PAVEMENT MARKING

1.0 SCOPE OF WORK

2.0 MATERIALS

3.0 EXECUTION OF WORK

4.0 MEASUREMENT OF PAYMENT

5.0 BASIS OF PAYMENT – PAVEMENT MARKING

1.0 SCOPE OF WORK

This work consists of furnishing and applying pavement marking, and furnishing, installing, and removing temporary pavement marking in accordance with these specifications, Standard Specifications for Road and Bridge Construction Section 627, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown on the plans or established.

2.0 MATERIALS

2.1 Glass Beads for Traffic Markings. Glass beads for traffic paint shall conform to AASHTO M 247, Type 1 or Type 2, non-floatation grade.

Glass beads for Thermoplastic Pavement Marking and Epoxy Pavement Marking shall conform to AASHTO M 247, Type 1. Glass beads for epoxy pavement marking shall be silicon treated to meet the requirements of AASHTO M247.

2.2 Epoxy Pavement Marking Material. Only epoxy pavement marking material that is on the CDOT's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by certified test report (CTR). The CTR shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

2.2.1 *Formulation.* Epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.

2.2.2 *Composition.* The component A of both white and yellow shall be within the following limits:

	White	**Yellow**
Pigments	Min % by weight 18% Titanium Dioxide, (ASTM D 476, Type II)	% by weight 21-27%
Epoxy Resin	75-82%	73-79%

The pigment for yellow epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazard waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

2.2.3 *Epoxide Number*. The epoxy number of the epoxy resin shall be 0.38 ± 0.05 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.

2.2.4 *Amine Number*. The amine number on the curing agent (component B) shall be 410 ± 50 per ASTM D2071.

2.2.5 *Toxicity*. Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.

2.2.6 *Color and Weather Resistance*. The mixed epoxy compound, both white and yellow, when applied to 3 inch x 6 inch aluminum panels at 15 ± ½ mils of thickness with no glass beads and exposed in the Q.U.V. Environmental Testing Chamber as described in ASTM G 154, shall conform to the following minimum requirements. (The test shall be conducted for 75 hours at 122° F, 4 hours humidity, and 4 hours U.V., in alternating cycles. The prepared panels shall be cured at 77° F for 72 hours prior to exposure.) The color of the white epoxy system shall not be darker than Federal Standard No. 595B-17778. The color of the yellow epoxy system shall conform to Federal Standard No. 595B-13538. The gloss values of both samples shall not be less than 70° after the test.

2.2.7 *Drying Time*. The epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73° F and above.

2.2.8 *Curing*. The epoxy material shall be capable of fully curing under the constant surface temperature condition of 25° F and above.

2.2.9 *Adhesion to Concrete*. The catalyzed epoxy pavement marking material, when tested according to ACI Method 503, shall have such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test.

2.2.10 *Hardness*. The epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a Shore D Hardness between 75 and 100. Samples shall be allowed to cure at room temperature, 75 ± 2° F for minimum of 12 hours and a maximum of 48 hours prior to performing the indicated test.

2.2.11 *Abrasion Resistance*. The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 70. The tests shall be run on cured samples of material which have been applied at film thickness of 15 ± ½ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75± 2° F for a minimum of 12 hours and a maximum of 48 hours prior to performing the indicated tests.

2.2.12 *Tensile Strength.* When tested according to ASTM D 638, the epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of ¼" per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75± 2° F) for a minimum of 12 hours and a maximum of 48 hours prior to performing the indicated tests.

2.2.13 *Compressive Strength.* When tested according to ASTM D 695, the catalyzed epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2° F for minimum of 12 hours and a maximum of 48 hours prior to performing the indicated test. The rate of compression of these samples shall be no more than ¼ inch per minute.

2.3 Thermoplastic Marking Material. Thermoplastic marking material shall conform to AASHTO M 249 except for the following:

2.4.1 In paragraph 3.1.2 of the AASHTO specifications, delete the first two sentences and replace with the following:

The material manufacturer shall have the option of formulating the material according to its own specifications. However, the binder shall be composed of alkyd resins wherein a minimum of 70 percent (by weight) of the binder shall be maleic modified glycerol ester of rosin. The physical and chemical properties contained in this specification shall apply regardless of the type of formulation used.

2.4.2 In paragraph 4.3 of the AASHTO specifications, add the following physical characteristics:

The infra-red spectra of the extracted binder will be compared to the characteristic absorption bands of maleic modified glycerol ester of rosin.

2.4.3 In paragraph 6.1 of the AASHTO specifications, delete the second sentence and replace with the following:

The containers of thermoplastic material shall weigh approximately 50 pounds.

2.5 Preformed Thermoplastic Material

2.5.1 General - Preformed Thermoplastic marking shall be composed of aggregates, pigments, binders and glass beads, and shall conform to AASHTO designation M 249 with the exception of the relevant differences due to the fact that the material is supplied in a preformed state. The material shall be either alkyd, hydrocarbon, or ester modified resin based.

2.5.2 Physical Requirements:

Graded Glass Beads - The material shall contain a minimum of 30 percent graded glass beads by weight. The beads shall be clear and transparent. Twenty percent or less shall consist of irregular, fused spheroids, or silica. The refractive index shall be at least 1.50.

Pigments - White-Sufficient titanium dioxide pigment shall be used to insure a color similar to Federal Highway White, Color Number 17886, conforming to Federal Standard 595. Yellow-Sufficient yellow pigment shall be used to insure a color similar to Federal Highway Yellow, Color Number 13655, conforming to Federal Standard 595. The yellow pigment shall be organic and contain no lead chromate.

Skid Resistance - The surface of the performed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.

Thickness - The material shall be supplied at a minimum thickness of 125 mils.

Environmental Resistance - The preformed thermoplastic material shall be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt and adverse weather conditions.

3.0 EXECUTION OF WORK

3.1 GENERAL

All pavement marking shall be placed in accordance with the following requirements. When the term “full compliance” is used, it means the pavement markings shall meet the requirements of these documents.

3.1.1 Temporary pavement markings and control points for the installation of those pavement markings for roadways that are being constructed under traffic shall be as follows:

3.1.1.1 Markings applied to a final surface shall not leave a scar that conflict with permanent markings.

3.1.1.2 The following criteria apply to all construction on roadways open to traffic other than 3.1.1.1 above.

Control points, 4-inch by 1-foot marks at 40-foot intervals, are guide markers for the installation of temporary markings, full compliance markings, or both and will not be used as a substitute for temporary markings.

Temporary broken line (lane lines) pavement markings shall be installed and maintained and shall be at least 4-feet long with a maximum gap of 36 -feet.

Temporary solid line (channelization) pavement markings shall be installed and maintained and shall be 4-inches wide minimum.

Temporary edge lines are not required unless specified on the plans. Control points for edge lines shall not be established unless full compliance final edge lines are to be placed the same day.

Temporary centerline pavement markings for no-passing zones shall be full compliance and shall be placed daily.

Temporary pavement markings shall be installed according to the manufacturer's recommendations in such a way that the markings adequately follow the desired alignment.

3.1.2 Control points, temporary pavement markings will not be paid for separately but shall be included in the work.

3.2 PERMANENT PAVEMENT MARKING WITH PAINT

Striping shall be done when the air and pavement temperatures are at least 40° F. The pavement surface and weather conditions shall be conducive to satisfactory results.

Equipment shall be capable of painting a reasonably clean-edged stripe of the designated width ± ¼-inch and shall have a bead dispenser directly behind, synchronized with the paint applicator. For centerlines and lane lines, an automatic skip control shall be used that will paint a stripe with a gap as shown on the plans. Machines having multiple applicators shall be used for centerlines with "no passing zones". In areas where machines are not practical, suitable hand-operated equipment shall be used. Stripes shall be protected until dry.

Paint and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Paint	
	MINIMUM	MAXIMUM
Paint:	100 sq. ft.	110 sq. ft.
Beads:	5 lbs. 13 oz.	6 lbs. 3. oz

3.3 EPOXY PAVEMENT MARKING

The epoxy pavement marking compound shall be applied with equipment that will

precisely meter the two components in the ratio given in this section. The equipment shall automatically shut off or warn the operator if one component is not being mixed. The equipment shall produce the required amount of heat at the mixing head and gun tip to provide and maintain the temperatures specified.

Before mixing, the individual components A and B shall each be heated to a temperature of 80 to 140° F. After mixing, the application temperature for the combined material at the gun tip shall be 80° to 140° F. The 140° F upper limit is the maximum temperature under any circumstances.

The surface areas of new portland cement concrete pavement and decks that are to receive markings shall be sandblasted prior to placement of the epoxy pavement marking. The amount of sandblasting shall be sufficient to remove all dirt, laitance, and curing compound residue.

The surface areas of new asphalt pavement, existing asphalt pavement, and existing concrete pavement that are to receive markings shall be cleaned with a high pressure air blast to remove loose material prior to placement of the epoxy pavement marking. Should any pavement become dirty, from tracked mud etc. as determined by the Engineer, it shall be cleaned prior to the placement of the epoxy pavement marking.

When recommended by the epoxy manufacturer, a high pressure water blast integrated into the gun carriage shall be used to clean the pavement surface prior to epoxy pavement marking application. The water blast shall be followed by a high pressure air blast to remove all residual water, leaving only a damp surface.

Epoxy pavement marking shall be applied to the road surface according to the epoxy manufacturer's recommended methods at 15 mils minimum thickness. Glass beads shall be applied into the epoxy pavement marking by means of a pressurized bead applicator at a rate of ¼ pound per square foot, 25 pounds per gallon minimum.

Epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Paint	
	MINIMUM	MAXIMUM
15 mil marking:	100 sq. ft.	110 sq. ft.
Beads:	25 lbs.	

3.4 THERMOPLASTIC PAVEMENT MARKING

3.4.1 *Equipment-General.* The material shall be applied to the pavement by an extrusion method wherein one side of the shaping die is the pavement and the other three sides are contained by, or are part of suitable equipment for heating, mixing, and controlling the flow of the material.

The equipment shall be constructed to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die shall be so constructed as to prevent accumulation and clogging. All parts of the equipment, which come in contact with the material, shall be easily accessible and exposable for cleaning and maintenance.

All mixing and conveying parts up to and including the shaping die, shall maintain the material at the plastic temperature.

The equipment shall be so constructed as to assure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons or similar appliances, which the die overruns will not be permitted under this specification.

Beads for the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the applicator in such manner that the beads are dispensed almost instantly upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control synchronized with the cutoff of the thermoplastic material.

The equipment shall be so constructed as to provide for varying die widths to produce varying widths of traffic markings.

The equipment shall be so designed to permit agitation of the material to prevent scorching, discoloration or excessive high temperatures of any part of the material.

A special kettle shall be provided for melting and heating the composition. The kettle shall be equipped with an automatic thermostatic control device so that heating can be done by controlled heat transfer liquid rather than direct flame.

The applicator and kettle shall be so equipped and arranged as to satisfy the requirements of the National Fire Underwriters.

The equipment shall be so equipped as to permit preheating of the pavement immediately prior to application of the material.

The applicator shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.

3.4.2 *Types of Equipment*

Portable Applicator. The portable applicator shall be a device typically used for painting crosswalk lines, stop bars, short lane lines and short center lines. The applicator shall be easily maneuverable and capable of being propelled by the

operator.

Mobile Applicator. The mobile applicator shall contain equipment to provide for automatic installation of skip lines in any combination of line and skip up to 40-feet. The mobile applicator shall be moved in conjunction with the melting and heating kettles in such a manor as to provide continuous highway operation of the kettles and the mobile applicator as an integral unit.

Cleaning Equipment. Equipment must be provided to insure removal of laitance, dust, debris, paint and other foreign matter from the road surface immediately prior to the installation of the composition, or immediately prior to the application of primer.

Application. The strip shall be applied to the pavement either to the right or left of the application unit, dependent upon roadway lane being used. The unit shall not occupy more than one lane of roadway while operating.

The finished lines shall have well defined edges and be free of waviness. All of the equipment necessary to the preheating and application of the material shall be so designed that the temperature of the material can be controlled within the limits necessary to its pour ability for good application.

At the time of installation of thermoplastic materials the pavement shall be clean, dry, and free of laitance, oil, dirt, grease, paint or other foreign contaminants. Pavement and ambient temperatures shall be at least 50° F.

To insure the best possible adhesion, the marking material as specified, shall be installed at the manufacturer's recommended temperature.

The minimum thickness of thermoplastic lines as viewed from a lateral cross section shall be not less than 3/32 inch at the edges, nor less than 1/8-inch at the center. Measurements shall be taken as an average throughout any 36-inch section of the line. The material, when formed into traffic stripes, must be readily renewable by placing an overlay of new material directly over an old line of compatible material. Such new material shall bond itself to the old line in such a manner that no splitting or separation take place.

Glass beads shall be applied to the thermoplastic pavement marking at a rate of 10 lbs./100 sq. ft., minimum.

3.5 **PREFORMED THERMOPLASTIC PAVEMENT MARKING**

3.5.1 The markings shall consist of a resilient white or yellow thermoplastic product with glass beads uniformly distributed throughout the entire cross sectional area. Legends and symbols shall be capable of being affixed to bituminous pavements by heating.

The markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall have resealing characteristics with the capability of fusing with itself and previously applied thermoplastic markings under normal use.

The preformed thermoplastic markings shall be packaged in a protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The carton in which the material is paced shall be clearly labeled for ease of identification.

3.5.2 *Application.* Application temperature shall be as recommended by the manufacturer. The pavement and air temperature shall be as recommended by the manufacturer at the time of application. The materials shall be applied using a heating method recommended by the manufacturer. The CONTRACTOR shall provide the ENGINEER a copy of the manufacturer's installation recommendations prior to beginning the work. The pavement shall be clean, dry and free from debris. The preformed thermoplastic markings may be installed on top of existing thermoplastic marking after all loose material has been removed. The preformed thermoplastic markings shall not be installed on top of existing preformed plastic pavement markings without first removing the existing markings to a depth that insures removal of the adhesive backing of the preformed plastic. It shall not be installed on top of pavement marking paint without first removing the paint.

Equipment. The Contractor shall use a heating method specifically recommended by the manufacturer for the installation of preformed thermoplastic markings.

3.6 PAVEMENT MARKING TAPE (NOT IN CONTRACT)

3.6.1 Retroreflective tape shall be suitable for temporary use on asphaltic or portland cement concrete pavements.

The surface to which the tape is applied shall be clean, dry and free of dirt, oils and grease. The tape shall be pressed down immediately after application, until it adheres properly and conforms to the surface. Temporary marking tape sections longer than 1-foot shall be removed before placement of the final pavement course. All tape shall be removed on sections where tape conflicts with revised traffic lanes prior to opening of new lanes to traffic.

Pavement marking tape (removable) shall be installed in accordance with the manufacturer's recommendations, and maintained throughout the required construction phase at no additional cost to the OWNER.

Temporary marking tape shall be removed before installation of full conformance pavement markings.

4.0 MEASUREMENT FOR PAYMENT

4.1 The types of pavement marking described herein will be measured by the following units, complete in place and accepted.

Epoxy, Epoxy (New) and Thermoplastic Pavement Marking will be measured by the square foot. The unmarked spaces between markings will not be included in the overall measurement.

Pavement marking with paint will be measured by the square foot. The unmarked spaces between markings will not be included in the overall measurement.

5.0 BASIS OF PAYMENT

5.1 The accepted quantities will be paid for at the contract price per unit of measurement for items listed in Schedule of Unit Prices for Paint, Epoxy, Epoxy (New) and Thermoplastic Pavement marking (Crosswalk-Stop Bar/Word-Symbol)

The Contract Price paid per square foot shall include full compensation for furnishing all labor, materials, tool, equipment and incidentals and for performing all Work involved in constructing the project, complete in place as specified in the Contract Documents and no additional compensation will be allowed therefore.

- END OF SECTION -

SECTION 02600

CONSTRUCTION ZONE TRAFFIC CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

This work consists of furnishing, installing, moving, maintaining and removing temporary traffic signs, advance warning arrow panels, variable message boards, flashing portable beacons, barricades, channelizing devices, delineators, masking and unmasking existing signs in construction zones, and flagging as required by the Manual on Uniform traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance with the plans and these specifications. When a device is not in use, the contractor may remove it from the project for the period it is not needed. Devices temporarily not in use shall not be stored in the roadway or walkways.

1.2 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

A. Standard Specifications for Road and Bridge Construction by the Colorado Department of Transportation (CDOT), Section 630, Construction Zone Traffic Control, and Section 627, Pavement Marking.

B. Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, and the latest revision of the Colorado Supplement thereto.

C. CDOT Standard Plan S-630-1 (sheets 8 and 9), S-630-2 and S-630-3.

1.3 SUBMITTALS

A. Five (5) CONTRACT DAYS prior to the start of any construction activity, submit copies of the following:

1. Proposed detour plan and traffic control elements as described under Section 3.2.
2. Schedule of proposed duration and sequence of operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In accordance with CDOT Section 627.02 regarding pavement marking tape.
B. In accordance with CDOT Section 630.02 regarding signs and barricades.
C. In accordance with CDOT Section 630.05 regarding traffic cones.

PART 3 - EXECUTION

3.1 GENERAL

In accordance with CDOT, Subsection 630.09 through Subsection 630.13, Construction Zone Traffic Control - Construction Requirements, except as modified herein.

In accordance with CDOT, Section 627.10, Pavement Marking Tape.

3.2 METHOD OF HANDLING TRAFFIC

Delete the second paragraph of Subsection 630.09.

Subsection 630.08 shall include the following:

ALL TRAFFIC CONTROL DEVICES MUST BE IN GOOD AND CLEAR CONDITION, INSTALLED PRIOR TO ALL AND ANY CONSTRUCTION ACTIVITY. THE ENGINEER MAY DIRECT MINOR MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN BASED ON OBSERVATIONS OF FIELD CONDITIONS AT ANY TIME OR SUSPEND WORK UNTIL APPLICABLE SAFETY MEASURES ARE TAKEN WITHOUT ANY CHANGES TO THE COST OF THE PROJECT.

DEFICIENCIES IN TRAFFIC CONTROL SHALL BE CORRRECTED IMMEDIATELY OR WORK SHALL BE SUSPENDED. THE OWNER WILL REQUEST A REDUCTION IN COST IF TRAFFIC CONTROL IS NOT PROVIDED PER APPROVED METHOD OF HANDLING TRAFFIC.

In Subsection 630.09, add the following:

The City Engineer must approve all street closures. At least 24 hours before a street closure, it shall be the responsibility of the Contractor to notify the following agencies:

1. Police Department.....303-441-4444
2. Louisville Fire Protection District 303-666-8809
3. City of Louisville Operations and Maintenance Department 303-335-4750
4. AMR Ambulance Service.....303-665-6623
5. Boulder Valley School District.....303-447-1010

6. Boulder County Communications 303-441-4444
7. Regional Transportation District 303-443-0100

In addition to the above agencies and organizations, the Contractor shall notify the Post Office and local Trash Companies.

At the completion of work, the agencies must be notified of resumption of normal service.

Changes to the approved traffic control plan necessitated by unforeseen circumstances, such as utility conflicts, must be reviewed and authorized by the Engineer.

"NO PARKING" signs, if needed, shall be placed not less than 24 hours in advance of commencement of work in a work zone. The sign shall state, for example "No Parking 7 a.m. to 7 p.m.", together with the day of the week. **"No Parking" signs shall be removed or turned from traffic on streets where construction activities are postponed for a period of time greater than 48 hours.**

A copy of the Right of Way Permit and the approved MHT shall be available at the project site in order that City personnel may verify compliance with the specified traffic control requirements.

The specified elements of the MHT shall also include the number of flag persons to be used.

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The Contractor shall coordinate and cooperate fully with agents of the City of Louisville, utility owners, and other contractors. He shall also coordinate and cooperate fully with agents of other entities to assure adequate and proper traffic control is provided.

The Contractor is advised that other significant construction might be occurring in the area and that he shall cooperate fully with the City of Louisville and all other contractors occupying public right-of-way in terms of work location, work schedule and traffic control requirements.

Through traffic shall be carried on a paved surface at all times unless otherwise approved by the Engineer. The Contractor shall maintain at his own expense that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it.

All traffic control devices supplied by the contractor must be maintained in good and clear condition and meet minimum national standards for reflectivity. Devices shall comply with minimum size and shape as specified in the MUTCD. **No bent, broken, damaged, defaced, dented, dirty, discolored, faded, non-conforming traffic control devices and/or supports shall be used in this project.**

All traffic control devices shall bear the name, address, and phone number of the barricade company that owns them. The phone number shall be a 24-hour a day dispatched hotline in the event an emergency situation occurs where additional devices are needed or existing devices must be removed.

The Contractor shall install construction traffic control devices in locations that do not block or impede sidewalks for pedestrians, bicyclists or other existing traffic control devices. This strategy shall include, but is not limited to, strapping signs to streetlight or utility poles. Devices may only be attached to wooden street light and utility poles.

All existing traffic control devices, including traffic signs and pavement markings that are compatible with the construction zone traffic control shall remain visible and fully operational. If any devices are incompatible with the temporary construction traffic control devices, they shall be covered, relocated or removed.

The Contractor shall not be allowed to begin operations, which require traffic control until the setup of traffic control devices is completed. Also, the Contractor shall clear his operations allowing 30 minutes for removals of traffic control devices in accordance with the designated hours of work and roadway closures.

During non-working hours, the roadways shall be restored to safe pre-construction travel conditions for the free flow of traffic. Any maintenance required to restore the roadways to this condition, including pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day. Temporary pavement markings shall be placed at the direction of the Engineer. All costs incidental to the foregoing requirements in this paragraph shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into or away from the project.

Any existing signs damaged due to Contractor operations shall be replaced in kind or repaired to the satisfaction of the Engineer by the Contractor at no cost to the project.

Any existing traffic signs removed or relocated during construction as part of the approved traffic control plan are the responsibility of the Contractor to reset upon completion of construction, unless noted otherwise in the plans or specifications. Existing signs may not be removed without prior approval of the Engineer.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time. Brief lane closures (of 5 minutes or less), as approved by the Engineer, may be permitted for moving construction equipment. Flaggers will be required for such operations. All personal vehicles and construction equipment parking will be prohibited where it conflicts with safety, access, or flow of traffic.

During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic, using materials meeting the approval of the Engineer.

Lane widths in work zones shall be 12 feet, minimum.

The Contractor shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Any portable device that requires weight to prevent overturning shall be weighted with appropriate sized sand bags. Rocks, asphalt, or any other debris will not be permitted.

MAINTENANCE OF ACCESS

The Contractor shall maintain access to all roadways, side streets, and alleyways, at all times unless otherwise approved by the Engineer.

CONTACTS

The Contractor shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. The Contractor shall also notify these persons in case of an emergency.

City of Louisville Public Works - Craig M. Duffin, P.E. 303-335-4602
City of Louisville Operations Div. – Michael Cleveland 303-335-4757
City of Louisville Police Department – Boulder Dispatch 303-441-4444
City of Louisville Fire Department - Fire Marshall 303-666-8809

3.3 TRAFFIC CONTROL MANAGEMENT

Subsection 630.10(6) shall include the following: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. The log shall list all devices and personnel deployed within the limits of construction for each day and shall be available for review by the Engineer at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following:

The Contractor shall designate an individual, other than the superintendent, to be the traffic control supervisor.

In subsection 630.09, second paragraph, delete parts (1), (5) and (6) and replace with the following:

(1) Preparing, revising, and implementing each required method of handling traffic in accordance with the traffic control plan.
(5) Preparing traffic control diary on every calendar day traffic control devices are in use. This dairy shall be submitted to the Engineer daily and become a part of the Department's project records.

(6) Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week. These inspections shall be performed by the traffic control supervisor or another representative who is certified as a worksite traffic supervisor.

(10) Supervising the cleaning and maintenance of all traffic control devices.

In subsection 630.09, delete the third paragraph and replace with the following:

Traffic control management shall be provided by a certified traffic control supervisor on a 24-hour-per-day basis. The traffic control supervisor or another representative who is certified as a worksite traffic supervisor shall be available and reasonably accessible to the job site on every working day, on call at all times, and available upon The Engineer's request at other than normal working hours. During non-work periods, the traffic control supervisor or another representative shall respond to the job site within 45 minutes. The traffic control supervisor or another representative who is certified as a worksite traffic control supervisor shall arrive at the job site within two hours after notification. The Contractor shall maintain a 24-hour telephone number at which the traffic control supervisor can be contacted. The traffic control supervisor shall not act as a flagger except in an emergency or in relief for short periods of time.

In subsection 630.11, delete the first paragraph and replace with the following:

630.11 General. Portable construction traffic signs shall be removed when temporarily not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when temporarily not required. When work is suspended, or the project is in free time, and there is no condition requiring traffic control devices or construction traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. If this condition is to exist for more than 30 days, all construction traffic signs shall be removed. When storing portable signs or supports within the project they shall be stored laying flat and the location shall be at least four feet outside the edge of the shoulder and not on landscaped areas or sidewalks. When masking is used, it shall be done in accordance with subsection 630.10.

The retroreflective surfaces of all signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retroreflectivity. However, all devices shall be cleaned a minimum of once every two weeks.

In subsection 630.12, first paragraph, delete the fifth sentence and replace with the following:

When storing portable signs or supports within the project they shall be removed beyond the clear zone and shall not be visible to traffic. All storage areas shall be approved. The minimum clear zone distance shall be 18 feet, measured from the

edge of traveled way. If the signs cannot be stored at least 18 feet from the traveled way, they shall be removed. Under no circumstances shall signs be stored on the paved surface.

3.4 FLAGGING

Subsection 630.13(a) shall include the following:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Delete Subsection 630.13(a) and replace with the following:

(a) The Contractor shall provide all flagging through the project necessary to assure proper safety to traffic. All flagging personnel shall be certified by the American Traffic Safety Services Association (ATSSA).

PART 4 - MEASUREMENT AND PAYMENT

4.1 Delete Subsection 630.14, 630.15 and replace with the following:

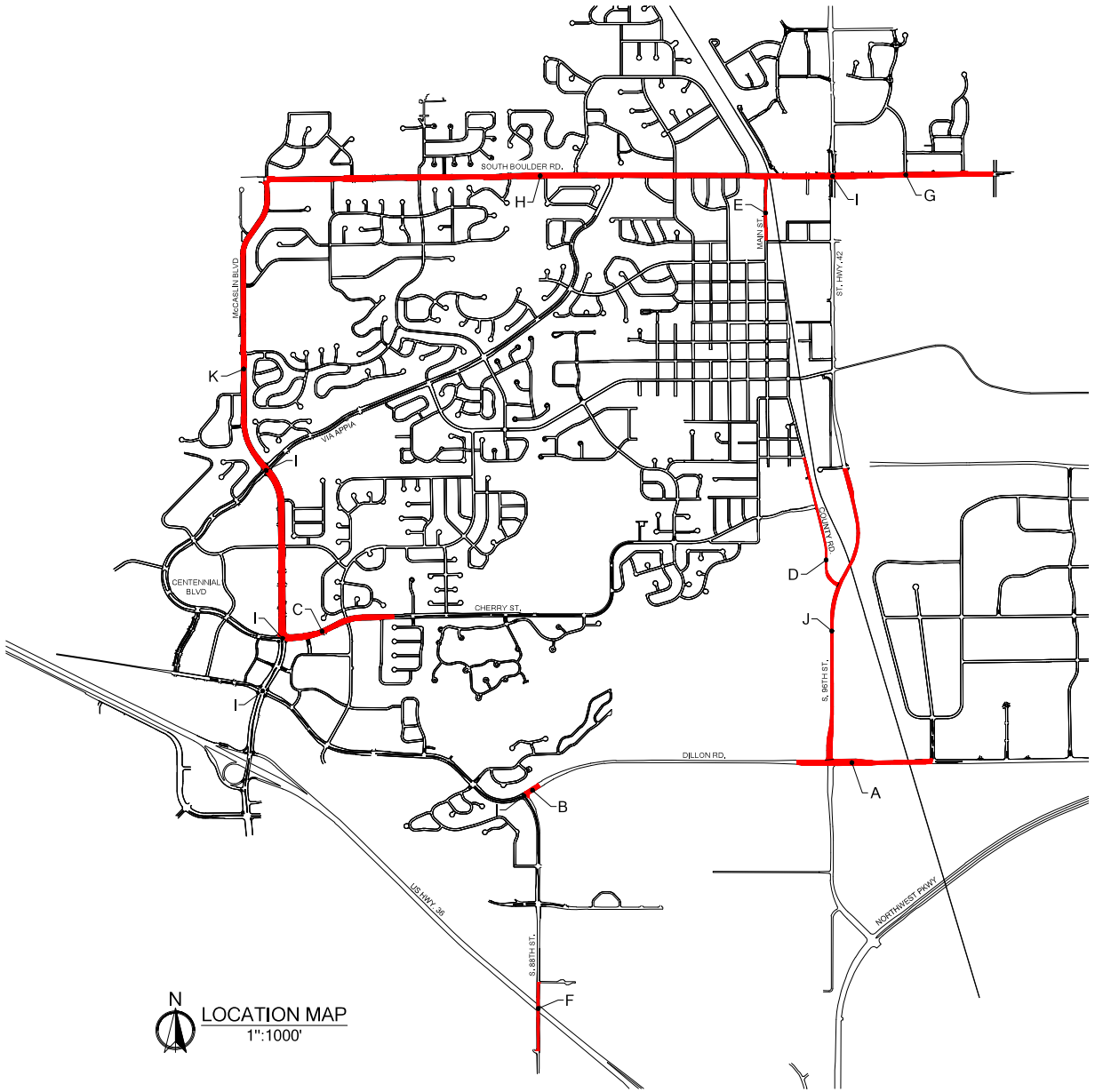
4.2 CONSTRUCTION ZONE TRAFFIC CONTROL

CONSTRUCTION ZONE TRAFFIC CONTROL shall be paid for at the lump sum price indicated in the Schedule of Unit Prices. The lump sum price shall be full compensation for flagging and for furnishing, erecting, cleaning, maintaining, moving, removing and disposing of construction traffic control devices, including labor, material equipment and incidentals necessary to complete the work. All construction traffic control devices, which are not permanently incorporated into the project, will remain the property of the Contractor.

Traffic Control Supervisor will not be paid for separately, but shall be included in the work.

Preparation of the MHT will not be paid for separately but shall be included in the work.

- END OF SECTION -



City of Louisville
COLORADO - SINCE 1878

DESIGN BY:
DRAWN BY: MH
CHECKED BY:
APPROVED BY:
ISSUE DATE: 8/29/2025
REVISIONS:

2025 Pavement Marking Project Map

SHEET 1 OF 1

\\COL-DFS01\PW_SHARES\CIPS\CIPS_2025\2025 STRIPING & PAVEMENT MARKINGS\DRAWINGS\CAD EXHIBITS\PAVEMENT_MARKING_MAP.DWG

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7E

SUBJECT: **RESOLUTION NO. 67, SERIES 2025 – A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE 2025 PAVEMENT CRACK SEAL PROJECT**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **JORDAN JEFFERIES, ASSISTANT CITY ENGINEER**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

SUMMARY:
Staff recommends approval and award of the 2025 Pavement Crack Seal Project contract with A-1 Chipseal Company for $108,015.32 plus a 25% contingency in the amount of $27,003.83 for a total authorized amount of $135,019.15.

BACKGROUND / PRIOR DISCUSSIONS:
The recommended contract supports the goal of providing a safe, well-maintained, effective and efficient multimodal transportation system at a reasonable cost.

Work includes application of pavement crack sealant to streets throughout the city that are exhibiting significant asphalt cracking. Crack seal is a form of preventative maintenance that will extend the life of the asphalt pavement. Please refer to the attached map for locations included with the base bid. The Crack Seal Project will commence in late September and be completed by mid-November.

ANALYSIS:
Staff advertised the 2025 Pavement Crack Seal Project on July 30, 2025, and August 6, 2025. Bids were due on August 20, 2025. Only one bid was received:

Contractor	Base Bid
A-1 Chip Seal	$108,015.32
Engineer's Estimate	*$109,009.80*

Staff recommend A-1 Chipseal as the only responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks. The bid price is slightly below the estimate prepared by staff.

Staff recommend a contingency of 25% to allow for additional crack seal locations as identified by staff in the field. Additionally, some locations may have more significant cracking and may require more crack seal than anticipated.

FISCAL IMPACT:
The Pavement Crack Seal Project is included in the 2025 budget in the following fund:

Description	Account	Budget Amount
PAVEMENT MANAGEMENT PROGRAM	301312-660012	$5,000,000

Projected Expenses (PAVEMENT MANAGEMENT PROGRAM) 301312-660012

Description	Amount
2025 Street Resurfacing Contract – Base Bid (Previously Awarded)	($1,542,439.42)
2025 Concrete Replacement Contract – Base Bid (Previously Awarded)	($473,071.26)
2025 Street Resurfacing Contract Contingency (15%) (Previously Awarded)	($231,365.91)
2025 Concrete Replacement Contract Contingency (15%) (Previously Awarded)	($93,160.69)
2025 Pavement Crack Seal Contract (This contract)	**($108,015.32.00)**
2025 Pavement Crack Seal Contingency (This contract)	**($27,003.83)**
Total Expenses:	**($2,475,056.43)**
Remaining Funds	**$2,524,943.57**

Total Contract Summary

Description	Account	Amount
PAVEMENT CRACK SEAL PROJECT	301312-660012	$108,015.32
Contingency	301312-660012	$27,003.83
	Total Contract:	**$135,019.15**

ALTERNATIVE(S):

The alternative is to not perform the Pavement Crack Seal Project this year. If crack sealing is not performed, it's likely that streets needing crack seal will continue to deteriorate at an accelerated rate and the useful life of the asphalt will be reduced requiring resurfacing sooner.

RECOMMENDATION:

Staff recommends approval of Resolution No. 67, Series 2025, and award of the 2025 Pavement Crack Seal Project contract with A-1 Chipseal for $108,015.32 plus a 25% contingency in the amount of $27,003.83 for a total authorized amount of $135,019.15 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 67, Series 2025
2. Bid Documents
3. 2025 Pavement Crack Seal Agreement
4. 2025 Pavement Crack Seal Project Map

RESOLUTION NO. 67
SERIES 2025

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE 2025 PAVEMENT CRACK SEAL PROJECT

WHEREAS, a Construction Contract has been proposed between the City and A-1 Chipseal Company for the 2025 Pavement Crack Seal Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Construction Contract by and between the City of Louisville and A-1 Chipseal Company for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional twenty-five percent (25%) contingency in the amount of $27,003.83 for a total not-to-exceed amount of $135,019.15.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Contract, change orders, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

PASSED AND ADOPTED this 16th day of September 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Bid Form

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

THIS BID IS SUBMITTED TO: CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

Date	Number
None	

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the General Conditions as provided in paragraph 4.2, and accepts the determination set forth in paragraph 4.2 of the General Conditions. BIDDER has inspected the site and has obtained conducted and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purpose.(d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and

conditions of Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

Schedule of Unit Prices

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

BASE BID

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Crack Sealant	LB	40,374	$2.18	$88,015.32
2	Traffic Control	LS	1	$20,000.00	$20,000.00

BASE BID TOTAL: $108,015.32

****THE BASIS OF AWARD SHALL BE THE TOTAL BASE BID PRICE**

Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

   Will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of Contract Days indicated in the Agreement.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security;

   (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;

   (c) Anti-Collusion Affidavit; and

   (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:
   The address of BIDDER indicated below.

   A-1 Chipseal Co.

   2505 E. 74th Ave.

   Denver, CO 80229

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on August 20, 2025.

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

_____
(General Partner)

Business address: _____

_____

_____

Phone No.: _____

A Corporation

By A-1 Chipseal Co.
(Corporation Name)

Colorado
(State of incorporation)

By Josh Krueger
(Name of person authorized to sign)

Vice President
(Title)

(CORPORATE SEAL) A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

Attest Stephanie Wahn
(Secretary)

Business address: 2505 E. 74th Ave. Denver, CO 80229

Phone No.: 303-464-9267

Date of Qualification to do business: 11/9/1992

A Joint Venture

By
(Name)

(Address)

By
(Name)

(Address)

Phone Number and Address for receipt of official communications

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

Bid Bond

BIDDER (Name and Address):

A-1 Chipseal Company
2505 E. 74th Avenue
Denver, CO 80229

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

City of Louisville
749 Main Street
Louisville, CO 80027

BID:

BID DUE DATE: August 20, 2025
PROJECT (Brief Description Including Location):
2025 Crack Seal Project
Various Streets, City of Louisville

BOND:

BOND NUMBER: N/A
DATE: (Not later than Bid Due Date): August 20, 2025
PENAL SUM: Five Percent of Amount Bid---(--5%--)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

A-1 Chipseal Company (Seal)
Bidder's Name and Corporate Seal

By: Josh Krueger
Signature and Title
Josh Krueger, Vice President

Attest: Stephanie Wallis
Signature and Title
Stephanie Wallis, Secretary

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By:
Signature and Title
(Attach Power of Attorney)
Elizabeth Ostblom, Attorney-In-Fact

Attest:
Signature and Title
Witness

Note: (1) Above addresses are to be used for giving requiring notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Hrovat, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of May, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of August, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Schedule of Subcontractors

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

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

Name: Trinity Traffic Control Telephone No. 720-925-0450
Address: 2505 E. 74th Ave.
City: Denver State: CO Zip Code: 80229
Services/equipment to be provided: Traffic Control

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

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

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

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

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

Anti-Collusion Affidavit

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project and will not be so disclosed prior to bid opening.
2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
3A. No attempt has been made to solicit, cause, or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive, or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME	SECOND CONTRACTOR'S FIRM OR COMPANY NAME (IF JOINT VENTURE)
BY: Josh Krueger	BY:
TITLE: Josh Krueger, Vice President	TITLE:
DATE: 8/20/25	DATE:

A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

SWORN BEFORE ME THIS 20 DAY OF, August, 2025

NOTARY PUBLIC: Gillian Reid MY COMMISSION EXPIRES: 3/11/2028

Gillian Reid
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20244010231
MY COMMISSION EXPIRES 03/11/2028

Certification of EEO Compliance

PROJECT:	**2025 CRACK SEAL PROJECT**
PROJECT NUMBER:	**301312-660012**
OWNER:	**CITY OF LOUISVILLE, COLORADO**

Instructions: BIDDERS and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. _X_ Yes ___ No	I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. _X_ Yes ___ No	I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. _X_ Yes ___ No	I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
_X_ **BIDDER** ___ **PROPOSED SUBCONTRACTOR**

BY: Josh Krueger

TITLE: Josh Krueger, Vice President

DATE: 8/20/25

Certification of EEO Compliance

PROJECT:	**2025 CRACK SEAL PROJECT**
PROJECT NUMBER:	**301312-660012**
OWNER:	**CITY OF LOUISVILLE, COLORADO**

Instructions: BIDDERS and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. _X_ Yes ___ No	I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. _X_ Yes ___ No	I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. _X_ Yes ___ No	I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR

___ BIDDER **_X_ PROPOSED SUBCONTRACTOR**

BY: _____

TITLE: Nate Hermes, Owner

DATE: 8/20/25

2025 Pavement Crack Seal Agreement

THIS AGREEMENT is made and entered into this 17th day of September in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

A-1 Chipseal Co.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within **40 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of one hundred eight thousand fifteen dollars and thirty-two cents ($108,015.32) set forth in the Bid Form of the CONTRACTOR dated August 20, 2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local

and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1. Invitation to Bid.

6.2. Instruction to Bidders.
6.3. Bid Form.
6.4. This Agreement.
6.5. General Conditions.
6.6. Supplementary Conditions.
6.7. General Requirements.
6.8. Technical Specifications.
6.9. Drawings with each sheet bearing the title: **2025 Crack Seal Project.**
6.10. Change Orders, Addenda and other documents which may be required or specified including:
- 6.10.1. Addenda No. __ to __ exclusive
- 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
- 6.10.3. Schedule of Subcontractors
- 6.10.4. Anti-Collusion Affidavit
- 6.10.5. Certification of EEO Compliance
- 6.10.6. Notice of Award
- 6.10.7. Performance Bond
- 6.10.8. Labor and Material Payment Bond
- 6.10.9. Certificates of Insurance
- 6.10.10. Notice to Proceed
- 6.10.11. Contractor's Proposal Request
- 6.10.12. Contractor's Overtime Request
- 6.10.13. Field Order
- 6.10.14. Work Change Directive
- 6.10.15. Change Order
- 6.10.16. Application for Payment
- 6.10.17. Certificate of Substantial Completion
- 6.10.18. Claim Release
- 6.10.19. Final Inspection Report
- 6.10.20. Certificate of Final Completion
- 6.10.21. Guarantee Period Inspection Report

6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: A-1 Chip Seal

By: _____
Josh Krueger, Vice President

(CORPORATE SEAL)

A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

Attest: _____

Address for giving notices:

A-1 Chipseal Co.

2505 E. 74th Ave.

Denver, CO 80229

Performance Bond

Bond No. 30257975

A-1 Chipseal Company, as Principal, hereinafter called the Contractor, and

Western Surety Company, as Surety, with general offices in

Chicago, IL

a Corporation organized under the laws of the State of SD, 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 One Hundred Eight Thousand Fifteen Dollars and 32/100-- ($ 108,015.32) 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 September 17, 2025, 2025, for 2025 Crack Seal Project - 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 additional costs pursuant to Section 12.2 of 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.

*No. 301312-660012

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 September 17 , 2025 .

A-1 Chipseal Company
(Contractor)

By: _____
(~~President~~) Josh Krueger, Vice President

_____
(Attest)

A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

Western Surety Company
(Surety Company)

Address: 151 N. Franklin Street, Chicago, IL 60606

By: _____
(Attorney-in-fact) Regina R. Hrovat

Labor and Material Payment Bond

BOND NUMBER: 30257975

KNOW ALL MEN BY THESE PRESENCES: that

(Firm) A-1 Chipseal Company
(Address) 2505 E. 74th Avenue, Denver, CO 80229
(an ~~individual~~), (a ~~Partnership~~), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) Western Surety Company
(Address) 151 N. Franklin Street, Chicago, IL 60606
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
One Hundred Eight Thousand Fifteen Dollars and 32/100-- Dollars
($ 108,015.32) 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 17th day of September, 2025, a copy of which is hereto attached and made a part hereof for the performance of

2025 Crack Seal Project - Project No. 301312-660012

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 17th day of September, 20 25.

IN THE PRESENCE OF:

PRINCIPAL

Stephanie Wall

Corporate Secretary

PRINCIPAL: A-1 Chipseal Company

BY: Josh Krueger

Josh Krueger, Vice President
(Title)

(Corporate Seal)

A-1 Chipseal Company CORPORATE SEAL 11/09/1992 COLORADO

Address:

2505 E. 74th Avenue

Denver, CO 80229

IN THE PRESENCE OF:

OTHER PARTNERS:

By: N/A

By:

IN THE PRESENCE OF:

Witness

SURETY: Western Surety Company

By: Regina R. Hrovat
(Attorney-in fact) Regina R. Hrovat

Address:

151 N. Franklin Street

Chicago, IL 60606

(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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Hrovat, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of May, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of September, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Notice of Award

DATED: _____

TO: _____
_____
_____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

Please be advised that on _____, the City of Louisville, Colorado City Council awarded the 2025 Crack Seal 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 _____.

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: _____
Michael O'Keefe	
Title: Engineering Technician _____	Title: _____

Notice to Proceed

DATED: _____

TO: _____
_____
_____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

You are hereby notified that the Contract Time under the above Contract will commence to run on _____. 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 _____**.**

CITY OF LOUISVILLE, COLORADO

By: _____
Michael O'Keefe

Title: Engineering Technician

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Change Order Form

CHANGE ORDER NO. _____

DATED: _____

PROJECT: 2025 CRACK SEAL PROJECT **AGREEMENT DATE: _____**

PROJECT NUMBER: 301312-660012 **OWNER: CITY OF LOUISVILLE, COLORADO**

The following changes are hereby made to the Contract Documents:
Description: _____

			Unit S	$ COST
	TOTAL			

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	$_____
Set change previous Change Orders No. _0_ to 0_	$_____
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)	_____

The Contractor's signature below indicates acceptance of full settlement for the work described, both direct and indirect costs. Any claims for additional costs associated with this Change Order will not be considered.

Recommended:	Approved:	Accepted:
_____	CITY OF LOUISVILLE, COLORADO	_____
ENGINEER	OWNER	CONTRACTOR
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

Field Order Form

FIELD ORDER NO. _____

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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 CONTRACTOR**	
BY:	_____	BY:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

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

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

Based on conversations between Engineer and Contractor, Engineer 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 decrease 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 Engineer 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.

Work Change Directive Form

WORK CHANGE DIRECTIVE NO. _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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
____ Engineer'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:

_____
ENGINEER

BY: _____

ACCEPTED:

_____
CONTRACTOR

BY: _____

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 2024
PROJECT: CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660294

DATE SUBMITTED: _____, 2024

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 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)	PERCENT (%) COMPLETE
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	
				$_____	$_____				$_____	$_____	$_____	

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: _____

Contractor's Proposal Request Form

(Not a Change Order)

Date Submitted: _____ No. _____

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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: _____, 2025.

This change will:

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

SUBMITTED BY CONTRACTOR

BY: _____

DATE: _____

DATE: _____

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

Contractor's Overtime Request Form

Date Submitted: _____, 2025

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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: _____, 2025

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 or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, or from 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, 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, 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 through Thursday, and from 3:30 p.m. to 8:00 p.m. Friday.

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

_____ Contractors Proposal Request Accepted

_____ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

Certificate of Substantial Completion Form

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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 **twenty (20)** 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:	_____

Final Inspection Report Form

DATE: _____, 2025

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

The ENGINEER 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 ENGINEER 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

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

Certificate of Final Completion Form

DATE: _____, 2025

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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 ENGINEER 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: _____

Guarantee Period Inspection Report Form

DATE: _____, 2025

TO: _____

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

The ENGINEER's authorized representative performed the guarantee period inspection on _____, 20 ___, which guarantee was originally due to expire on _____, 20___.

The ENGINEER 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:

_____, 2025

CITY OF LOUISVILLE, COLORADO

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

Final Claim Release & Acceptance Form

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
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: 2025 CRACK SEAL PROJECT

Description of Property: VARIOUS ASPHALT, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains 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 and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

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, its officers and employees 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.

FINAL CLAIM RELEASE & ACCEPTANCE CONTINUED

As contactor on the above described project, we further accept the pay quantities and final payment indicated on the final payment application as correct. The above noted final payment of $_____ results in total cumulative payment of $_____ for this project. By accepting this final payment, we accept that the final payment application is full and complete, that no other or further amounts are due to the undersigned, and we hereby waive and release all rights, claims, and liens arising from the completion of work under the Contract Documents.

The undersigned representative certifies to have full authority to execute this instrument and to bind the contractor to all statement and provisions herein contained.

PRIME CONTRACTOR

By: _____

President

Date: _____

Claim Release – Subcontractor/Supplier

PROJECT: **2025 CRACK SEAL PROJECT**
PROJECT NUMBER: **301312-660012**
OWNER: **CITY OF LOUISVILLE, COLORADO**

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: 2025 CRACK SEAL PROJECT

Description of Property: VARIOUS ASPHALT, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains 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, and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

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, its officers and employees 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	**PRIME CONTRACTOR**
By: _____	By: _____
President	President
Date: _____	Date: _____

General Conditions

Article 1. Definitions

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.0 **Abnormal Weather** - Snowfall, rainfall, freezing temperatures, or wind conditions, in excess of those encountered in the project area of Boulder County during the past 10 years that necessitates cessation of Work and causes consequence to the project.

1.1 **Addenda** - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2 **Agreement** - The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 **Application for Payment** - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 **Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 **Bidding Documents** - The advertisement or invitation to Bid, instructions to Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7 **Bidding Requirements** - The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8 **Bonds** - Performance and Payment bonds and other instruments of security.

1.9 **Change Order** - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10 **Contract Day** - A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER-observed holidays and Abnormal Weather days.

1.11 **Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.12 **Contract Price** - The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.13 **Contract Times** - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.14 **CONTRACTOR** - The person, firm, or corporation with whom OWNER has entered into the Agreement.

1.15 **Defective** - An adjective which when modifying the work refers to Work 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 ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.16 **Drawings** - The drawings that show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.17 **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.

1.18 **ENGINEER** - The word "ENGINEER" refers to the City of Louisville, Director of Public Works or his authorized representative, designated by the OWNER as its Engineering representative.

1.19 **OWNER's Consultant** - A person, firm, or corporation having a contract with OWNER to furnish services as OWNER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.20 **Field Order** - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5, but which does not involve a change in the Contract Price or the Contract Times.

1.21 **General Requirements** - Sections of Division 1 of the Specifications.

1.22 **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.23 **Laws and Regulation: Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.24 **Liens** - Liens, charges, security interests, or encumbrances upon real property or personal property.

1.25 **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.26 **Notice of Award** - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.27 **Notice to Proceed** - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.28 **OWNER** - The public body or authority, corporation, association, firm, or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.29 **Partial Utilization** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.30 **PCBs** - Polychlorinated biphenyls.

1.31 **Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.32 **Plans** - The term plans as used in these Contract Documents shall have the same meaning as Drawings.

1.33 **Product** - Includes materials, equipment, and systems.

1.34 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.35 **Provide** - Furnish and install specified materials and equipment unless the context requires otherwise.

1.36 **Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.37 **Resident Project Representative** - The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.38 **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work, and which establish the standards by which such portion of the Work will be judged.

1.39 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

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

1.41 **Subcontractor** - An individual, firm, or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.42 **Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.43 **Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

1.44 **Supplier** - A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.45 **Underground Facilities** - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

1.46 **Unit Price Work** - Work to be paid for on the basis of unit prices.

1.47 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.48 **Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract

Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.49 **Written Amendment** - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

Article 2. Preliminary Matters

Delivery of Bonds

2.1 When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents

2.2 OWNER shall furnish to CONTRACTOR up to four copies of the contract documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed

2.3 The Contract Times will commence to run on the day indicated in the Notice to Proceed. Timing and completion of the **2025 Crack Seal Project** is based on **40 contract days**. The OWNER has set the proposed project schedule and plans to implement the following schedule for this project. The CONTRACTOR shall be required to start construction on or before the start date listed below:

Proposed Project Schedule

Advertisement..... July 30 & August 6, 2025
Last day for questions..... August 8, 2025
Addendum issued (if required)..... August 13, 2025
Bid Opening & Recommendation of Award..... August 20, 2025
Contract Award by City Council ..... September 16, 2025
Bonds & Insurance Certificates due..... September 16, 2025
Contract Agreement Executed..... September 17, 2025
Pre-Construction Conference ..... September 19, 2025
Notice to Proceed Issued ..... September 19, 2025
Contract Time Commences to run ..... September 22, 2025
Substantial Completion..... November 14, 2025

Starting the Work

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestone specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

Preconstruction Conference

2.7 Before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittal(s), processing Applications for Payment, and maintaining required records.

Initially Acceptable Schedules

2.8 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review the Application for Payment for acceptability to ENGINEER. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals.

Intent

3.1 The Contract Documents comprise the entire agreement OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

Reference to Standards & Specifications of Technical Societies; Reporting and Resolving Discrepancies
3.3

3.3.1. Reference to standards, specifications, manuals, or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the ENGINEER, the CONTRACTOR shall proceed with other parts of the Work not affected by the conflict, error, ambiguity, or discrepancy.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall

take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents

3.5 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 a formal Written Amendment,
3.5.2 a Change Order (pursuant to paragraph 10.4), or
3.5.3 a Work Change Directive (pursuant to paragraph 10.1).

3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 a Field Order (pursuant to paragraph 9.5),
3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents

3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

Article 4. Availability of Lands; Subsurface and Physical Conditions, Reference Points

Availability of Lands

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Subsurface and Physical Conditions

4.2 BIDDERs are responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties, which may be encountered. BIDDERs may not rely on oral or written representations made by the OWNER, including reports and drawings identified pursuant to 4.2.1 and subparagraphs thereof, unless the OWNER has guaranteed in writing that such representation is factually accurate, and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDERs shall inspect the site and its surroundings and conduct such supplementary examinations, investigations, and tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection, the BIDDER waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the Contract Price or in the Contract Time will be allowed by change order as provided in Article 11 or Article 12 respectively. By submitting a Bid, the BIDDER

represents that the BIDDER's observations at the site are not inconsistent with the requirements of the proposed Contract Documents, unless otherwise noted by the BIDDER.

Reports and Drawings

4.2.1 Reference is made to the Supplementary Conditions for identification of:

The following reports of explorations and tests of subsurface conditions at the site of the Work:

Subsurface Conditions

4.2.1.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

Report dated **N/A**, prepared by **N/A** entitled: **N/A**. The technical data contained in such report upon which CONTRACTOR may rely is **N/A**.

Copies of these reports that are not included with Bidding Documents may be examined at ENGINEER's office during regular business hours. Please call for an appointment. Copies of such reports are not available for distribution. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in GC-4.2 and as identified and established above are incorporated therein by reference.

Physical Conditions

4.2.1.2 Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

Limited Reliance by CONTRACTOR authorized; Technical Data

4.2.2 Reports and drawings identified pursuant to paragraph 4.2 are not Contract Documents. Unless otherwise set forth in the Contract Documents or OWNER has otherwise guaranteed in writing that such representation is factually accurate, CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to the accuracy of any "technical data" contained in reports and drawings and CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.2.3 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:

4.2.3.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.3.2 the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR making such final commitment.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Physical Conditions - Underground Facilities

4.3

Shown or Indicated

4.3.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

Not Shown or Indicated

4.3.2 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith

(except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points

4.4 OWNER shall provide engineering surveys to establish baseline and benchmarks for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

OWNER shall provide survey reference points, construction stakes, lines and grades required for the completion of the work specified in the specifications, on the plans, or in the Special Conditions. Additional staking requested by the Contractor will be at the CONTRACTOR's expense. When the CONTRACTOR requires staking, he shall notify the OWNER of his requirements in writing a reasonable length of time in advance of starting work that requires construction staking. Under no circumstances shall a notice of less than 2 contract days be considered a reasonable length of time. Failure of the CONTRACTOR to provide 2 contract days written notice to the OWNER of his staking requests shall relieve the OWNER from any responsibility for additional costs or delays caused by such failure. The CONTRACTOR shall carefully preserve stakes set by the OWNER. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes. The charge for replacement and restoration of stakes will be deducted from any moneys due or to become due the CONTRACTOR.

Asbestos, PCBs Petroleum, Hazardous Waste, or Radioactive Material

4.5

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought

to the site by CONTRACTOR, Subcontractor, Suppliers, or anyone else for whom CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided Articles 11 and 12.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site.

Article 5. Bonds and Insurance

Performance, Payment, and Other Bonds

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S.

Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The CONTRACTOR shall furnish the performance and payment bond in the form provided in the Contract Documents or approved by the OWNER; the earlier of ten (10) days after the OWNER has issued the notice of award or delivery of the executed Agreement. The OWNER reserves the right to exclude any Surety Company on any ground it deems appropriate. The cost of the bonds shall be included in the bid.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

Licensed Sureties and Insurers; Certificates of Insurance

5.3

5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies acceptable to OWNER that are duly licensed to transact business in the State of Colorado and to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain accordance with paragraph 5.4. The certificates shall be reviewed and approved by OWNER prior to execution of the Agreement. The OWNER shall have the right to request and obtain copies of any insurance policies required under paragraph 5.4 of the General Conditions. The completed certificates of insurance shall be sent to: City of Louisville, 749 Main Street, Louisville, Colorado 80027, ATTN: City Engineer.

CONTRACTOR's Liability Insurance

5.4 (a) The CONTRACTOR agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to paragraphs 6.12, 6.16, 6.31, 6.32 and 6.33, and 6.5 in addition to any other insurance requirements imposed by the Contract Documents or by law. The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to paragraphs 6.12, 6.16, 6.31, and 6.33 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) CONTRACTOR shall procure and maintain and shall cause any Subcontractor or Supplier of the CONTRACTOR to procure and maintain or insure the activity of his Subcontractors and Suppliers in his own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained from the date of commencement of the Work to cover all liability, claims, demands, and other obligations assumed by the

CONTRACTOR pursuant to paragraphs 6.31 and 6.33. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall 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), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.

(4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds, and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

(c) The policy required by paragraph (2) above, by paragraph (3) and by (4) above shall be endorsed to include the OWNER, the ENGINEER and its consultants, and each of their officers, agents, and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the OWNER, its officers, or its employees, shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The CONTRACTOR shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to OWNER shall be completed by the CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the contract.

(e) Failure on the part of the CONTRACTOR to procure or maintain policies 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 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.

(f) The OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that the OWNER, the City of Louisville, is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City of Louisville, its officers, or its employees.

OWNER's Liability Insurance

5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

5.6 The OWNER shall be responsible for maintaining its own property insurance and, at its option, may maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

Article 6. CONTRACTOR's Responsibilities

Supervision and Superintendence

6.1 CONTRACTOR shall supervise, inspect, 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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's

representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. 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 Saturdays, Sundays, OWNER-observed holidays, or at night. Should the CONTRACTOR desire to work on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m. on **Contract Days** the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m., 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. Overtime and other incidental administrative expenses for Engineer and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00
Operations Supervisor	$45.00
Maintenance Worker	$30.00
Clerical	$25.00
Vehicle	$15.00

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule

6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.8 as it may be adjusted from time to time as provided below:

6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

Substitutes and "Or-Equal" Items

6.7

6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

“Or-Equal”

6.7.1.1 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

Substitute Items

6.7.1.2 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment

will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'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 OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of 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 will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

CONTRACTOR's Expense

6.7.1.3 All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

Substitute Construction Methods or Procedures

6.7.2 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

ENGINEER's Evaluation

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed, or utilized without ENGINEER's prior written acceptance, which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special

performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers, and Others

6.8

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 The Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER with the Bid in the Bid Form prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.8.3 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written consent of the Engineer. The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to not less than 50 percent of the total contract cost.

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item shall be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the prime contract or subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

6.8.4 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors. Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

6.8.5 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.10 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and, conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

Patent Fees and Royalties

6.11 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Permits

6.12 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12.1 Prior to the commencement date for the Work set forth in the Notice to Proceed, The CONTRACTOR, and all subcontractors shall be or shall become a CONTRACTOR licensed in accordance with the applicable ordinance of the City of Louisville, Colorado.

6.12.2 If water is required for the project, CONTRACTOR shall obtain a bulk water permit from the City of Louisville, Public Works Department in accordance with the permit requirements.

6.12.3 CONTRACTOR shall obtain a Right-of-Way Permit from the City of Louisville, Public Works Department for all Work to be completed within the City right-of-way.

6.12.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations

6.13

6.13.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.13.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes

6.14 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work. City of Louisville municipal taxes shall be waived upon application for and acceptance of "tax exemption".

The CONTRACTOR shall apply for and receive a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the CONTRACTOR shall neither pay nor include in his bid prices Sales and Use Taxes collected by the State of Colorado on those building and construction materials physically incorporated into the Work. Sales and Use Taxes of the State of Colorado, RTD, and the County are collected by the State of Colorado. All applicable Sales and Use Taxes (including State collected taxes) on any items other than construction and building materials physically incorporated into the Work are to be paid by the Contractor and are to be included in the appropriate bid items. CONTRACTOR and any Subcontractor assume all liability for the nonpayment of taxes, or the payment of exempt taxes resulting from a failure to use the Certificate of Exemption required by this paragraph.

Use of Premises

6.15 CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.16 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

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

Record Documents

6.18 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be

available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection

6.19 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

6.19.1 all persons on the Work site or who may be affected by the Work;

6.19.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.19.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, fences, gates, ditches, utilities, and underground facilities not designated for removal, relocation, or replacement in and during the course of construction.

6.19.4 The CONTRACTOR shall take all measures necessary to mitigate the impact of weather so that the project may continue on schedule. In no event shall OWNER be liable for extra costs incurred on materials and any part of the Work due to CONTRACTOR's failing to take all measures necessary to protect the Work from weather and CONTRACTOR shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the CONTRACTOR is able, notwithstanding the weather, to proceed with other Work of the Contract.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other person or organization directly or employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative

6.20 CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs

6.21 CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change directive or Change order will be issued to document the consequences of such action.

Shop Drawings and Samples

6.23

6.23.1 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at ENGINEER's option, one reproducible copy) of all shop drawings, which shall have been checked and approved by the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.23.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.24. The numbers of each Sample to be submitted will be as specified in the Specifications.

Submittal Procedures

6.24

6.24.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.24.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

6.24.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work, and

6.24.1.3 all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.24.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

6.24.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.25 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.8. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.26 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.24.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.24.1.

6.27 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.8, any

related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work

6.28 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

CONTRACTOR's General Warranty and Guarantee

6.29

6.29.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be **defective**. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.29.1.1 abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers; or

6.29.1.2 normal wear and tear under normal usage.

6.29.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents:

6.29.2.1 observations by ENGINEER;

6.29.2.2 recommendation of any progress or final payment by ENGINEER;

6.29.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.29.2.4 use or occupancy of the Work or any part thereof by OWNER;

6.29.2.5 any acceptance by OWNER or any failure to do so;

6.29.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.29.2.7 any inspection, test, or approval by others; or

6.29.2.8 any correction of **defective** Work by OWNER.

6.29.3 The CONTRACTOR warrants that, unless otherwise specified in the Contract Documents, the materials and equipment installed in the Work will be new, merchantable, and fit for the purpose for which they are intended, and that the Work will be performed in a workmanlike manner. The CONTRACTOR also warrants the workers who perform the Work will be sufficiently skilled to produce a high quality product which is free of blemishes (surface defects) and flaws (internal defects).

The CONTRACTOR is under a continuing duty to warn the OWNER and ENGINEER of any possible defect in the design of the Work and materials incorporated in the Work and against potentially unsafe uses of products incorporated in the Work which may cause personal injury or property damage as soon as the CONTRACTOR discovers the possible defect or has notice that the product may be unsafe. The CONTRACTOR's duty under this paragraph shall be continuing and shall not expire when the OWNER accepts the Work or when the CONTRACTOR's guarantee expires. If the CONTRACTOR fails to warn the Owner of a design or product defect of which the CONTRACTOR is aware, and if personal or property damage thereafter results from such design or product defect, the CONTRACTOR shall be liable jointly and severally with any other party responsible at law for all damages resulting from such defect.

Indemnification

6.30

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), ENGINEER, ENGINEER's consultants, and their officers, employees, agents, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the CONTRACTOR, any Subcontractor of the CONTRACTOR, or any officer, employee, representative, or agent of the CONTRACTOR or of any Subcontractor of the CONTRACTOR, or which arise out of any workers' compensation claim of any employee of the CONTRACTOR or of any employee of any subcontractor of the CONTRACTOR. The CONTRACTOR agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the CONTRACTOR. The CONTRACTOR also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

6.31 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Survival of Obligations

6.32 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work and termination or completion of the Agreement.

Related Work at Site

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR 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. CONTRACTOR 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 ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination

7.4 Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

Should CONTRACTOR cause damage to the Work or property of any separate CONTRACTOR at the site or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws, and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER or ENGINEER to the extent based on a claim arising out of

CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or ENGINEER or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or ENGINEER on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER and ENGINEER for any delay, disruption, interference, or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or ENGINEER for activities that are their respective responsibilities.

Article 8. OWNER's Responsibilities

8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.

8.5 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6 OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.8 The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.9 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.10 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

Article 9. ENGINEER's Status During Construction

OWNER's Representative

9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and onsite observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. ENGINEER's visits and onsite observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of ENGINEER's onsite visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative

9.3 ENGINEER will furnish a Resident Project Representative, assistants, and other field staff to assist ENGINEER in observing the performance of the Work of the CONTRACTOR. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

9.3.1 Resident Project Representative is ENGINEER's Agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. His dealings in matters pertaining to the onsite Work will in general be with ENGINEER and CONTRACTOR keeping the ENGINEER advised as

necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR.

Duties and Responsibilities

Resident Project Representative will:

Schedules

Review the progress schedule, schedule of Shop Drawing submittal, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences, and other project-related meetings.

Liaison

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations.

Assist in obtaining from ENGINEER additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples.
Receive samples, which are furnished at the site by CONTRACTOR for ENGINEER's review and notify ENGINEER of their availability for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections, and Tests

Conduct onsite observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise ENGINEER when he believes Work

should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

Interpretation of Contract Documents

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and Transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER.

Modifications

Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with his recommendations to ENGINEER. Transmit to CONTRACTOR decisions issued by ENGINEER.

Records

Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Record names, addresses, and telephone numbers of all CONTRACTORs, subcontractors, and major suppliers of equipment and materials.

Reports

Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittal.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER upon the occurrence of any accident.

Payment Requests

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with his recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

Certificates, Maintenance, and Operations Manuals

During the Course of Work verify that certifications, maintenance, and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment of the Work.

Completion

Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction or completion.

Conduct final inspection in the company of ENGINEER and CONTRACTOR and prepare a final list of items to be corrected or completed.

Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER concerning acceptance.

Limitation of Authority

Resident Project Representative shall not:

Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER.

Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.

Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures for construction unless such is specifically called for in the Contract Documents.

Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.

Authorize OWNER to occupy the Work in whole or in part.

Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Clarifications and Interpretations

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work

9.5 ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be **defective**, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in paragraph 13.9, whether or not the work is fabricated, installed or completed.

Shop Drawings, Change Orders, and Payments

9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices

9.10 ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

Decisions on Disputes

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute of other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR.

9.12 When functioning under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations.

Limitations on ENGINEER's Authority and Responsibilities

9.13

9.13.1 Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owned by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or

procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative, and Assistants.

Article 10. Changes in the Work

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work. A Written Amendment, a Change Order, or a Work Change Directive will authorize such additions, deletions, or revisions. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1., (ii) required because of acceptance of **defective** Work under paragraph 13.13 or correcting **defective** Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Times, which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

Article 11. Change of Contract Price

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. ENGINEER shall determine all claims for adjustment in the Contract Price in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive);

11.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Certified payroll record costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications shall be submitted to the ENGINEER with the claim. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Invoices for cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith shall be submitted to the ENGINEER with the claim. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment shall be in accordance with the State Department of Highways, Division of Highways, and State of Colorado Standard Specifications for Road and Bridge Construction 2005 Edition. If the materials used in performing the extra Work are taken from the CONTRACTOR's stock, then in lieu of invoices the CONTRACTOR shall furnish an affidavit, certifying that such materials were taken from its stock, that the quantity claimed was actually used in the Work, and that the price and transportation claimed represent the actual cost to the CONTRACTOR shall be submitted to the ENGINEER with the claim.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals rates of all construction equipment and machinery and the parts thereof which has been authorized by the ENGINEER, the CONTRACTOR will be paid for the use of equipment in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book for Construction Equipment and will be determined as follows:

Hourly rate: RR = (ADJ BB/176)(RF)(SAF)+EOC

Where:	RR	=	Hourly rental rate
	ADJ BB/176	=	Blue Book Monthly Rate adjusted for year of manufacture/176
	RF	=	Regional Factor of 1.06
	SAF	=	State Adjustment Factor of 1.05
	EOC	=	Estimated Hourly Operating Costs from Blue Book

With each claim, the CONTRACTOR shall submit the rental rate calculations including copies of the appropriate pages of the Blue Book for each piece of equipment listed in the claim.

Rental of equipment not owned by the CONTRACTOR will be paid for by invoice cost plus operating cost (EOC). Copies of the applicable pages of the Rental Rate Blue Book for Construction Equipment shall be submitted to the ENGINEER with the claim.

The costs of transportation, loading, unloading, installation, dismantling, and removal thereof are all in accordance with the terms of said rental agreements. If equipment is used intermittently and when not in use could be returned to its rental source at less expense to the OWNER than holding it at the Work site, it shall be returned unless the CONTRACTOR elects to keep it at the Work site at no expense to the OWNER. The rental of any such equipment, machinery, or parts shall cease when the use of the equipment is no longer necessary for the Work. No payment

will be made for the use of tools, which have a replacement value of $200.00 or less. Operators will be paid separately as provided in paragraph 11.4.1. Certified invoices for rental cost of all construction equipment and machinery incorporated in the Work shall be submitted to the ENGINEER with the claim.

11.4.5.4 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

11.4.5.6 Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work, (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4: all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of **defective** Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or

11.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3 where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3, and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;

11.6.2.5 the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.6 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work

11.9

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the contract Price in accordance with Article 11 if:

11.9.3.1 the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense of OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

11.9.4 In no event shall a claim be made or an adjustment of Unit Price allowed if a variation in actual quantities used does not equal or exceed 25 percent (25%) of the total Bid Price.

Article 12. Change of Contract Times

12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 Liquidated damages. The OWNER and the CONTRACTOR agree and recognize that time is of the essence for every time period set forth in the Contract Documents and that the OWNER will suffer financial loss if the Work is not substantially complete within the time set forth in the Contract Documents, plus any extensions thereof allowed in accordance with this Article 12 of the General Conditions. If the CONTRACTOR fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to Article 12, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay OWNER in the amount stipulated below for each and every contract day that expires after the time set forth in the Contract Documents for Substantial Completion of the Work until the same is finally complete and ready for Final Payment. The OWNER shall have the right to deduct liquidated damages from any amount due or that may become due to the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or the Surety. The OWNER has the option to enforce liquidated damages or to waive such damages. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance. Liquidated damages are intended only to compensate the OWNER for additional OWNER personnel efforts in administering the Contract after normally scheduled completion dates, and for City governmental and citizen inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this contract, the CONTRACTOR agrees that the liquidated damages specified in the Contract Documents are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the OWNER for extra costs which the OWNER may become obligated to pay on other contracts which are delayed or extended because of CONTRACTOR's failure to complete the Work within the time periods set forth in the Contract Documents. Liquidated damages are not intended to include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to CONTRACTOR’s performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the Owner from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in

performance. In order to recover liquidated damages, OWNER is under no obligation to prove the actual damages sustained by OWNER due to the CONTRACTOR's delay in performance. In no event shall the CONTRACTOR be assessed liquidated damages if the contract is suspended or terminated for events beyond the control of the CONTRACTOR for which a time extension beyond the original schedule of performance could be granted under 12.3.

The parties agree that liquidated damages shall be in the amount set forth in Article 2 of the Agreement.

12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4 The CONTRACTOR specifically waives any and all claims against the OWNER for damages resulting from any hindrance or delay caused by circumstances beyond the control of CONTRACTOR that prevents completing any part of the Work within the Contract Times (or Milestones), whether or not caused by the OWNER. The CONTRACTOR may instead be granted an extension of the Contract Times for which the OWNER will not claim liquidated damages, provided that the hindrance or delay is beyond the control of the CONTRACTOR. An extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Contractor, or delays beyond the control of CONTRACTOR whether or not caused by the OWNER.

Article 13. Tests and Inspections; Correction, Removal, or Acceptance of Defective Work

Notice of Defects

13.1 Prompt notice of all **defective** Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All **defective** Work may be rejected, corrected, or accepted as provided in this Article 13.

Access to Work

13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1 for inspections, tests, or approvals covered by paragraph 13.5 below:

13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3 as otherwise specifically provided in the Contract Documents.

13.4.4 Any and all retesting of soil necessitated by the CONTRACTOR's operations or inability to obtain specified density test results on the first attempt shall be the sole responsibility and costs of the CONTRACTOR to achieve required passing test results. Retesting required because of non-conformance to specified requirements shall be performed by the independent firm employed by the OWNER. Payment for retesting will be charged to the CONTRACTOR by deducting inspection, testing and administrative charges from the Contract Price.

13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER 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,** CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11.

OWNER May Stop the Work

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

Correction or Removal of Defective Work

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all **defective** Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not **defective.** CONTRACTOR shall pay all claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

Correction Period
13.12

13.12.1 If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall within seven calendar days after receiving notice from OWNER, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or if it has been rejected by OWNER, remove it from the site and replace it with WORK that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not within seven calendar days after receiving notice from OWNER comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3 Where **defective** Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work

13.13 If, instead of requiring correction or removal and replacement of **defective** Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall play all claims, costs, losses, and damages attributable to OWNER's evaluation of and determination to accept such **defective** Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such a recommendation, CONTRACTOR will pay an appropriate amount to OWNER.

OWNER May Correct Defective Work

13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct **defective** Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses, and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's **defective** Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

Schedule of Values

14.1 Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment

14.2 At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, claims, security interests, or encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. With each application for payment the CONTRACTOR shall submit a notarized waiver(s) of claim signed by the CONTRACTOR acceptable in form to the ENGINEER. The waiver of claim for payment for the work of the CONTRACTOR shall equal the amount of the previous payment distributed to the CONTRACTOR for work of the CONTRACTOR and the amount of the total previous payment distributed to the CONTRACTOR.

CONTRACTOR's Warranty of Title

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's onsite observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information, and belief:

14.5.1 the Work has progressed to the point indicated,

14.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10 and to any other qualifications stated in the recommendation), and

14.5.3 the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous onsite inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1 the Work is **defective**, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct **defective** Work or complete Work in accordance with paragraph 13.14, or

14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.3 inclusive.

In addition to the retainages set forth in the Contract Documents, the Owner may retain one hundred percent (100%) of all progress payments for any unsatisfactory performance of the Work and any payment recommended by the ENGINEER, including without limitation:

Defective work or failure to repair or replace defective work;

Claims filed against the CONTRACTOR, or reasonable evidence indicating probable filing of such claims;

Failure of the CONTRACTOR to make adequate or proper payments to subcontractors or suppliers for materials, equipment or labor;

Failure to obtain necessary permits or licenses, or to comply with applicable laws, ordinances, codes, or regulations, unless such noncompliance is due to reasons beyond the control of the CONTRACTOR, or due to act of the OWNER or and ENGINEER hired by the OWNER, or agents or employees thereof;

Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price then unpaid;

Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

Persistent failure to carry out the Work in accordance with the Contract Documents;

As a set off for amounts due the Owner on other items;

Collusion with other bidders in preparing the bid;

Actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.3, inclusive.

When the above reasons for withholding payment are removed and corrected to the OWNER's satisfaction, OWNER shall make payment to the CONTRACTOR of the sums withheld pursuant to this paragraph, subject to the amounts required to be retained by the Contract Documents.

Progress Payments to Suppliers and Subcontractors. The CONTRACTOR shall make partial payments of the amount due to each of the CONTRACTOR's suppliers and subcontractors in the same manner as the OWNER is required to pay the CONTRACTOR under Article 4 of the Agreement and Article 14 of the General Conditions, provided that the suppliers and subcontractors are performing to the CONTRACTOR's satisfaction. If the OWNER is notified that the CONTRACTOR is in arrears in payments to the CONTRACTOR's suppliers or subcontractors, the OWNER shall notify the CONTRACTOR and determine why such funds are being withheld. If the OWNER determines that no legitimate basis exists for the CONTRACTOR's withholding of such payments, the OWNER may, five (5) days after the mailing of written notice to the CONTRACTOR, make such payments directly to the CONTRACTOR's suppliers or subcontractors from funds which otherwise would be due the CONTRACTOR.

Substantial Completion

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of

completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

14.10 Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents or (ii) OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER

considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof land access thereto.

Final Inspection

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or **defective.** CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents. CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence satisfactory to the OWNER of the continuation of completed operations insurance and any insurance coverage written on a claims-made basis at final payment and one year thereafter; (ii) the consent of surety to final payment and that the performance bond shall remain in effect throughout the guarantee period; (iii) complete and legally effective claim releases signed by all suppliers and subcontractors in the form provided in the Contract Documents certifying that all outstanding claims for payment have been paid. The CONTRACTOR shall not receive final payment due under the Agreement until the CONTRACTOR obtains and files the foregoing items (i), (ii), and (iii).

14.12.1 LIENS. Colorado Statutes do not provide for any right of lien against public buildings. In lieu thereof, §38-26-107, Colorado Revised Statutes, as amended, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a CONTRACTOR until all such creditors have been put on notice by publication of such pending payment and given opportunity to stop payment to the CONTRACTOR in the amount of such claims. Pursuant to §38-26-107, C.R.S., any supplier may bring a suit and file a notice of lis pendens against the OWNER within ninety (90) days after the date set for final settlement. If any such supplier or person files any such claim and notice of lis pendens, the OWNER shall withhold retained amounts from final payments to the CONTRACTOR as are necessary to satisfy fully such claims. References to liens appearing in Article 14 shall be deemed as references to claims made pursuant to C.R.S §38-26-101 et seq. unless the context requires otherwise.

Final Payment and Acceptance

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Upon receipt of the ENGINEER's recommendation for payment and the final Application for Payment, OWNER shall order the publication of Notice of Final Payment as required by C.R.S. §38-26-107(1) and shall make final payment in accordance with C.R.S. 38-26-107(3).

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims

14.15 The making and acceptance of final payment will constitute:

14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

Article 15. Suspension of Work and Termination

OWNER May Suspend Work

15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the

Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3 for all claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4 for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

Article 16. Miscellaneous

Giving Notice

16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to include the first and the last day of such period.

Notice of Claim

16.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies

16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included

16.5 Whenever reference is made to "claims, costs, losses, and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

Interest

16.6 In the event that any payment of interest is to be made pursuant to any provision of the Contract Documents, excluding any bid bond, labor and materials bond or performance bond entered into by the CONTRACTOR, interest shall be paid at the average rate earned by the City of Louisville on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

Third Parties

16.7 The contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This paragraph shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.

Severability

16.8 To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.

Equal Opportunity Employer

16.9 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard for their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

The CONTRACTOR shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any contract and with any contract entered by the OWNER.

Supplementary Conditions

CONDITIONS OF THE CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Project Manual as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

1. GC-1 DEFINITIONS

A. Section 1.9.1, **CONTRACT DAY** of Article 1 of the General Conditions, delete the definition in its entirety and add the following language:

CONTRACT DAY – A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER-observed holidays, and Abnormal Weather days.

B. Section 1.41, **SUBSTANTIAL COMPLETION** of Article 1 of the General Conditions, add the following language:

The Work will not be considered suitable for Substantial Completion review until all project Bid Items and incidentals in the Work are completed and operational as designed, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining "punch list" work will be completed within twenty (20) Contract Days after receipt of notification or as agreed upon following the date of issuance of Certificate of Substantial Completion.

2. GC-2 PRELIMINARY MATTERS

A. Add the following language to Section 2.3 of Article 2 of the General Conditions:

All Locations

No work shall be performed on City observed Holidays:

- July 4th: No work shall be performed on July 4.
- Labor Day: No work shall be performed from 12 pm August 30 through September 2.

3. GC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

A. Section 4.4, **REFERENCE POINTS,** of Article 4 of the General Conditions, delete the second paragraph in its entirety and add the following language:

The OWNER shall not provide survey reference points, construction stakes, lines and grade for the work unless otherwise noted.

4. GC-6 CONTRACTOR'S RESPONSIBILITIES

A. **Labor, Materials and Equipment**, delete paragraph 6.3 in its entirety and insert the following:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work, or at night without OWNER's written consent given after prior written notice to ENGINEER. 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, or at night. Should the CONTRACTOR desire to work 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, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections 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, CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges. Overtime and other incidental administrative expenses for ENGINEER's and ENGINEER's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	$60.00
Construction Inspector	$45.00
Operations Supervisor	$45.00
Maintenance Worker	$30.00
Clerical	$25.00
Vehicle	$15.00

B. **Permits**

a. Paragraph 6.13.3, add the following language:

Right of Way Permit fee is waived for this project.

5. GC-12 CHANGES OF CONTRACT TIMES

A. Add the following language to Article 12 of the General Conditions:

12.4 EXTENSIONS OF TIME

a. The OWNER and CONTRACTOR are both aware that construction will be conducted during spring and summer and that variable weather conditions are typical for the site of the work.

b. The CONTRACTOR expressly agrees that the Contract Price is based on completion of the work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the work.

c. For purposes of evaluating requests for extensions of time due to abnormal weather conditions, the following conditions, and no others, will be considered unusually severe:

1) Precipitation volume exceeding the historical mean for the *months* of the construction period by more than one standard deviation.

2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.

d. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from Denver, as well as data available from the State Climatologist for the same areas.

e. The CONTRACTOR further agrees that should a request for time extension due to abnormal weather conditions, the CONTRACTOR shall submit all necessary historical and detailed daily data during the construction period to support the claim.

6. GC-13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

A. Section 13.11, **CORRECTION OR REMOVAL OF DEFECTIVE WORK** of Article 13 of the General Conditions, add the following language:

Failure or neglect on the part of ENGINEER to condemn unsatisfactory material or reject inferior workmanship will in no way release CONTRACTOR, nor shall it be construed to mean the acceptance of such work, nor shall Final Acceptance bar OWNER from recovering damages in case fraud was practiced, or for defective work resulting from CONTRACTOR's dishonesty.

Work done contrary to or regardless of the instructions of ENGINEER, work done without lines, grade, and/or cross section stakes and grades shown on the Plans or as given by ENGINEER, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of CONTRACTOR and will not be measured or paid for by OWNER. Any and all work so done may be ordered removed and replaced immediately at CONTRACTOR's expense.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 PROJECT NAME: 2025 Crack Seal Project

1.1.2 PROJECT NUMBER: 301312-660012
PROJECT LOCATION: Louisville, Colorado

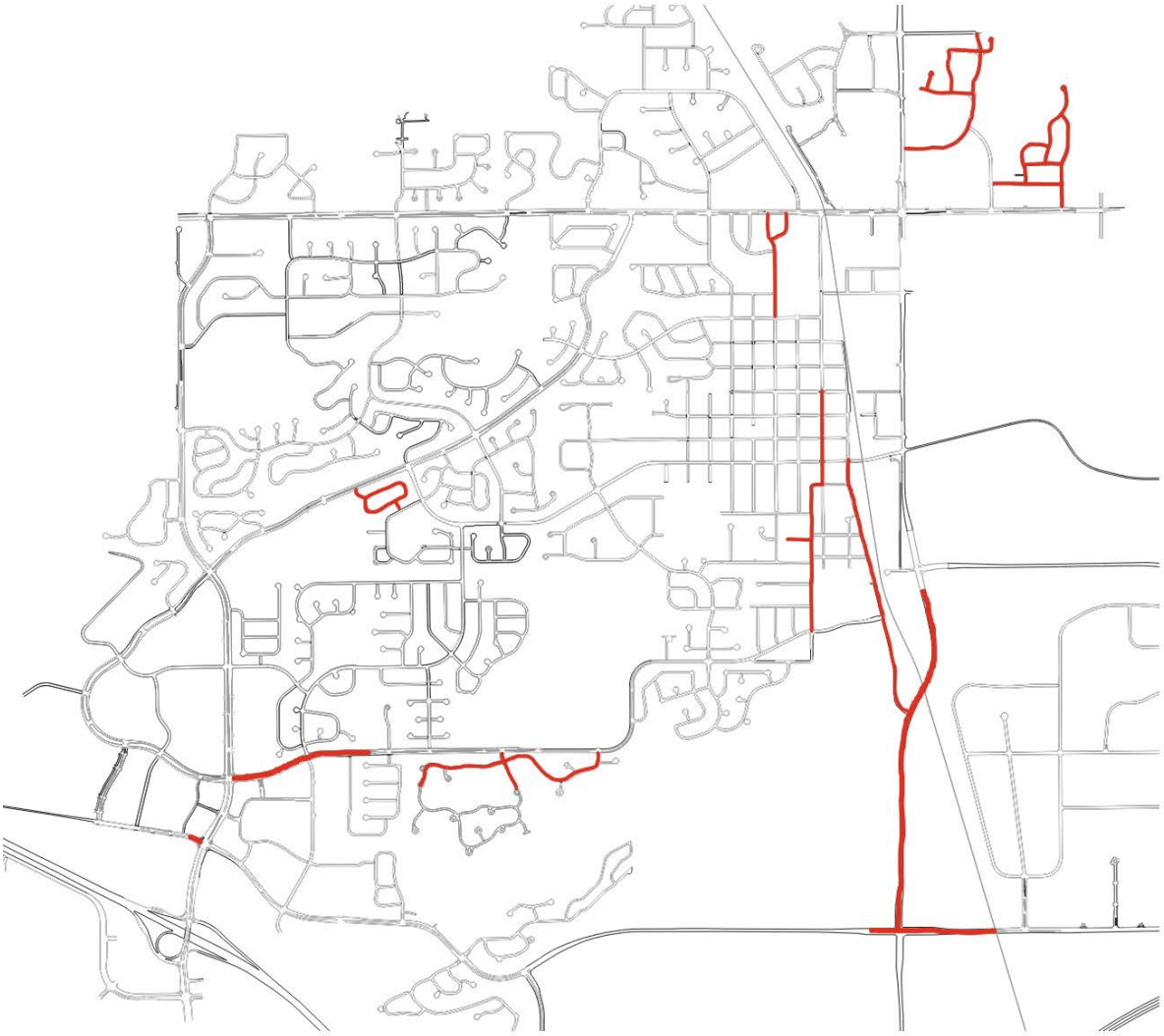
1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work consists of furnishing and installing crack sealant, including all work appurtenant thereto, on street segments identified in the table and map below within the City of Louisville, Colorado.

CRACK SEAL LOCATIONS

Street	From	To
W Dillon Rd	McCaslin	~100' West of McCaslin
W Dillon Rd	Railroad Tracks	East of 96th
W Dillon Rd	East of 96th	96th
W Dillon Rd	96th	~600' West of 96th
Main St	Elm St	Pine
Main St	Pine St	Spruce St
Main St	Spruce St	Walnut St
Main St	Walnut St	South St
County Rd	96th	Bella Vista
County Rd	Bella vista	Elm St
County Rd	Elm st	Pine St
96th	Dillon	North of Dillon
96th	North of Dillon	Goodhue Ditch
96th	Goodhue Ditch	County Rd
96th	County Rd	North end of Bridge
96th	North end of Bridge	Conc. South of Lock
Circle Dr	South Boulder Rd	Jefferson Ave
Jefferson Ave	South Boulder Rd	Sunset Dr
Jefferson Ave	Sunset Dr	Griffith St

Jefferson Ave	Griffith St	Lafayette St
Roosevelt	Elm St	Hutchinson st
Roosevelt	Hutchinson St	West St
Roosevelt	West St	Lois Dr
Roosevelt	Lois Dr	Bella Vista Dr
Mead St	Roosevelt	End of Street
Fairfield Ln	W Cherry St	Coal Creek Ln
Fairfield Ln	Coal Creek Ln	Private Boundary @ Roundabout
Coal Creek Ln	W Cherry St	Private Boundary @ Roundabout
Cherry St	McCaslin Blvd	Dhalia St
Cherry St	Dhalia St	X-Walk at Powerline Trail
Nighthawk	Via Appia	Nighthawk Cir
Nighthawk	Nighthawk Cir	Nighthawk Cir
Nighthawk	Nighthawk Cir	Owl Dr
Hecla Way	Plaza Dr	Blue Star Ln
Lakespur Ln	White Violet	End of Street
Sweet Clover	Lakespur Ln	Hecla Way
Hecla Dr	CO 42	Snowberry Ln
Hecla Dr	Snowberry Ln	Rose Ct
Hecla Dr	Rose Ct	Paschal Dr
Snowberry Ln	Hecla Dr	End of Street
Ella Ct	Snowberry Ln	End of Street
Golden Eagle Way	Hecla Dr	Snowberry Ln
White Violet Way	Sweet Clover Ln	Blue Star Ln
Blue Star Ln	South Boulder Rd	Hecla Way
Blue Star Ln	Hecla Way	Larkspur Ln
Rose Ct	Hecla Dr	End of Street



N

LOCATION MAP

1":1000'

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 GENERAL

A. Measurement and payment criteria applicable to (portions of) the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Measurement methods delineated in the individual specification sections complements the criteria of this section. (In the event of conflict, the requirements of the individual specification section govern.)

B. Take all measurements and compute quantities. ENGINEER will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by ENGINEER determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit/lump sum prices contracted.

C. If the actual Work requires a change that is equal to an increase or decrease that is 25 percent (25%) or more of the Bid Price, then OWNER or CONTRACTOR may claim for a Contract Price adjustment.

D. The City reserves the right to remove work from the Contract. If an item is removed from the contract, no payment will be made for said item.

1.3.1 LUMP SUM SCHEDULES

A. There will be no measurement for lump sum items included in the lump sum schedule.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by volume: Measured by cubic dimension using mean length, width, and height or thickness.

B. Measurement by area: Measured by square dimension, using mean length and width or radius.

C. Linear measurement: Measured by linear dimension, at the item centerline or mean chord.

D. Measurement by weight: The term “ton” will mean the short ton consisting of 2000 pounds avoirdupois.

Materials measured or proportioned by weight shall be weighed on accurate scales. Scales shall be accurate within the allowable tolerances as prescribed by State law. The scales shall be sealed by the measurement Standards Section of the Colorado Department of Agriculture at least once each year, each time the scales are relocated, and as often as ENGINEER may deem necessary. Scales shall be furnished by CONTRACTOR or CONTRACTOR may utilize commercial scales.

Scales shall be operated according to the Colorado Department of Agriculture’s regulations. Weighers, scales, scale tickets, scale house, and verification of the scale’s accuracy will not be measured and paid for separately but shall be included in the work.

CONTRACTOR may use either certified hopper scales or certified platform scales.

When platform scales are used to weigh vehicles carrying material paid for by weight, each vehicle shall be weighed by a certified weigher. Hopper scales used to directly measure material paid for by weight shall be operated by certified weighers and provide an accurate net weight.

The operator of each vehicle carrying material measured and paid for by weight shall obtain a scale ticket (certificate of correct weight) from the certified weigher and deliver the ticket to ENGINEER at the point of delivery of the material.

The scale ticket shall include the following information:

1. Project Number
2. Date
3. Ticket Number
4. Haul Unit Number
5. Gross weight
6. Tare Weight
7. Net Weight
8. Material Type
9. Certified Weigher’s Name

1.5 PAYMENT

A. Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by ENGINEER multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

2.0 PRODUCTS - Not Used

3.0 EXECUTION - Not Used

SECTION 01091 - REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations, which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.

B. Standards listed herein are included in the Contract Documents by this reference and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.

C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.

D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.

E. Inclusion of reference standards herein does not make the Engineer an agent of the publishing agency, nor does it obligate the Engineer to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 2002

M103 -- Mild to medium strength carbon-steel castings for general application
M105 -- Gray iron castings

M111 -- Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
M183 -- Structural steel
T166 -- Bulk specific gravity of compacted bituminous mixtures

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

ACI 211.1 -- Standard practice for selecting proportions for normal, heavyweight, and mass concrete
ACI 211.2 -- Standard practice for selecting proportions for structural lightweight concrete
ACI 301 -- Specifications for structural concrete for buildings
ACI 304 -- Recommended practice for measuring, mixing, transporting, and placing concrete
ACI 304.2R -- Placing concrete by pumping methods
ACI 305R -- Hot weather concreting
ACI 306R -- Cold weather concreting
ACI 315 -- Details and detailing of concrete reinforcement
ACI 318 -- Building codes requirements for reinforced concrete
Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
ACI 347 -- Recommended practice for concrete formwork
ACI SP-66 -- ACI detailing manual (synopsis)

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

ASTM A27 -- Specification for steel castings, carbon, for general application
ASTM A36 -- Standard specification for structural steel
ASTM A48 -- Specification for gray iron castings
ASTM A53 -- Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
ASTM A82 -- Specifications for steel wire, plain, for concrete reinforcement.
ASTM A120 -- Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses
ASTM A123 -- Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
ASTM A185 -- Specifications for steel welded wire, fabric, plain, for concrete reinforcement
ASTM A283 -- Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
ASTM A307 -- Specification for carbon steel externally threaded standard fasteners
ASTM A325 -- Specification for high-strength bolts for structural steel joints
ASTM A366 -- Specification for steel, carbon, cold-rolled sheet, commercial quality
ASTM A416 -- Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
ASTM A421 -- Specification for uncoated stress-relieved wire for pre-stressed concrete
ASTM A446 -- Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality

ASTM A490 -- Specification for heat-treated, steel structural bolts, 150 ksi (1035 map) tensile strength
ASTM A500 -- Specification for cold-formed welded and seamless carbon steel structural tubing in rounds and shapes
ASTM A501 -- Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525 -- Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526 -- Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536 -- Specification for ductile iron castings
ASTM A568 -- Specification for general requirements for steel, carbon, and high-strength, low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570 -- Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572 -- Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588 -- Specification for high-strength low-alloy structural steel with 50 ksi (345MPa) minimum yield point to 4 inches thick
ASTM A611 -- Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615 -- Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663 -- Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775 -- Specification for epoxy-coated reinforcing steel bars
ASTM B32 -- Specification for solder metal
ASTM B88 -- Specification for seamless copper water tube
ASTM B209 -- Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221 -- Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31 -- Methods of making and curing concrete test specimens in the field
ASTM C33 -- Specification for concrete aggregates
ASTM C36 -- Specification for gypsum wall board
ASTM C39 -- Test method for compressive strength of cylindrical concrete specimens
ASTM C42 -- Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67 -- Method of testing brick and structural clay tile
ASTM C76 -- Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79 -- Test method for gypsum sheathing board
ASTM C94 -- Specification for ready mixed concrete
ASTM C109 -- Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110 -- Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136 -- Method for sieve analysis of fine and coarse aggregates
ASTM C138 -- Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140 -- Method of sampling and testing concrete masonry units
ASTM C143 -- Test method for slump or Portland cement concrete
ASTM C144 -- Specification for aggregate for masonry mortar
ASTM C150 -- Specification for Portland cement
ASTM C171 -- Specification for sheet materials for curing concrete
ASTM C172 -- Method of sampling fresh concrete
ASTM C173 -- Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207 -- Specification for hydrated lime for masonry purposes

ASTM C231 -- Test method for a content of freshly mixed concrete by the pressure method
ASTM C260 -- Specification for air entraining admixtures for concrete
ASTM C270 -- Specification for mortar for unit masonry
ASTM C309 -- Specification for liquid membrane-forming compounds for curing concrete
ASTM C330 -- Specification for lightweight aggregated for structural concrete
ASTM C425 -- Specification for compression joints for vitrified clay pipe and fittings
ASTM C476 -- Specification for grout for masonry
ASTM C478 -- Specification for precast reinforced concrete manhole sections
ASTM C494 -- Specification for chemical admixtures for concrete
ASTM C506 -- Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507 -- Specification for reinforced concrete elliptical culvert, storm drain, or sewer pipe
ASTM C578 -- Specification for performed, cellular polystyrene thermal insulation
ASTM C612 -- Specification for mineral fiber block and board thermal insulation
ASTM C630 -- Specification of water-resistant gypsum backing board
ASTM C641 -- Test method for staining materials in lightweight concrete aggregates
ASTM C645 -- Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665 -- Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672 -- Test method for scaling resistance of concrete surfaces exposed to deicing chemicals
ASTM C700 -- Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726 -- Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803 -- Test method for penetration resistance of hardened concrete
ASTM C805 -- Test method for rebound number of hardened concrete
ASTM C828 -- Recommended practice for low-pressure air test of vitrified clay pipe lines
ASTM C834 -- Specification for latex sealing compounds
ASTM C920 -- Specification for elastomeric joint sealants
ASTM C936 -- Specification for solid concrete interlocking paving units
ASTM D41 -- Specification for asphalt primer used in roofing and waterproofing
ASTM D312 -- Specification for asphalt used in roofing
ASTM D422 -- Test method for particle size analysis of soils
ASTM D448 -- Specification for standard sizes of coarse aggregate for highway construction
ASTM D698 -- Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb rammer and 12-inch drop
ASTM D1188 -- Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227 -- Specification for emulsified asphalt used as a protective coating for built-up roofing
ASTM D1556 -- Test method for density of soil in place by the sand-cone method
ASTM D1557 -- Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb rammer and 18-inch drop
ASTM D1559 -- Test method for resistance to plastic flow of bituminous mixtures using marshal apparatus
ASTM D1667 -- Specification for flexible cellular materials - vinyl chloride polymers and copolymers (closed-cell vinyl)

ASTM D1751 -- Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient bituminous types)
ASTM D1752 -- Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784 -- Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785 -- Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80, and 120
ASTM D2000 -- Classification for rubber products in automotive applications
ASTM D2167 -- Test method for density of soil in place by the rubber-balloon method
ASTM D2172 -- Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178 -- Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216 -- Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241 -- Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287 -- Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487 -- Test method for classification of soils for engineering purposes
ASTM D2564 -- Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729 -- Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855 -- Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898 -- Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922 -- Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950 -- Test method for density of bituminous concrete in place by nuclear method
ASTM D3017 -- Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034 -- Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909 -- Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253 -- Test method for maximum index density of soils using a vibratory table
ASTM D4254 -- Test methods for minimum index density of soils and calculation of relative density
ASTM D4318 -- Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397 -- Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84 -- Test method for surface burning characteristics of building materials
ASTM E96 -- Test methods for water vapor transmission of materials
ASTM E136 -- Test method for behavior of materials in a vertical tube furnace at 750°C
ASTM E283 -- Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329 -- Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331 -- Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605 -- Test method for thickness and density of sprayed fire-resistive material applied to structural members
ASTM E759 -- Test method for effect of deflection of sprayed fire-resistive material applied to structural members

ASTM E760 -- Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members

ASTM E761 -- Test method for compressive strength of sprayed fire-resistive material applied to structural members

ASTM E859 -- Test method for air erosion of sprayed fire-resistive material applied to structural members

ASTM F567 -- Practice for installation of chain link fence

ASTM F679 -- Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

3.1.4 AMERICAN WATER WORKS ASSOCIATION (AWWA)

6666 W. Quincy Ave., Denver, CO 80235
(303) 794-7711

Specifications and Test Methods Specifically Referenced Herein.

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)

5420 Old Orchard Road, Skokie, IL 60077
(312) 966-6200

Design and Control of Concrete Admixtures.

3.1.6 CITY OF LOUISVILLE

Department of Public Works - Engineering Division
749 Main Street, Louisville, Colorado 80027
(303) 335-4608

Design and Construction Standards, 1994 Edition

3.1.7 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

4201 E. Arkansas Avenue, Denver, CO 80222
(303) 757-9011

Standard Specification for Road and Bridge Construction, current Edition.

- END OF SECTION -

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This section contains a summary of submittals required by the Contract Documents and establishes the general procedures and requirements for submittals.

B. Submittals covered under this section include, but are not necessarily limited to, schedules, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by CONTRACTOR or any subcontractor, manufacturer, or supplier, to illustrate some portion of the work.

1.1.2 RELATED WORK: Specific requirements for submittals are included in the individual specification sections.

1.2 REFERENCES:

1 .2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of Division 1 sections apply to this section.

1.3 DEFINITIONS:

1 .3.1 PRODUCT DATA: As used herein, the term "product data" includes standard printed information published by the manufacturer describing materials, products, systems, and installation instruction not specifically prepared for this project, other than designation of selections from among available choices printed.

1.3.2 SHOP DRAWINGS: As used herein, the term "shop drawings" includes specially prepared technical data forms including drawings, diagrams, performance curves, data sheets, schedules templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for application to more than one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.

1 .3.3 SAMPLES: As used herein, the term "samples" includes fabricated and unfabricated physical examples of materials, products, and units of work; as complete units or smaller portions of units of work; either for limited visual inspection or, where in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site of off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA: As used herein, the term "miscellaneous data" means various documents related directly to the work, including project photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4 QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of CONTRACTOR's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

1.4.2 PERFORMANCE: Promptly check each submittal for accuracy, completeness, and applicability, and review, approve, and submit - in sequence according to the submittal schedule so as to cause no delay in the work or in the work of the OWNER or any separate Contractor - all submittals required by the Contract Documents. Identify each submittal to include name of project, specification section, supplier, source, finish, and location of use in the project.

1.4.3 VERIFICATION:

A. By making a submittal to ENGINEER, CONTRACTOR represents that he has approved such submittals and has determined and verified:

1. The applicability of the submittal to the project,
2. all quantities and sizes of materials, detailed fabricating dimensions, temporary erection connections or closures, tolerances and the proper fit and mating with adjacent materials,
3. related field measurements and field construction criteria, and
4. information pertaining to fabrication process and techniques of construction and erection.

B. CONTRACTOR further represents that he has checked and coordinated information contained within such submittal with requirements of the work and of the Contract Documents.

1.4.4 RESPONSIBILITY: CONTRACTOR shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by ENGINEER review of submittals, unless CONTRACTOR has specifically informed ENGINEER in writing of such deviation at the time of submission, and ENGINEER has taken no written exception to the specific deviation. CONTRACTOR shall not be relieved from responsibility for errors or omissions in submittals by ENGINEER's review of or action upon such submittals.

1.4.5 SUBMITTAL VALIDITY: Submittals submitted which are not required to be submitted or are submitted without CONTRACTOR's approval will not be processed by ENGINEER, but will be

returned to CONTRACTOR for his compliance with Contract Document requirements, in which event it shall be deemed that CONTRACTOR has not complied with requirements of the Contract Documents, and CONTRACTOR shall bear responsibility for all delays as if no submittals had been submitted.

1.4.6 COMMENCEMENT OF WORK: No portion of the work requiring submittals shall be commenced until submittals have been acted on by ENGINEER. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to ENGINEER prior to commencement of project construction**.

1.5 GENERAL SUBMITTAL REQUIREMENTS:

1.5.1 SCHEDULING: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in the progress schedule), show principal work-related submittal requirements and time schedules for coordination and integration of submittal activity with related work.

1.5.2 COORDINATION AND SEQUENCING: Coordinate preparation and processing of submittals with performance of work so that the work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed by coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

1.5.3 PREPARATION OF SUBMITTALS: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Show evidence of CONTRACTOR's review by clearly exhibiting check marks and stamped approval marking acceptance and provide space for ENGINEER's and ENGINEER's consultant's review or action marking. Package each submittal appropriately for transmittal and handling.

1.5.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: Except as otherwise indicated in individual specifications sections, comply with general requirements specified herein for each indicated submittal category. Furnish and process intermediate submittals, where required between initial and final, similar to initial submittals(s).

1.5.5 PROGRESS SCHEDULE: Refer to supplementary conditions for progress schedule requirements.

1.5.6 DAILY REPORTS: Furnish copies of each daily report prepared by CONTRACTOR's Project Superintendent to ENGINEER and the OWNER. Transmit reports on a daily basis.

1.5.7 SHOP DRAWINGS:

A. Furnish newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer (firm name) indicated thereon. Affix seal of Contractor's or fabricator's design engineer where applicable. Show all dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements.

B. Where shop drawings are normally required, and where specifically called for in the specifications, submit to ENGINEER four (4) blueline or blackline prints of each shop drawing and/or schedule required. Two prints will be returned.

C. Subsequent submittal(s), if required for correction or confirmation of corrective items, shall be same as initial submittal except as otherwise requested by ENGINEER or specified in conditions of the contract.

D. Shop drawings and schedules will be reviewed for general conformance with the design concept contained within the Contract Documents.

E. Do not allow shop drawing copies into field without appropriate final markings by ENGINEER.

1.5.8 PRODUCT DATA:

A. Collect required data into one submittal for each unit of work or system. Mark each copy in a legible and reproducible manner to show which choices and options are applicable to the project; "highlighting" with colored markers not acceptable. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.

B. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract Documents has been confirmed by CONTRACTOR. Submittals of product data are for information and record, unless otherwise indicated.

C. The initial submittal will be the only submittal required unless returned promptly by ENGINEER, marked with an action which indicated an observed noncompliance. Submit 4 copies, each marked or labeled with project name, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Provide sufficient space for ENGINEER’s action stamp. ENGINEER will retain two copies for himself and return the rest.

D. Do not proceed with installation of materials, products, or systems, until a copy of applicable product data is in the possession of the installer.

E. Maintain one set of product data for each submittal at the project site.

1.5.9 PUBLISHED STANDARDS: Where submittal of published standards is required, except where specified integrally with "Product Data" submittals, submit a single copy for ENGINEER’s use. Where workmanship at the project site and elsewhere is governed by published standards, furnish additional copies to fabricators, installers, and others involved in performance of the work.

1.5.10 CONSTRUCTION PHOTOGRAPHS: Unless otherwise provided in the Contract Documents, OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULES:

3.1.1 SUBMITTAL SCHEDULE: The following scheduled is included as a checklist for convenience only and may not include all submittals required. Failure to include submittals in this schedule does not relieve CONTRACTOR from providing submittals if required by individual specification sections.

General Requirements		
Section	Title	Submittals Required
01410	Testing and Inspections	N/A - City to provide Testing Services
01700	Contract Closeout	Record documents, Certificates of Compliance, Certificates of Inspection, Warranties, Guaranties, Bonds, Insurance Certificates, Consent of Surety, Releases of Liens, List of subcontractors and suppliers Acknowledgment of date of commencement of warranties and guaranties
Technical Specifications		
Section	Title	Submittals Required
02600	Construction Zone Traffic Control	Method for Handling Traffic (MHT)
07900	Crack Sealant	Product Data, Test Reports, Certificates of Compliance
08900	Mastic Sealant	Product Data, Test Reports, Certificates of Compliance

- END OF SECTION -

SECTION 01410 - TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.

B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by OWNER.

C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK: Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve CONTRACTOR from providing all tests, which are indicated to be his responsibility, or from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY: The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without ENGINEER's written consent.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of other Division 1 Sections apply to this Section.

1.2.2 REFERENCE STANDARDS: Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents. A complete listing of applicable reference standards, including full name of publishing agency and date or number is contained in section 01091.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

1.3.2 CODE COMPLIANCE TESTS AND INSPECTIONS: Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.

1.3.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Tests or inspections informed exclusively for the CONTRACTOR's convenience or information.

1.3.4 RE-TESTING: Subsequent testing or inspections of the work or any portion of the work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.

1.4 SUBMITTALS:

1.4.1 TEST AND INSPECTION REPORTS: Copies of all test and inspection reports will be promptly delivered by the testing and inspections agency directly to OWNER and ENGINEER.

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

1.5.1 INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS: Paid for by OWNER.

1.5.2 CODE COMPLIANCE TESTS AND INSPECTION: Paid for by CONTRACTOR**.**

1.5.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Paid for by CONTRACTOR.

1.5.4 ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS: Paid for by OWNER if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by CONTRACTOR.

1.5.5 RE-TESTING: Paid for by CONTRACTOR.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

3.1.1 ACCESS TO THE WORK: Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

3.1.2 FACILITIES FOR TESTING: Provide all necessary facilities required for testing and inspecting the work, including but not limited to, lifts, and suitable safe storage areas for freshly poured concrete test cylinders.

3.1.3 NOTIFICATION: Notify ENGINEER not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required. ENGINEER will schedule testing and inspection agency.

3.2 TEST AND INSPECTION PROCEDURES:

3.2.1 GENERAL: Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.

3.2.2 TAKING SPECIMENS: Unless otherwise indicated, all specimens and samples for testing will be taken by the testing and inspections agency personnel, either at the source of the material or at the site for work in progress.

3.2.3 DELIVERY OF SPECIMENS: Unless otherwise indicated, pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory will be done by the agency's personnel. This includes concrete test cylinders, which have been stored on site for the initial curing period.

3.2.4 RE-TESTING: When initial tests or inspections indicate non-compliance of the work or any portion thereof, the non-complying portion shall be removed, replaced, or reworked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has been re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

A. OWNER and ENGINEER reserve the right to require additional or alternative tests or inspections of materials or work for which either has reason to believe may not be in compliance with the requirements of the Contract Documents.

B Examples of such additional tests may include, but are not limited to, additional sieve analysis of aggregates or granular fill material; additional field density tests of subgrade, fill, or backfill materials; additional slump tests of concrete as it is being placed; core tests of in-place structural concrete; load testing of concrete structures; x-ray or other non-destructive testing of structural steel; and field-cut test strips of membrane roofing.

C. Payment for additional or alternative tests will be determined as provided herein above.

- END OF SECTION -

SECTION 01500 - TEMPORARY FACILITIES, CONTROLS, AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

A. General conditions, supplementary conditions, and applicable provisions of other Division 1 sections apply to this section.

B. Section 02600 Construction Zone Traffic Control.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

2.1.1 STORAGE STRUCTURES: Provide enclosed, weather tight storage facilities for materials and equipment which require protection from the elements.

2.1.2 SANITARY FACILITIES:

A. Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.

B. **ENGINEER shall approve locations of all temporary toilet facilities for the work. CONTRACTOR shall instruct any and all employees engaged in the work to use the designated temporary toilet facility or other approved toilet facility**.

2.1.3 FENCES AND BARRICADES:

A. Provide temporary orange fences along the property owner side of the construction limits as shown on the plans. In the remaining work areas and streets provide traffic control devices as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of workplace.

B. Maintain temporary fences, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

2.1.4 CONSTRUCTION STAGING

A. Coordinate construction activities with the property and business owners to minimize impacts.

B. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

2.1.5 STORAGE OF MATERIALS/EQUIPMENT, ETC.

A. CONTRACTOR shall not be allowed to park any vehicles (including worker's personal vehicles) or equipment in any on-street parking spaces that are open to traffic.

B. No construction trailers or storage yards will be allowed in the work area and neighborhood. CONTRACTOR shall locate trailer/storage yard subject to approval of ENGINEER.

2.3 TEMPORARY CONTROLS

A. Noise Control. Equip construction machinery and vehicles with practical sound and muffling devices and operate in a manner to minimize noise consistent with efficient performance of the work.

B. Dust Control.

1. Take reasonable measures to prevent unnecessary dust.

2. Moisten dirt roads used for transportation and haul with water or apply a chemical dust suppressant to control dust.

3. Cover dusty material in transit when necessary to prevent blowing.

C. Pollution Control.

1. Prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.

2. Retain all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off the site.

3. Do not perform equipment maintenance or fueling within 50 feet of any water course.

D. Erosion Control.

1. Take such measures as are necessary to prevent erosion of soil on the site and adjacent properties that might result from construction activities.

2. Provide temporary materials such as hay bales, sandbags, or plastic sheets, to prevent the erosion of banks or excavation where runoff may be increased or concentrated due to construction activities.

3. Take such measures as are necessary to prevent soil, mud, debris, etc. from entering the storm sewer system. CONTRACTOR shall be responsible for cleaning existing storm sewer downstream of the site if any soil, mud, debris, etc. enter it from the site. ENGINEER shall inspect system prior to final inspection and required cleaning will be noted on the punch list. CONTRACTOR shall clean to the satisfaction of ENGINEER.

2.4 OTHER TEMPORARY SERVICES:

2.4.1 CLEANING:

A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris to legal dump or landfill is required daily as a minimum.

B. Provide daily sweeping or cleaning of adjacent streets and walkways as required to prevent accumulation of mud, dust, or soil thereon from construction traffic and personnel.

C. CONTRACTOR shall at his/her own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by ENGINEER, the work may be done by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

2.4.2 OWNER-MAINTAINED FACILITIES:

A. During construction activities including but not limited to demolition, unclassified excavation, subgrade cement treatment, and asphalt paving, CONTRACTOR shall protect from damage all OWNER-maintained facilities. Street signage, storm sewer inlets and manholes, sanitary sewer manholes, water main valve boxes, and water service curb stop boxes damaged or backfilled during construction shall be repaired, replaced, and made accessible. Backfilled manholes and inlets shall be cleaned immediately. Upon failure to repair, replace, or clean OWNER-maintained facilities promptly, the work may be completed by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

3.1.1 TEMPORARY STRUCTURES: Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.

3.1.2 REMOVAL OF TEMPORARY FACILITIES: Remove temporary facilities and structures from the site as soon as practicable or when no longer required by CONTRACTOR or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 Temporary Facilities and Controls and Services will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED: This section includes administrative procedures and closeout submittals required at substantial completion and final completion of the work.

1.1.2 RELATED WORK: Additional specific requirements are specified in the various sections of these specifications.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of these specifications apply to this section.

1.3 DEFINITIONS:

1.3.1 CONTRACT CLOSEOUT: Contract closeout is defined to include general administrative requirements near the end of the contract time, in preparation for final acceptance, final payment, normal completion of the contract, occupancy by OWNER, and similar actions evidencing completion of the work. Time of closeout is directly related to substantial completion, and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.4 SUBMITTALS

1.4.1 RECORD DOCUMENTS - GENERAL:

A. Additional or specific requirements for record documents are indicated in individual sections of these specifications.

B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location.

C. Provide access to record documents for ENGINEER's or OWNER's reference during normal working hours.

D. Review record documents for progress and accuracy at regularly scheduled job progress meetings.

E. Upon completion of mark-up, submit record documents to the ENGINEER for the OWNER's records.

1.4.2 RECORD SPECIFICATIONS:

A. Maintain one copy of specifications, including addenda, change orders, and similar modifications issued in printed form during construction. Mark up variations of substance in actual work in comparison with text of specifications and modifications as issued.

B. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.

C. Note related record drawing information and product data where applicable.

D. Label record specifications with the words "RECORD COPY" and the date submitted, stamped or neatly printed in block letters on the cover.

1.4.3 OTHER DOCUMENTS: Submit the required number of the following additional documents, which may be required by the various specification sections:

1) Certificates of compliance with applicable reference standards.
2) Certificates of inspection or other evidence of compliance with governmental agencies or authorities having jurisdiction over the work.
3) Warranties, guarantees, and bonds.
4) Certificates of insurance for products and completed operations.
5) Written consent of surety.
6) Evidence of payment and release of liens for subcontractors, suppliers, and other goods and services (Claims Release Forms).
7) Certificate of substantial completion form signed by CONTRACTOR accepting the date of substantial completion.
8) Final Inspection report signed by CONTRACTOR.
9) Certificate of final completion signed by the CONTRACTOR acknowledging the date of final completion.
10) Operations and maintenance manuals as required.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PREREQUISITES:

3.1.1 FINAL COMPLETION: Prior to requesting the City's final observation for certification of final acceptance and payment, as required by the general and supplemental conditions, complete the following:

1) Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. List known exceptions to final completion of the work, if any, in the request.

2) Submit updated final statement, accounting for additional changes to contract sum.

3) Submit certified copy of final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

4) Submit written consent of surety.

5) Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 Contract Closeout will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 02600 - CONSTRUCTION ZONE TRAFFIC CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

Construction zone traffic control shall apply to any and all construction and related construction on the 2025 Crack Seal Project to complete the work.

This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, variable message boards, flashing portable beacons, barricades, channelizing devices, delineators, and flagging as required by the Manual on Uniform traffic Control Devices and the Colorado Supplement thereto, in accordance with the plans and these specifications. When a device is not in use, CONTRACTOR may remove it from the project for the period it is not needed. Devices temporarily not in use shall not be stored in the roadway or walkways.

1.2 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

A. Standard Specifications for Road and Bridge Construction by the Colorado Department of Transportation (CDOT), Section 630, Construction Zone Traffic Control, and Section 627, Pavement Marking.
B. Manual on Uniform Traffic Control Devices, FHWA, and the latest revision of the Colorado Supplement thereto.
C. CDOT Standard Plan S-630-1 (sheets 8 and 9), S-630-2 and S-630-3.

1.3 SUBMITTALS

A. Five (5) CONTRACT DAYS prior to the start of any construction activity, submit copies of the following:

1. Proposed detour plan and traffic control elements as described under Section 3.2.
2. Schedule of proposed duration and sequence of operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In accordance with CDOT Section 627.02 regarding pavement marking tape.
B. In accordance with CDOT Section 630.02 regarding signs and barricades.
C. In accordance with CDOT Section 630.05 regarding traffic cones.

PART 3 - EXECUTION

3.1 GENERAL

In accordance with CDOT, Subsection 630.09 through Subsection 630.13, Construction Zone Traffic Control - Construction Requirements, except as modified herein.

In accordance with CDOT, Section 627.10, Pavement Marking Tape.

3.2 METHOD OF HANDLING TRAFFIC

Delete the second paragraph of Subsection 630.09.

Subsection 630.08 shall include the following:

ALL TRAFFIC CONTROL DEVICES MUST BE IN GOOD AND CLEAR CONDITION, INSTALLED PRIOR TO ALL AND ANY CONSTRUCTION ACTIVITY. ENGINEER MAY DIRECT MINOR MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN BASED ON OBSERVATIONS OF FIELD CONDITIONS AT ANY TIME OR SUSPEND WORK UNTIL APPLICABLE SAFETY MEASURES ARE TAKEN WITHOUT ANY CHANGES TO THE COST OF THE PROJECT.

DEFICIENCIES IN TRAFFIC CONTROL SHALL BE CORRECTED IMMEDIATELY OR WORK SHALL BE SUSPENDED. OWNER WILL REQUEST A REDUCTION IN COST IF TRAFFIC CONTROL IS NOT PROVIDED PER APPROVED METHOD OF HANDLING TRAFFIC.

In Subsection 630.09, add the following:

The City Engineer must approve all street closures. At least 24 hours before a street closure, it shall be the responsibility of CONTRACTOR to notify the following agencies:

1. Police Department 303-441-4444
2. Louisville Fire Protection District 303-666-8809
3. City of Louisville Operations and Maintenance Department 303-335-4750
4. AMR Ambulance Service 303-665-6623
5. Boulder Valley School District 303-447-1010
6. Boulder County Communications 303-441-4444
7. Regional Transportation District 303-443-0100
8. Republic Trash Service ..... Email the following:
   Nick Scharrer ..... nscharrer@republicservices.com
   Mike Allarid ..... mallarid@republicservices.com
   Blair Van Hoeven ..... blair.vanhoveven@republicservices.com
   Susan Roundy ..... sroundy@republicservices.com

In addition to the above agencies and organizations, CONTRACTOR shall notify the Post Office.

At the completion of work, the agencies must be notified of resumption of normal service.

Changes to the approved traffic control plan necessitated by unforeseen circumstances, such as utility conflicts, must be reviewed and authorized by ENGINEER.

CONTRACTOR shall include the cost for purchasing “NO PARKING” signs necessary to restrict parking within the work limits. "NO PARKING" signs shall be placed not less than 24 hours in advance of commencement of work in a work zone. The sign shall state, for example "No Parking 7 a.m. to 7 p.m.", together with the day of the week. **“No Parking” signs shall be removed or turned from traffic on streets where construction activities are postponed for a period of time greater than 48 hours.**

A copy of the Right of Way Permit and the approved method of handling traffic (MHT) shall be available at the project site in order that City personnel may verify compliance with the specified traffic control requirements.

The specified elements of the MHT shall also include the number of flag persons to be used.

Approval of the proposed MHT does not relieve CONTRACTOR of liability specifically assigned to him under the contract. CONTRACTOR shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

CONTRACTOR shall coordinate and cooperate fully with agents of the City of Louisville, utility owners, and other contractors. He shall also coordinate and cooperate fully with agents of other entities to assure adequate and proper traffic control is provided.

CONTRACTOR is advised that other significant construction might be occurring in the area and that he shall cooperate fully with the City of Louisville and all other contractors occupying public right-of-way in terms of work location, work schedule, and traffic control requirements.

Through traffic shall be carried on a paved surface at all times unless otherwise approved by ENGINEER. CONTRACTOR shall maintain at his own expense that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it.

All traffic control devices supplied by CONTRACTOR must be maintained in good and clear condition and meet minimum national standards for reflectivity. Devices shall comply with minimum size and shape as specified in the MUTCD. **No bent, broken, damaged, defaced, dented, dirty, discolored, faded, non-conforming traffic control devices, and/or supports shall be used in this project.**

All traffic control devices shall bear the name, address, and phone number of the barricade company that owns them. The phone number shall be a 24-hour a day dispatched hotline in the event an emergency situation occurs where additional devices are needed or existing devices must be removed.

CONTRACTOR shall install construction traffic control devices in locations that do not block or impede sidewalks for pedestrians or bicyclists or other existing traffic control devices. This strategy shall include, but is not limited to, strapping signs to streetlight or utility poles. Devices may only be attached to wooden streetlight and utility poles.

All existing traffic control devices, including traffic signs and pavement markings that are compatible with the construction zone traffic control, shall remain visible and fully operational. If any devices are incompatible with the temporary construction traffic control devices, they shall be covered, relocated, or removed.

CONTRACTOR shall not be allowed to begin operations which require traffic control until the setup of traffic control devices is completed. Also, CONTRACTOR shall clear his operations allowing 30 minutes for removals of traffic control devices in accordance with the designated hours of work and roadway closures.

During non-working hours, the roadways shall be restored to safe pre-construction travel conditions for the free flow of traffic. Any maintenance required to restore the roadways to this condition, including pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day. Temporary pavement markings shall be placed at the direction of ENGINEER. All costs incidental to the foregoing requirements in this paragraph shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into or away from the project.

Any existing signs damaged due to CONTRACTOR operations shall be replaced in kind or repaired to the satisfaction of ENGINEER by CONTRACTOR at no cost to the project.

Any existing traffic signs removed or relocated during construction as part of the approved traffic control plan are the responsibility of CONTRACTOR to reset upon completion of construction, unless noted otherwise in the plans or specifications. Existing signs may not be removed without prior approval of ENGINEER.

CONTRACTOR shall not have construction equipment or materials in the lanes open to traffic at any time. Brief lane closures (of 5 minutes or less), as approved by ENGINEER, may be permitted for moving construction equipment. Flaggers will be required for such operations. All personal vehicles and construction equipment parking will be prohibited where it conflicts with safety, access, or flow of traffic.

During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic, using materials meeting the approval of ENGINEER.

Lane widths in work zones shall be 10 feet, minimum.

The vertical cut or fill, including rotomilling over 1" height differences resulting from construction operations adjacent to traffic lanes shall be temporarily sloped at a 3:1 or flatter slope, or as shown on the typical plan section, and barrier protected, or delineated at 25-foot intervals immediately after grading or removal operations. The 3:1 slope requirement applies to roadway construction projects and would not generally apply to utility construction or rehabilitation projects. Slope or shoring requirements for these type projects shall be reviewed on a project-by-project basis.

CONTRACTOR shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Any portable device that requires weight to prevent overturning shall be weighted with appropriately sized sand bags. Rocks, asphalt, or any other debris will not be permitted.

MAINTENANCE OF ACCESS

CONTRACTOR shall maintain access to parking lots at all times unless otherwise approved by ENGINEER. During non-working hours CONTRACTOR shall maintain access to the roadways and driveways within the construction zone with temporary ramps.

Protection of Adjacent Property and Drives. CONTRACTOR shall use extra care so as to minimize disruption to adjacent property and drives and shall leave the construction site clean, with all debris and concrete removed. If ENGINEER determines that CONTRACTOR did not exercise reasonable care to protect the parking areas or street sections from unnecessary damage while accomplishing his work, CONTRACTOR will be required to restore the damaged items to their original condition at his own expense. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

Work Limits. Work limits shall be marked by CONTRACTOR with orange plastic fencing in pedestrian areas and other suitable materials in the street prior to beginning work. He shall confine all work to within these limits except as provided in the contract documents. If work limits are not established by permit or contract documents, said limits shall be determined by ENGINEER and shall be suitably marked by CONTRACTOR prior to beginning work.

Should CONTRACTOR be unable to obtain written approval of property owners or occupants, documentation of a "Good Faith Effort" to obtain said approval must be submitted.

CONTACTS

CONTRACTOR shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. CONTRACTOR shall also notify these persons in case of an emergency.

City of Louisville Public Works – Michael O'Keefe, 303-335-4606
City of Louisville Operations Division – Ben Francisco, 303-335-4756
City of Louisville Police Department – Boulder Dispatch, 303-441-4444
City of Louisville Fire Department - Fire Marshal, 303-666-8809

3.3 TRAFFIC CONTROL MANAGEMENT

Subsection 630.10(6) shall include the following: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. The log shall list all devices and personnel deployed within the limits of construction for each day and shall be available for review by ENGINEER at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following:

CONTRACTOR shall designate an individual, other than the superintendent, to be the traffic control supervisor.
In subsection 630.09, second paragraph, delete parts (1), (5), and (6) and replace with the following:

(1) Preparing, revising, and implementing each required method of handling traffic in accordance with the traffic control plan.

(5) Preparing traffic control diary on every calendar day traffic control devices are in use. This diary shall be submitted to ENGINEER daily and become a part of the Department's project records.

(6) Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week. These inspections shall be performed by the traffic control supervisor or another representative who is certified as a worksite traffic supervisor.

(10) Supervising the cleaning and maintenance of all traffic control devices.

In subsection 630.09, delete the third paragraph and replace with the following:

Traffic control management shall be provided by a certified traffic control supervisor on a 24-hour-per-day basis. The traffic control supervisor or another representative who is certified as a worksite traffic supervisor shall be available and reasonably accessible to the job site on every working day, on call at all times, and available upon ENGINEER's request at other than normal working hours. During non-work periods, the traffic control supervisor or another representative shall respond to the job site within 45 minutes. The traffic control supervisor or another representative who is certified as a worksite traffic control supervisor shall arrive at the job site within two hours after notification. CONTRACTOR shall maintain a 24-hour telephone number at which the traffic control supervisor can be contacted. The traffic control supervisor shall not act as a flagger except in an emergency or in relief for short periods of time.

In subsection 630.11, delete the first paragraph and replace with the following:

630.11 General. Portable construction traffic signs shall be removed when temporarily not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when temporarily not required. When work is suspended, or the project is in free time, and there is no condition requiring traffic control devices or construction traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. If this condition is to exist for more than 30 days, all construction traffic signs shall be removed. When storing portable signs or supports within the project they shall be stored laying flat, and the location shall be at least four feet outside the edge of the shoulder and not on landscaped areas or sidewalks. When masking is used, it shall be done in accordance with subsection 630.10.

The retroreflective surfaces of all signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retroreflectivity. However, all devices shall be cleaned a minimum of once every two weeks.

In subsection 630.12, first paragraph, delete the fifth sentence and replace with the following:

When storing portable signs or supports within the project they shall be removed beyond the clear zone and shall not be visible to traffic. All storage areas shall be approved. The minimum clear zone distance shall be 18 feet, measured from the edge of traveled way. If the signs cannot be stored at least 18 feet from the traveled way, they shall be removed. Under no circumstances shall signs be stored on the paved surface.

3.4 FLAGGING

Subsection 630.13(a) shall include the following:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Delete Subsection 630.13(a) and replace with the following:

(a) CONTRACTOR shall provide all flagging through the project necessary to assure proper safety to traffic. All flagging personnel shall be certified by the American Traffic Safety Services Association (ATSSA).

PART 4 - MEASUREMENT AND PAYMENT

4.1 CONSTRUCTION ZONE TRAFFIC CONTROL

Construction Zone Traffic Control shall not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 07900 - CRACK SEALANT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the following:

1. Sealant for crack repair in asphalt paved surfaces.

1.3 SUBMITTALS

A. Product Data: For each sealant product indicated.

B. Product Certificates: Signed by manufacturers of crack sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of crack sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40° F (4.4° C).
2. When crack substrates are wet.

B. Joint-Width Conditions: Do not proceed with installation of crack sealants where joint widths are less than or greater than that allowed by crack sealant manufacturer for application indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of crack sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide crack sealants, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience. Sealant shall be DEERY 102 Sealant or approved equal.

2.2 HOT-APPLIED JOINT SEALANTS

A. Single component hot applied crack sealant. Exceeds the requirements of ASTM D6690 Type II.

TEST	TEST METHOD	SPECIFICATION
Cone Pen at 77° F (25° C)	ASTM D5329	90 max.
Resilience	ASTM D5329	60% min.
Softening Point	ASTM D5329	80° C min.
Bond at 29° C, 50% ext., 12.5 mm sample	ASTM D5329	Pass 3 cycles
Flow at 60° C, 5 hr	ASTM D5329	3 mm max.
Asphalt Compatibility	ASTM D5329	Complete
Recommended Application Temperature	ASTM D5167	380-400° F (193-204° C)*
Maximum Heating Temperature	ASTM D6690	400° F (204° C)

*Temperature of product measured at pavement surface. Use highest recommended application temperature in cool weather. Prolonged heating at or above recommended application temperature may severely damage product.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive crack sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting crack sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONSTRUCTION REQUIREMENTS

A. All cracks greater than ¼ inch and less than 1-inch shall be cleaned and filled to the level of the surface of the pavement. This includes transverse cracks, longitudinal cracks, and cracks around manholes and water valves. These criteria will be verified by ENGINEER during construction. Cracks less than ¼ inch in width shall not be filled.

B. No crack sealer shall be installed at the joint between the concrete gutter lip and asphalt pavement on local and collector streets. No crack sealing of alligator cracking or block cracking unless directed by ENGINEER.

C. Crack sealing shall be accomplished only when the ambient temperature is 40° F and rising and weather conditions are dry.

D. Cracks shall be free of dust, dirt, moisture, vegetation, or other materials that prevent bonding of the hot sealant.

E. All cracks shall be cleaned of loose and foreign material with compressed air (min. 120 psi) to a depth approximately twice the crack width or as determined by ENGINEER and the surface application areas shall be dried. The use of a hot compressed air heat lance shall be used to dry and warm the adjacent asphalt immediately prior to placing the sealant. Heat lance equipment will consist of an air compressor capable of delivering a steady flow of air at a minimum of 120 psi and a heating apparatus capable of sustaining air temperatures at a minimum of 750° F. A heat lance will be used when the pavement and or ambient temperatures are below 60° F and when there is moisture present in the cracks. Direct flame dryers shall not be used.

F. Immediately following the filling of the crack, excess sealant shall be leveled off with an approved squeegee method, a shoe attached to the applicator wand and shall be used to smooth the material tightly against the surface so when the sealant is cured its surface in the crack is from 1/16-inch below to flush with the adjacent pavement surface. The squeegeed material shall be centered on the crack and the total width of the sealant band on the pavement surface over the center line of the crack shall not be less than two (2) inches or greater than three (3) inches after it has been smoothed.

G. Traffic shall be kept off the freshly sealed cracks until the sealant has cured. CONTRACTOR shall have crack sealant barrier material available on the project to prevent tracking or pulling. Crack sealant barrier material shall be Glenzoil 20 Plus or approved equal. Sealant barrier material shall be approved by ENGINEER and placed at CONTRACTOR's expense and shall be incidental to the work. Sealant material picked up or pulled out after being placed shall be replaced at CONTRACTOR's expense. CONTRACTOR shall be responsible for the cleaning of cars and tires in the event traffic is allowed on crack sealant that is not cured.

H. Prior to CONTRACTOR leaving each work area, the street, driveways, and sidewalks shall be thoroughly cleaned. OWNER may assist in street sweeping operations.

3.3 COST REDUCTION

A. All crack sealing work which is determined to have been done under this contract without the required crack preparation or as determined by ENGINEER will be deleted as a pay item, without compensation for any labor, materials, equipment, etc.

The following method will be used to compute pay items deletion:

1. Blown Cracks – Average length per pound of material in place (6 LF).

3.4 EQUIPMENT

A. All equipment and tools used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Descriptive information on the crack filling and applying equipment to be used shall be submitted to ENGINEER for approval prior to starting the work.

B. The equipment used to heat the sealant shall be capable of heating the sealant material according to the manufacturer's recommendations and be equipped with a calibrated thermometer. Also, equipment shall have a positive means to keep the sealant agitated and thoroughly mixed during sealing activities.

*Equipment found to be leaking or malfunctioning shall be repaired or replaced immediately after notification by ENGINEER.

C. The sealant shall be held in the mixing tank at the application temperature specified by the material's manufacturer. Additional sealant may be added to the mixing tank as long as the minimum temperature stated by the material's manufacturer is maintained. Wands used to deliver hot crack sealing material shall not leak and have a positive shut off. Application can be by hand-held or wheeled pour pots or use of a pressure applicator.

3.5 SCHEDULES

A. CONTRACTOR shall provide a daily schedule for the project to ENGINEER. This schedule shall include, daily locations listed for entire week.

PART 4 - SPECIAL CONDITIONS

4.1 SPECIAL PROVISIONS

A. The City of Louisville, Colorado Design and Construction Standards adopted February 15, 1994 and the latest revisions thereto, is made a part of these specifications.

B. The Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction and the CDOT M&S Standards, latest editions, are made a part of these specifications.

In case of conflict, documents will have the following priorities:

1. Special Provisions
2. Technical Specifications
3. City Design and Construction Standards
4. CDOT Specifications and Standards.

C. CONTRACTOR, prior to commencement of work, will be required to obtain a City Right-of-Way/Easement work Permit. OWNER will waive the fee for this permit.

D. CONTRACTOR will not be responsible for any construction down time or associated costs due to failure of CONTRACTOR's equipment failure or operation, conflicts, or failure to schedule traffic control in advance with OWNER.

E. OWNER will not be responsible for any construction down time or associated costs due to failure on CONTRACTOR's equipment failure or operation, conflicts, or failure to schedule traffic control in advance with OWNER.

F. No work shall be performed on local streets before 8:00 am or after 4:00 pm each workday, Monday through Friday. Costs incurred by OWNER to inspect the work

performed outside these hours will be deducted from progress payments to CONTRACTOR.

G. No work shall be performed on arterial or collector streets before 8:30 am or after 3:30 pm each workday, Monday through Friday. Costs incurred by OWNER to inspect the work performed outside these hours will be deducted from progress payments to CONTRACTOR.

H. There shall be no work permitted on Saturday, Sunday, and/or OWNER observed holidays, unless otherwise approved by ENGINEER.

I. During and at the completion of each workday, CONTRACTOR shall clean up all construction materials and leave the construction site in a safe condition to all pedestrians, motorists, and the public.

J. Waste material, which is deemed not reusable by OWNER shall be legally disposed of by CONTRACTOR at his own expense.

K. Driveways shall be closed for a minimum amount of time. CONTRACTOR shall coordinate driveway closures with property owners.

L. All material used on this project shall not be removed, transported, or used on other work sites during the contract time. Melters/pots used to heat and store material to be applied on this project shall not be used on other work sites during the process of the contract.

M. It is intended that the attached map of streets listed for the project gives the general locations of the work to be performed on a priority basis. OWNER reserves the right to add, delete, or substitute other streets and intersections in this project. Such alterations of quantities will not change the unit price of the accepted contract.

PART 5 - METHOD OF MEASUREMENT AND PAYMENT

5.1 METHOD OF MEASUREMENT

A. Crack Sealant for asphalt will be measured by the pound.

5.2 PAYMENT

A. Payment will be made on a per pound (LB) basis for CRACK SEALANT and shall be full compensation for all work necessary to complete the item including furnishing all labor, equipment, and incidentals.

- END OF SECTION -

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	**CONTACT NAME:** Moody Insurance Agency **PHONE (A/C, No, Ext):** (303) 824-6600 **FAX (A/C, No):** (303) 370-0118 **E-MAIL ADDRESS:** certrequest@moodyins.com
INSURED A-1 Chipseal Company 2505 E. 74th Ave Denver CO 80229	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Selective Insurance Co of America — 12572 **INSURER B :** Pinnacol Assurance — 41190 **INSURER C :** Evanston Insurance Company — 35378 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER: $2,000 PD Deductible	Y	Y	S2501487	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	S2501487	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	S2501487	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	4055760	02/01/2025	02/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			MKLV4ENV106646	02/01/2025	02/01/2027	Limit Retention	$5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 CRACK SEAL PROJECT 301312-660012

CERTIFICATE HOLDER

City of Louisville
749 Main Street
Louisville CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Moody Insurance Agency, Inc.	A-1 Chipseal Company
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insureds:
A-1 Chipseal Company
DBA Cu Onsite Solutions
DBA Rocky Mountain Pavement
DBA Black Rock Material and Supply, LLC
DBA Rocky Mountain Parking Lot Services

Location Schedule:
2505 E. 74th Avenue, Denver, CO 80229
7231 & 7235 & 7245 Cole View, Colorado Springs, CO 80915
20 Monarch Lane, Pueblo, CO 81004
10800 Highway 93, Arvada CO 80403
2645 E. 74th Ave, Denver, CO, 80229
7410 York Street, Denver, CO 80229
18110 County Rd 33, Plateville, CO 80651

Inland Marine Policy:
Policy Number: S2501487
Policy Effective Dates: 2-1-2025 to 2-1-2026
Insurer: Selective Insurance Company of America
Total Combined Scheduled Contractor's Equipment Value: $9,373,843
Scheduled Contractor's Equipment Deductible: $10,000
Leased & Rented Equipment From Others Limit: $1,000,000
Misc. Unscheduled Equipment/Tools Limit $5,000 Per Item, $100,000 Total

General Liability Policy:
General Liability Deductible: $2,000
CG 73 00 10/23 & CG 79 88 10/23 From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CG 73 00 10/23 & CG 79 88 10/23.
Blanket Waiver of Subrogation applies only to the extent provided in from CG 73 00 10/23.
General Liability Policy is Primary and Non-Contributory only to the extent provided in form CG 73 00 10/23.

Auto Liability Policy:
Physical Damage Deductibles Per Schedule: Comprehensive: $2,000, Collision: $2,000
Liability Property Damage Dedcutible: $10,000

CA 7809 04/23 & CA 7816 04/13 Form Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CA 7809 04/23 & CA 7816 04/13.
Blanket Waiver of Subrogation applies only to the extent provided in from CA 7809 04/23 & CA 7816 04/13.
Primary & Non-Contributory status applies only to the extent provided in form CA 7809 04/23 & CA 7816 04/13.

Umbrella Policy:
Umbrella Policy is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability.
Additional insured status will follow when required by written contract, including Primary and Non-Contributory Status per CXL 449 06/17, CXL456 06/22, CXL 515 01/23.

Worker's Compensation Policy:
359-B Form Attached Includes:
Blanket Waiver of Subrogation status applies when required by written contract.

Pollution Liability Policy:
Per Project Aggregate/Per Policy Aggregate $5,000,000 applies only to the extent provided in form MEEI 2993.
Blanket Additional Insured, Blanket Waiver of Subrogation and Blanket Primary & Non-Contributory per written contract applies only to the extent provided in form MEEI 0007.

Please Note Hard Copies of Endorsement will not be sent out via mail. All Endorsements will only be sent electronically via email. Please send your email request to certrequest@moodyins.com for forms and future mailings

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PINNACOL
ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4055760

A-1 Chipseal Company dba Rocky Mounta
Rocky Mountain Pavement LLC
2505 E 74th Ave
Denver, CO 80229

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: February 1, 2025 Expires on: February 1, 2026
Pinnacol Assurance has issued this endorsement January 31, 2025

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

00000FS 2501487 437

AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols**:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured**:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** — is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

   Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

   The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   - **(a)** The operational safety of the vehicle might otherwise be impaired;
   - **(b)** Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   - **(c)** A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

00000FS 2501487 439

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";
   b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   c. Designed to be solely operated by use of power from the "auto's" electrical system; or
   d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured con-tract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

00000FS 2501487 441

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 23

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per "Accident"
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	$1,000 Per Accident $500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	$75 Per Tow $150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 per "loss"
Hired Auto Loss of Use Coverage	$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

00000FS 2501487 443

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 23

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per "Accident"
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	$1,000 Per Accident $500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	$75 Per Tow $150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 per "loss"
Hired Auto Loss of Use Coverage	$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

00000FS 2501487 443

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY

DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE — Continued	
Personal Effects	$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	10% up to $3,000 per "auto", $10,000 maximum per "loss"
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY

00000FS 2501487 383

THIS PAGE IS INTENTIONALLY LEFT BLANK.

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

00000FS 2501487 385

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

00000FS 2501487 387

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

00000FS 2501487 389

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

00000FS 2501487 391

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

LIMITED "PROPERTY DAMAGE" CARE, CUSTODY AND CONTROL EXTENSION ENDORSEMENT
Basic Form
(Including Coverage For Lost Keys)

COMMERCIAL GENERAL LIABILITY
CG 79 33 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited "Property Damage" Care, Custody and Control Extension

00000FS 2501487 393

Limits of Insurance

Occurrence Limit - Personal Property	**$2,500**	
Occurrence Limit - Real Property	**$2,500**	
Aggregate Limit	**$5,000**	
Deductible	**$500**	Each "Occurrence"

Limited Coverage Extension

The limited coverage extension provided by this Endorsement is subject to the Limits of Insurance contained in the Schedule above, and as further explained in the section entitled **Limits Of Insurance,** set forth below.

Except as modified by this Endorsement, all other terms, conditions, exclusions and definitions contained in the Commercial General Liability Coverage Part apply.

If this insurance applies, and subject to the Limited Coverage Extension Exclusions, below, we will pay at your request and irrespective of the fault of any insured, for "property damage" to:

1. Property loaned to you by anyone other than an insured;
2. Personal property, including keys, in the care, custody or control of an insured; or
3. Real property on which you or any subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

Additional Definitions

As used in this endorsement, "property damage" also includes:

1. Loss or damage of tangible property resulting from burglary, robbery, theft or mysterious disappearance; or
2. Adjustment of locks to fit new keys or the cost and installation of new locks when replacing keys covered under Limited Coverage Extension Item **2.** above;

Provided that such "property damage" is not a result of any dishonest act on the part of any insured, his employees or agents, whether acting alone or in collusion.

Limited Coverage Extension Exclusion

With respect to this coverage extension only, Exclusion **j.** relating to damage to property, is replaced by the following:

This insurance does not apply to:

1. Property you own, rent or occupy, other than property you rent or occupy on a temporary basis only for:
   a. A trade show or exhibit;

Copyright, 2009 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

00000FS 2501487 395

A. BLANKET ADDITIONAL INSUREDS

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs **1.** and **2.** above:
   - **a.** Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
   - **b.** Only applies to the extent permitted by law; and
   - **c.** Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. **Exclusions**
   - **a.** With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

     This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

     (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

     (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

   - **b.** With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

     This insurance does not apply to:

     "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

     (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

     (2) Supervisory, inspection, architectural or engineering activities.

5. **Conditions**

   With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   - **a.** The additional insured is a Named Insured under such other insurance; and

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

a. Personal property, including keys, in the care, custody or control of an insured; and

b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

00000FS 2501487 397

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

Copyright, 2023 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

EXCLUSION — VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

COMMERCIAL GENERAL LIABILITY
CG 80 64 09 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

00000FS 2501487 399

A. The following is added to Paragraph **2. Exclusions** for **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:

a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph **1.** above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs **1.** and **2.** above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

B. The following is added to **SECTION V — DEFINITIONS**:

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or

2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

Copyright, 2022 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Product

"Loss" arising out of "your product". However, this exclusion does not apply to any "loss'" arising out of any waste generated for "your work" that is relinquished to others to recycle or beneficial reuse.

B. With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement, this insurance does not apply to:

1. Asbestos

"Loss" in any way involving asbestos, asbestos products, asbestos fibers, or asbestos dust. However, this exclusion does not apply to asbestos in groundwater or soil.

2. Capital Expenditures

Any "capital expenditure" at a "covered location". However, this exclusion does not apply to any "capital expenditure" related to "emergency response costs" covered under Insuring Agreement **A.4.** Crisis Management And Emergency Response Costs, if shown as covered in the Declarations.

3. Lead Paint

"Loss" in any way involving a "pollution condition" that results from the existence, required removal, voluntary removal, or abatement of paint containing lead. However, this exclusion does not apply to lead based paint in groundwater or soil.

4. Material Change In Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations existing at this Policy's inception date as disclosed to us on the application and all supporting documentation.

5. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" at a "covered location", whether operational, closed, or removed.

6. Wells

"Loss" in any way involving the discharge, escape, migration, release or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral or geothermal well.

SECTION III – WHO IS AN INSURED

Each of the following is an insured under all Insuring Agreements and Supplementary Payments:

A. If you are designated in the Declarations as:

1. An individual, you, and your spouse or "domestic partner", but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.

3. A limited liability company, your members but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture, or limited liability company. Your "executive officers" and directors, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

B. Any subsidiary company of yours, other than a partnership, joint venture, or limited liability company, and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

1. You report all such entities to us within 90 days after you have acquired the organization; and
2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy.

However:

a. Coverage is afforded only until the 90th day after you acquire the subsidiary or the end of the Policy Period, whichever is earlier; and

b. Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

C. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".

D. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives, or executors, but only with respect to such trustee's, representative's, or executor's vicarious liability resulting from "your work".

E. Any organization, other than a partnership, joint venture, or limited liability company, you newly form during the Policy Period and over which you maintain ownership or majority interest, will qualify as an insured, if:

1. You have contractually agreed to provide insurance for such organization;
2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy; and
3. You report to us within 90 days after such formation that you formed the organization.

However:

a. Coverage is afforded only until the 90th day after you form the organization or the end of the Policy Period, whichever is earlier; and

b. Coverage does not apply to "loss" that first commences before you formed the organization.

F. Any person or organization with whom you have agreed to provide additional insured status in a written contract or agreement, executed prior to the:

1. Commencement of "your work"; and
2. Date the "pollution condition" first commenced.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

However, any insurance afforded to such insured:

a. Only applies to the extent permitted by law;

b. Will not be broader than that which you are required by the written contract or agreement to provide for such insured; and

c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

This Paragraph **F.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this Policy.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this Policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

F. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this Policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **2.** below applies. If this insurance is primary:

a. This insurance is not contributory with any other insurance available to any third party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work".

b. Our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **3.** below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(3) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;

(4) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;

(5) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or

(6) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:

(a) "Transportation pollution condition", if Insuring Agreement **A.2.** Transportation Pollution Liability is shown as purchased in the Declarations; or

(b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement **A.3.** Non-Owned Disposal Site Liability is shown as purchased in the Declarations.

b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Policy.

3. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first. However, our contribution will not apply until our applicable Deductible or Self-Insured Retention is satisfied.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

G. Premium Audit

1. We will compute all premiums for this Policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is more than the greater of the earned premium or Minimum Retained Premium shown in the Declarations, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

H. Representations

By accepting this Policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

I. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

J. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we will waive any right of recovery we may have against any person(s) or organization(s) to whom the insured agrees in a written contract signed by both parties prior to the "loss", to provide a waiver of transfer of rights of recovery with respect to "claims" that result from "your work" under such contract(s). This waiver will not apply for "losses" resulting from the sole negligence of such person(s) or organization(s).

SECTION VI – EXTENDED REPORTING PERIOD

With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. The coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability is cancelled or not renewed; or
2. We renew or replace the coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability with insurance that:

   a. Has a retroactive date later than the Retroactive Date shown in the Declarations; or

MARKEL®

A-1 Chipseal Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER PROJECT AND MAXIMUM POLICY AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Maximum Policy Aggregate Limit:	$5,000,000

The following is added to Paragraph **A.** Limits Of Insurance under Section **IV** – Limits Of Insurance And Self-Insured Retention Or Deductible:

Maximum Policy Aggregate Limit

a. For the sum of all "losses" arising out of "pollution conditions" that can be attributed only to ongoing operations at a single construction project:

(1) A separate per project aggregate limit applies to each construction project, and that limit is equal to the amount of the Coverage Form Aggregate Limit shown in the Declarations.

(2) Any payment made under Section **I** – Coverages for damages arising out of a single construction project will reduce the per project aggregate limit for that construction project. Such payments will not reduce the Coverage Form Aggregate Limit shown in the Declarations, nor will they reduce the limit for any other construction project.

b. For all sums which the insured becomes legally obligated to pay as damages because of "losses" arising out of "pollution conditions" which cannot be attributed only to ongoing operations at a single construction project, any payments made for damages will reduce the amount available under the Coverage Form Aggregate Limit shown in the Declarations.

c. Regardless of the number of ongoing construction projects, "pollution conditions", "claims", or "losses", the most we will pay in any one policy period is the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement.

d. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications, or timetables, the project will be deemed to be the same construction project.

e. The provisions of Section **IV** – Limits Of Insurance And Self-Insured Retention Or Deductible not otherwise modified by this endorsement will continue to apply.

All other terms and conditions remain unchanged.

OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS,** Paragraph **H. Other Insurance:**

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph **A.5.,** this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

a. The additional insured is a Named Insured under such other insurance;

b. The additional insured is included as an additional insured on an "underlying policy";

c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and

d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE.**

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

00000FS 2501487 536

Copyright, 2016 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph **M. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV — CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:

a. Waive any right of recovery against that person or organization; or

b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";

2. And:

a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and

b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to **SECTION V — DEFINITIONS:**

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

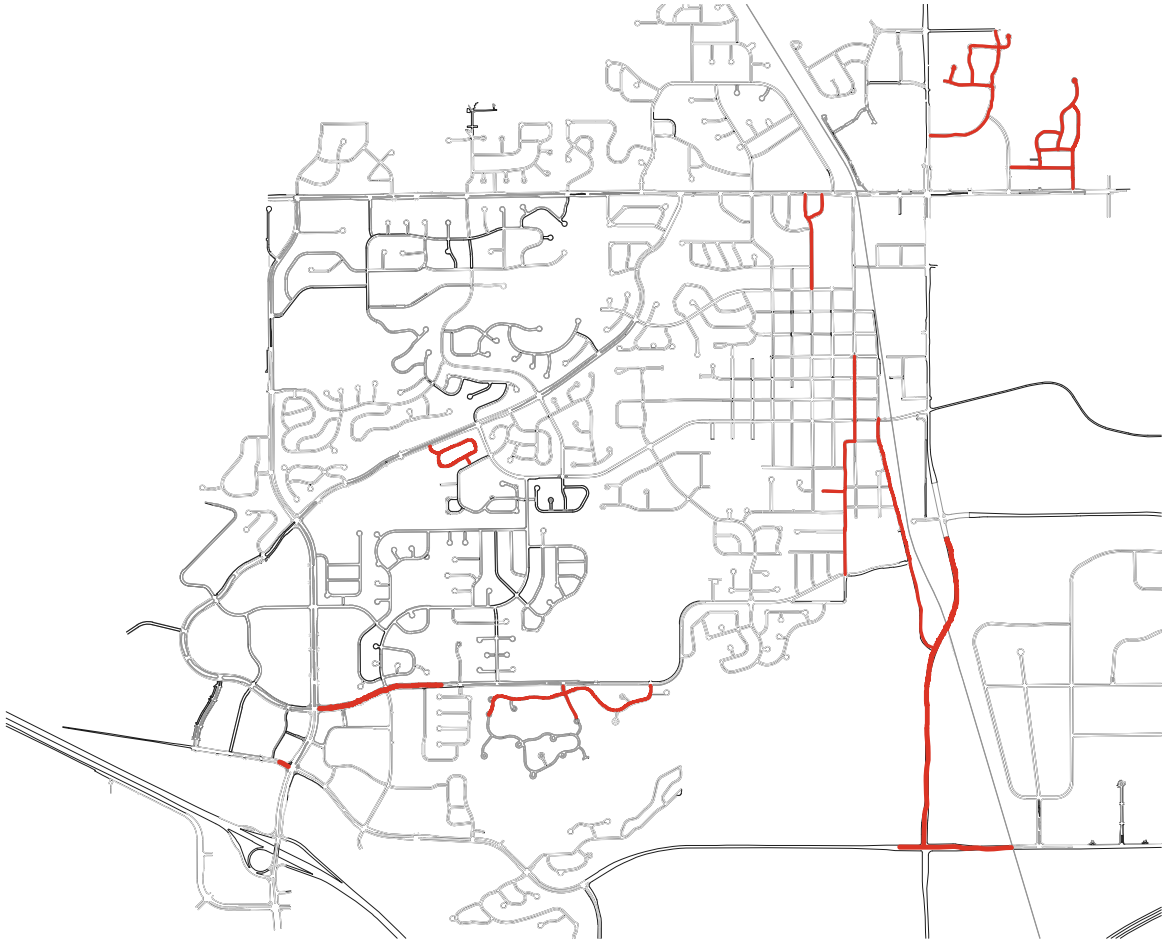
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

00000FS 2501487 538

Copyright, 2021 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY



N

LOCATION MAP
1":1000'

Final

City of Louisville
COLORADO - SINCE 1878

DESIGN BY:
DRAWN BY: MH
CHECKED BY:
APPROVED BY:
ISSUE DATE: 7/22/2025
REVISIONS:

2025 Pavement Crack Seal Project

SHEET
1
OF
1

C:\DESKTOP\STREETS_CRACKS.DWG

SUBJECT: **RESOLUTION NO. 68, SERIES 2025 – A RESOLUTION APPROVING A 2025 AFFORDABLE HOUSING GRANT PROGRAM FUNDING AGREEMENT AND SUBRECIPIENT AGREEMENT**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **SAMMA FOX, DEPUTY CITY MANAGER**

PRESENTED BY: **SAMMA FOX, DEPUTY CITY MANAGER**

SUMMARY:
The Boulder County Affordable and Attainable Housing Tax, or AAHT, is for the purpose of funding affordable and attainable housing and related housing support services within the County of Boulder.

The attached funding agreement covers 2025 funds and designated projects within Louisville, which will be administered by Boulder County Housing Authority (BCHA) via the sub-recipient agreement.

BACKGROUND / PRIOR DISCUSSIONS:
In 2023, Boulder County Voters approved County Ballot Issue 1B, "Affordable Housing Extension," approving the extension of 0.185% sales and use tax for fifteen years (from January 1, 2025, through December 31, 2039) for the purposes of funding affordable and attainable housing and related housing support services within Boulder County.

The County set aside funds from the AAHT for the creation and development of new affordable housing units within the boundaries of its jurisdiction and to fund capital projects in Boulder County meeting criteria established by the Board of County Commissioners (BOCC) and consistent with Boulder County Resolution 2023-070 (the "Affordable Housing Grant Program").

The BOCC established an Affordable Housing Development Fund Advisory Committee ("Committee") to provide advisory support related to AAHT funds used for capital projects located within unincorporated Boulder County or municipalities other than Longmont and Boulder. Interim City Manager Fox sat on this committee when it began, and City Manager Langley is now Louisville's representative.

The Committee, working with BCHA, has recommended and the BOCC has approved, funding for 2025 capital projects.

ANALYSIS:
Louisville staff worked with the Committee and BCHA to determine project prioritizations and supports the following AAHT Funding for 2025:

- Lilac Rehab – 1301 Lincoln Ave. - $650,000 – Property upgrades
- Regal Square – 255 Regal St. - $19,725 – Modernizing aging sewer clean-out infrastructure
- Kestrel Expansion – 1215 North S Kestrel Ln. - $150,000 – Develop remaining lots

These are BCHA sites, and the projects, along with grant reporting will be done by BCHA. The first two projects are needed improvements to existing affordable units. The third is an important step towards developing the remaining lots on the Kestrel site. Staff will continue to advocate for funding for both existing and new sites, with a focus on the remaining Kestrel lots for new sites.

2025 COUNCIL WORK PLAN:
This work directly aligns with the City Council's Housing priority in its improvement of existing sites and movement towards new units.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
This is grant funding from Boulder County that will be passed through to BCHA.

ALTERNATIVE(S):
Council may choose to support the funding, bringing improvements to existing affordable housing and supporting the development of additional units. Council may choose not to support the funding, which would impact planned repairs to existing units and the development of future units, and may result in less likelihood of being awarded future AAHT funds. Council may ask staff to consider alternatives to passing through to BCHA, however, as BCHA currently manages affordable housing for the City, and the City does not have staff dedicated to this, that approach would take a significant level of effort to understand impact and provide information to make an informed decision.

RECOMMENDATION:
Staff recommends approval of Resolution No. 68, Series 2025, approving the Affordable Housing Grant Program Funding Agreement and Sub-Recipient Agreement.

ATTACHMENT(S):
1. Resolution No. 68, Series 2025
2. Boulder County 2025 Affordable Housing Grant Program Funding Agreement
3. Form of Subrecipient Agreement

RESOLUTION NO. 68
SERIES 2025

A RESOLUTION APPROVING A 2025 AFFORDABLE HOUSING GRANT PROGRAM FUNDING AGREEMENT AND SUBRECIPIENT AGREEMENT

WHEREAS, Boulder County has set aside certain moneys from its Affordable and Attainable Housing Tax revenues for the creation and development of new affordable housing units within the County, and specifically, to fund capital projects in the County meeting criteria established by the Board of County Commissioners for its Affordable Housing Grant Program; and

WHEREAS, Boulder County has approved a funding request to support certain City projects as are set forth in Exhibit A to the 2025 Affordable Housing Grant Program Funding Agreement, a copy of which accompanies this resolution; and

WHEREAS, the Subrecipient Agreement will authorize the Boulder County Housing Authority to expend the funds on Louisville's behalf to complete the projects set forth in Exhibit A to the Funding Agreement; and

WHEREAS, by this resolution the City Council desires to approve the Funding Agreement and Subrecipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the 2025 Affordable Housing Grant Project Funding Agreement and the Subrecipient Agreement in substantially the same form as the copies of such Agreements accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreements on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to either or both of the Agreements as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreements are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Boulder County
2025 Affordable Housing Grant Program
Funding Agreement

SUMMARY	
Contract Identification	
Oracle Number	
Accounting String	
Agreement Name	
Funding Cycle	2025
County Information	
Office or Department	Board of County Commissioners
Mailing Address	P.O. Box 471 Boulder, CO 80306
Email to Submit Reports	
County Contact Name and Email	
Recipient Information	
Legal Name	City of Louisville
Mailing Address	
Signature Name and Email	
Other Contact Name and Email	
Term	
Start Date	
Amount	
Aggregate Funding Amount (not to exceed)	$819,725
Agreement Documents	
Exhibit A – Project Details & Use of Funds Exhibit B – Reporting Requirements Exhibit C – Procurement & Cost Principles	

THIS Boulder County Affordable Housing Grant Program Funding Agreement ("Agreement") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic ("County") and City of Louisville, a Colorado home rule municipality ("Recipient"). County and Recipient are each a "Party," and together, the "Parties."

RECITALS

A. The County has authority to enter into this Agreement pursuant to Board of County Commissioners' Resolution No. 2023-070 and 2023 County Ballot Issue 1B, "Affordable Housing Extension," adopted by voters of the County of Boulder in November of 2023, approving the extension of a 0.185% sales and use tax for fifteen years (from January 1, 2025 through December 31, 2039) for the purposes of funding affordable and attainable housing and related housing support services within the County of Boulder (the "Affordable and Attainable Housing Tax" or "AAHT").

B. The County has set aside certain moneys from the Affordable and Attainable Housing Tax revenues for the creation and development of new affordable housing units within the boundaries of its jurisdiction, and specifically, to fund capital projects in the County of Boulder meeting criteria established by the Board of County Commissioners (the "Board") and consistent with Resolution 2023-070 (the "Affordable Housing Grant Program").

C. The Board has established an Affordable Housing Development Fund Advisory Committee ("Committee") to provide advisory support related to Affordable Housing Grant Program funds that will be used for capital projects located within unincorporated Boulder County or any municipality therein other than the Cities of Longmont and Boulder.

D. The Committee has recommended, and the BOCC has approved, funding for the capital projects described in further detail on Exhibit A – Project Details & Use of Funds (each a "Project').

AGREEMENT

1. Incorporation into Agreement. The Summary, Recitals, and Agreement Documents are incorporated into this Agreement.

2. Use of Funds. Recipient will cause the Funding Amount to be used solely for the purposes set forth on Exhibit A and in compliance with the terms of this Agreement. The Funding Amount may not be used (a) to replace another source of funding that is appropriated, allocated or otherwise available to support a Project or (b) make payments to a jurisdiction in order to relieve performance obligations related to development of affordable housing.

3. Term. As to each Project, the term of this Agreement begins on the Start Date and is in effect through its applicable Affordability Period, as defined in Exhibit A.

4. Payment of Grant Funding. County will disperse the Funding Amount for each Project in accordance with Exhibit A – Project Details & Use of Funds.

5. Project Partners. Recipient may transfer the Funding Amount for a Project to a third party governmental entity or nonprofit affordable housing provider for purposes of undertaking a Project in strict compliance with this Agreement ("Project Partner") only if Recipient (a) causes the Project Partner to comply with the terms of this Agreement, and (b) remains liable to the County for all obligations hereunder.

6. Records. During the term of this Agreement and for five years thereafter, Recipient must collect and retain adequate documentation and reasonable records related in any manner to this Agreement and the Projects, including supporting documentation for all expenditures of the Funding Amount, contracts, purchase orders, invoices, records, communications, financial statements, notes and other written materials, electronic media files, and communications ("Project Records")

7. Monitoring. County may access, audit, review and copy Project Records at any time for purposes of confirming compliance with this Agreement. County may conduct periodic site visits of a Project at reasonable times and upon at least 48 hours advance notice for purposes of confirming compliance with this Agreement.

8. Event of Default. An "Event of Default" will occur if:

a. Recipient fails to perform any of its obligations under, or otherwise comply with the terms of, this Agreement and does not cure such failure within 30 days after County provides written notice specifying the non-compliance;

b. All or any part of Recipient's or a Project Partner's interest in a Project is transferred without the County's prior written consent;

c. Recipient or Project Partner files a petition for any proceedings under federal or state bankruptcy acts or other similar-type proceedings seeking protection from creditors that is not dismissed within 120 days thereafter;

d. Recipient or Project Partner assigns any interest in a Project for the benefit of creditors, except for mortgages or deeds of trust given as security for one or more loans obtained to finance the Project or from time to time in the ordinary course of business; or

e. In the case of a Project Partner, the dissolution of such Project Partner as an entity other than in conjunction with a merger or consolidation of said entity into, or the transfer of a Project to, another or surviving entity which will thereby become the owner of the underlying property and carry on the Project.

9. Remedies for Non-Compliance: In an Event of Default, County may, in its sole discretion and in addition to any remedies available at law or in equity, terminate this Agreement, require repayment to County of all or any part of the Funding Amount and determine that Recipient is ineligible to apply for future funds from the Affordable Housing Grant Program.

10. Future Awards: Disbursement of the Funding Amount is no indication that Recipient or any Project will benefit from future awards of Affordable Housing Grant Program funding or any other County funds.

11. Insurance: Recipient must maintain the following insurance coverage on each Project: [TBD by Boulder County Risk Management]

12. Indemnity: To the extent permitted by law, Recipient will indemnify and hold harmless the County, its elected officials, appointed department heads, employees, agents and representatives (the "indemnified parties"), from liability resulting from a third party claim brought against any of the indemnified parties to the extent arising out of the negligent actions or omissions of, or breach of this Funding Agreement by, Recipient, a Project Partner, or either of their employees, agents or representatives, or persons acting under its direction or control.

13. Liability: Each Party is responsible for its negligent acts or omissions, and those of its elected officials, department heads, officers, agents, employees, and representatives with respect to its obligations under this Agreement.

14. Communications: All communications under this Agreement must be in writing and sent to the other Party's Contact at the mailing address or email address specified in the Summary. All U.S. Mail must be sent via certified Mail. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail, notice periods will begin to run on the date of delivery

15. Entire Agreement/Binding Effect/Amendments: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties.

16. Assignment: Except as otherwise set forth herein, this Agreement may not be assigned or subcontracted without written consent of County.

17. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

18. Statutory Requirements: This Agreement is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado.

19. No Waiver: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All

remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.

20. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

21. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

22. Conflict of Provisions: If there is any conflict between the terms of the main body of this Agreement and the terms of any of the Agreement Documents, the terms of the main body of the Agreement will control.

23. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of the County's or Recipient's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

24. Representations and Warranties: Recipient represents and warrants the following:

a. Execution of this Agreement and performance of its obligations are within Recipient's duly authorized powers;
b. The individual executing this Agreement is authorized to do so by Recipient; and
c. Recipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Recipient.

25. Legal Compliance: Recipient will comply with all applicable Federal, State, and local laws, regulations, ordinances, and codes.

26. Publicity Releases: Recipient and County may issue press releases, respond to comments, and provide other public information relevant to this Agreement and will communicate in advance to the extent practicable.

27. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Agreement in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

<table>
<tr><th>SIGNED for and on behalf of Boulder County</th><th>SIGNED for and on behalf of Recipient</th></tr>
<tr><td>Signature:</td><td>Signature:</td></tr>
<tr><td>Name:</td><td>Name:</td></tr>
<tr><td>Title:</td><td>Title:</td></tr>
<tr><td>Date:</td><td>Date:</td></tr>
<tr><td colspan="2">↓↓For Board-signed documents only↓↓</td></tr>
<tr><td>Attest:</td><td>Initials</td></tr>
<tr><td colspan="2">Attestor Name:</td></tr>
<tr><td colspan="2">Attestor Title:</td></tr>
</table>

EXHIBIT A
PROJECT DETAILS & USE OF FUNDS

Project: Lilac Rehab

Address: 1301 Lincoln Ave., Louisville CO

Funding Amount: $650,000

Description: Property upgrades to increase energy efficiency, including replacement of siding, windows, doors, and signage, installation of dual-fuel heating with new heat pump water heaters, AC installation, electrical upgrades, new fencing, driveway repairs, and xeriscaping.

Use of Funds: Funding Amount may only be used for capital expenditures directly related to the Project and incurred within 24 months after the Start Date (the "Expenditure Date").

Project: Regal Square

Address: 255 Regal St., Louisville CO

Funding Amount: $19,725

Description: Modernizing aging sewer clean-out infrastructure to maintain community sanitation, manage stormwater effectively, and ensure environmental safety

Use of Funds: Funding Amount may only be used for capital expenditures directly related to the Project and incurred within 24 months after the Start Date (the "Expenditure Date").

Project: Kestrel Expansion

Address: 1215 North S Kestrel Ln, Louisville CO

Funding Amount: $150,000

Description: Develop remaining lots on Kestrel site.

Use of Funds: Funding Amount may only be used for capital expenditures directly related to the Project and incurred within 24 months after the Start Date (the "Expenditure Date").

FUNDING CONDITIONS: The County will disburse the Funding Amount to Recipient following delivery to County of the following:

1. Executed copy of this Agreement;
2. Evidence of deed restrictions ensuring Project affordability on terms, including duration ("Affordability Period"), that are reasonably acceptable to the County;
3. Copy of the Recipient's W-9 Form;
4. Evidence of insurance coverage if required by Section 11;
5. Any other requirements requested in writing by the County to the Recipient prior to the execution of this Agreement.

EXHIBIT B
REPORTING REQUIREMENTS

1. By January 31st of each calendar year following year one, Recipient must deliver to County:
   a. An annual report for each Project that includes:
      - Project status, including permitting and entitlement progress;
      - Project budget, including sources and uses statement, municipal funds, dollars leveraged, other subsidies or financial incentives utilized, non-subsidized funding
      - Estimated timeline for full deployment of Funding Amount
      - Demographic Data, including community demographic data broken down by race/ethnicity, number of clients expected to be served by each funded project, broken down by race/ethnicity
      - Evidence of Recipient's continuing commitment to the Project and increase in overall availability of affordable housing in its jurisdiction, including:
        - Incentives (including fee waivers) made available by the Recipient to support the development of affordable housing;
        - To the extent inclusionary housing requirements are in place within Recipient's jurisdiction, number of units for which fee was paid by a developer in lieu of providing such unit
        - Progress toward completion of 12% affordable housing goal within the jurisdiction
      - All expenditures of the Funding Amount made to date accompanied by supporting documentation that sufficiently demonstrates compliance with this Agreement, as determined by the County in its discretion.
      - Other Project-related information as reasonably requested by County
      - A completed Housing Assessment for its jurisdiction.

   b. Written certification of compliance with this Agreement and the Affordable Housing Grant Program terms and conditions in a form acceptable to the County

2. No later than one month after the Expenditure Date for a Project, Recipient must provide County with sufficient documentation that the Funding Amount has been fully expended in the Project.

3. If Completion Date indicated for Project, then no later than one month from the applicable Completion Date, Recipient must deliver to County:
   a. sufficient evidence of Project completion; and
   b. for property acquisition Projects only, a compelling project plan and related budget for the Future Development, including sources and uses statement demonstrating adequate funding.

4. Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to a Project or Recipient's ability to perform its obligations hereunder, Recipient will notify the County of such action and deliver to County copies of such pleadings.

5. If the Recipient becomes aware of any situation, event, or condition which, to the best of its knowledge, may result in noncompliance of a Project or the Recipient with this Agreement, the Recipient will promptly give written notice thereof to the County.

EXHIBIT C
COST PRINCIPLES & PROCUREMENT

COST PRINCIPALS

All Funding Amount expenditures must be made in accordance with the following cost principles: requirements:

- All expenditures must be adequately documented and made in a cost-effective manner.
- Costs must be reasonable, meaning that, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Other applicable guidance for cost-reasonableness includes whether the cost is of a type generally recognized as ordinary and necessary for operation or proper performance; sound and prudent business practices; market prices for the geographic area; and awardee's established practices and policies (see, for example, 2 CFR 200.404);
- Costs must be allowable, meaning that it is necessary and reasonable for the completion of a Project, consistent with applicable law, policy, and procedures; accorded consistent treatment and determined in accordance with generally accepted accounting principles (GAAP); and otherwise complies with the terms of this Agreement.

PROCUREMENT

- The Funding Amount may be used to pay third-party contractors performing work on a Project so long as Recipient causes use of (1) its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations or (2) Boulder County's documented procurement and contracting procedures.
- Recipient will cause all third-party contractors to (a) maintain safety precautions and programs in connection with their work on a Project to ensure a safe worksite and (b) pay all employees and subcontractors engaged in the performance of work on a Project competitive rates that are consistent with industry standards and reflective of the prevailing wages for similar work within the geographic area where the work is performed.

FORM OF
SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is effective as of September 16, 2025 and entered into between the **City of Louisville** ("Recipient") and the **Housing Authority of the County of Boulder**, State of Colorado, a public body, corporate and politic, doing business as Boulder County Housing Authority ("Subrecipient" or "BCHA"). Recipient and Subrecipient are each a "Party," and together, the "Parties."

I. BACKGROUND

A. On [DATE], the Board of County Commissioners on behalf of the County of Boulder, State of Colorado ("Boulder County") and Recipient entered into that certain 2025 Affordable Housing Grant Program Funding Agreement ("Funding Agreement"), pursuant to which Boulder County agreed to disperse the Funding Amount to Recipient to be used solely for the purposes, and in accordance with the terms and conditions, set forth therein.

B. The Funding Agreement permits Recipient to transfer the Funding Amount to a Project Partner for purposes of undertaking one or more Projects.

C. The Parties wish for Recipient to transfer the Funding Amount to Subrecipient and for Subrecipient to be a Project Partner, as contemplated by the Funding Agreement.

II. TERMS

1. Incorporation: The terms and conditions of the Funding Agreement are incorporated herein by reference. All capitalized terms not otherwise defined herein will have the meaning set forth in the Funding Agreement. If there is a conflict between the terms of this Agreement and the Funding Agreement, the terms of the Funding Agreement will govern.

2. Subrecipient Obligations: Subrecipient is a Project Partner and will undertake to complete the Projects in strict accordance with the terms of the Funding Agreement. To that end, Subrecipient (a) will provide all services, including labor and equipment, and do all tasks necessary and incidental to completing the Projects and (b) understands that it is subject to, and must comply with, the applicable terms of the Funding Agreement.

3. Disbursement: Recipient will disperse the Funding Amount to Subrecipient for each Project in accordance with Exhibit A (Project Details & Use of Funds) of the Funding Agreement.

4. Independent Contractors: Each Party is an independent and separate legal entity. Neither Party is an employee of the other Party for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Each Party will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

5. Notices: All notices provided under this Agreement must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the

other Party's contact set forth below. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

RECIPIENT:	SUBRECIPIENT:
City of Louisville	Boulder County Housing Authority
Attn: Deputy City Manger	Title
749 Main Street	Mailing Address
Louisville, CO 80027	Mailing Address
sfox@louisvilleco.gov	Email Address

6. Entire Agreement/Binding Effect/Amendments: This Agreement represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Agreement terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written agreement signed by both Parties.

7. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

8. Breach: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.

9. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

10. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of either Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

CITY OF LOUISVILLE

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

BOULDER COUNTY HOUSING AUTHORITY

_____
Name:
Title:
Date:

SUBJECT: **RESOLUTION NO. 69, SERIES 2025 – A RESOLUTION APPROVING AN ICE RINK MANAGEMENT AND LICENSE AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **VANESSA ZARATE, ECONOMIC VITALITY MANAGER**

PRESENTED BY: **ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR**

SUMMARY:
Staff requests City Council action on a proposed contract between the City of Louisville and the Main Street Louisville Business Improvement District (BID) for the BID to run and operate the downtown ice skating rink for the 2025-2026 season.

BACKGROUND / PRIOR DISCUSSIONS:
The City of Louisville took over the ice skating rink operations in 2023, when the previous operator announced they were not going to continue operations. With help from the Louisville Revitalization Commission, the City of Louisville purchased the rink and skating equipment and hired a third-party vendor to operate the ice skating rink starting with the 2023-2024 season. The City of Louisville paid a fee to the operator to run the ice skating rink, and the City received the funds from ticket sales.

At the end of the previous season, staff started to explore additional opportunities for partnership with the business community, and the BID has agreed to manage operation of the ice rink. .

ANALYSIS:
Staff requests Council action on the proposed Ice Rink Management and License Agreement. Major components of the proposed Agreement include:

- The BID will operate the ice skating rink, maintaining the hours and ticket prices from the previous season.
- The City will allow the BID to use its equipment, including the rink, pavilion and skates. The DBA will purchase/rent the additional needed equipment to include a chiller and Zamboni.
- The City will pay a $30,000 management fee to the BID to operate the rink. The BID will retain ticket, concessions and sponsorship sales.
- The City and the BID will promote the event through all appropriate channels to encourage residents and visitors to come to downtown.

2025 COUNCIL WORK PLAN:
Economic Vitality has been identified as a priority for Louisville City Council's Work Plan. Partnering with the Main Street Louisville Business Improvement District for the operation

of the ice rink adds to the economic vitality of downtown and encourages visitors to continue to frequent downtown Louisville.

FISCAL IMPACT:
Budgeted?: **Yes**
There is a line item in the Parks and Recreation Budget for the ice skating rink. The proposed agreement would commit the City to installation and tear down of the rink, payment to the BID of a $30,000 management fee, and electricity costs for the site.

ALTERNATIVE(S):
If Council declines to approve the proposed agreement, City Staff will have to go out to bid for operation of the ice rink by a third-party contractor, similar to operations over the last two seasons. And there may not be time to complete the bid process and have the ice rink operational for the 2025-2026 season.

Alternatively, Council could decide to not fund/operate the ice rink for the 2025-2026 season.

RECOMMENDATION:
Staff recommends approval of Resolution No. 69, Series 2025 and the proposed agreement between the City of Louisville and the Main Street Louisville Business Improvement District for the operation of the downtown ice skating rink.

ATTACHMENT(S):
1. Resolution No. 69, Series 2025
2. Ice Rink Management and License Agreement

RESOLUTION NO. 69
SERIES 2025

A RESOLUTION APPROVING AN ICE RINK MANAGEMENT AND LICENSE AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City has, through agreement with third-party vendors, operated an ice skating venue at 824 Front Street for many years; and

WHEREAS, for the 2025-2026 season, the City and the Main Street Louisville Business Improvement District (BID) have proposed an Ice Rink Management and License Agreement, pursuant to which the BID will operate the rink; and

WHEREAS, by this Resolution, the City Council desires to approve such agreement for the 2025-2026 Winter Skate Season.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Ice Rink Management and License Agreement for the 2025-2026 Winter Skate Season (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

ICE RINK MANAGEMENT AND LICENSE AGREEMENT
2025-2026 Winter Skate Season

THIS ICE RINK MANAGEMENT AND LICENSE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2025, by and between the CITY OF LOUISVILLE, a Colorado home rule municipality (the "**City**"), and THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT, a Colorado special district ("**BID**").

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion; and

WHEREAS, the City conducts an annual wintertime temporary ice skating event at Steinbaugh Pavilion (the "**Event**"); and

WHEREAS, the City desires to engage the BID to manage and conduct the Event and is willing to grant the BID a revocable license to use and occupy the Steinbaugh Pavilion for the Event in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of the Agreement.

2. **License.** The City hereby grants to the BID a revocable license to use and occupy the real property located at 824 Front Street and commonly referred to as the Steinbaugh Pavilion, together with the improvements thereon, as generally shown on Exhibit A (the "**Premises**"), for the conduct of the Event. During the term of this Agreement, the BID shall have exclusive use of the Premises for the conduct of the Event. There shall be no charge to the BID for its use of the Premises for the Event.

3. **BID Responsibilities.** During the term of this Agreement, the BID agrees to conduct and manage the Event, which consists of ice rink installation, operation, and maintenance; ticket sales; skate rental and sharpening; rink rentals; and entertainment. Without limiting the generality of the foregoing, the BID agrees to perform the following:

a. Equipment Rental, Purchase, and Installation. The BID will, at its sole expense, rent or purchase the chiller, Zamboni, and portable toilets (the "BID **Equipment"**), and will install such BID Equipment at the Premises. The BID shall submit to the City for approval a proposed schedule for Equipment delivery, set-up, maintenance, operation, and removal of all Equipment. All approvals by the City required by this Agreement shall be given by the City Representative identified in Section 7. The BID may modify the schedule as needed due to delivery delays, labor unavailability or other unanticipated occurrences.

b. Event Management Services. The BID shall provide the following management services for the Event (collectively, the "**Management Services**"):

i. Provide all operational staff and be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. The BID shall provide site-specific training to all staff members with a focus on providing excellent customer service.

ii. Manage all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. The City Representative shall provide a full list of all such licenses and permits within two days of the execution of this Agreement. The cost of licenses and permits shall be borne by the City. Any City licenses and permits shall be promptly issued upon request.

iii. Maintain all ice surfaces and keep the same reasonably free from snow and debris; keep all walkways within the Premises reasonably free from ice and snow; and keep all outdoor areas within the Premises free from trash and debris. The BID shall immediately notify the City in the event that the BID has actual knowledge that repairs are required to any City-owned or leased building, equipment, or area.

iv. Manage ice rink rentals by private parties and leagues for use of the ice rink outside of the hours of operation for the open public skate established pursuant to Section 3.c.ii.

v. Except as provided in Section 15, be solely responsible for payment of all applicable taxes and obtain and keep in force all applicable permits and approvals. The BID agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

vi. Inform the Louisville Police Department if the BID has actual knowledge of potential violations of City ordinances, rules, and regulations to request that they be followed and enforced.

vii. The BID may contract with one or more persons or entities selected by the BID to perform all or portions of the Management Services. The BID will be solely responsible for all contracting, supervisory, and administrative matters related to execution and administration of said contract or contracts. The City will not directly work with or supervise the contractor or contractors selected by the BID.

c. Conduct of the Event. The BID shall conduct the Event in accordance with the following standards and limitations:

i. The Event shall be operated 7 days a week from November 21, 2025 to February 16, 2026, except Christmas Day and such other dates agreed to in advance by the City Manager and the BID.

ii. The hours of operation for the public skate shall be:

1. Before January 3, 2026: Monday-Wednesday from 11 am to 8 pm; Thursday-Friday from 11 a.m. to 10 p.m.; Saturday from 10 a.m. to 10 p.m.; and Sunday from 10 am to 7 pm.
2. January 3, 2026 and later: 11 a.m. to 6 p.m.
3. Special holiday and non-school hours shall be as provided in Exhibit B.
4. No Event activities, including public skating and private leagues or events, shall begin before 8:00 a.m. and extend beyond 11:00 p.m.

iii. The fees charged for the open public skate shall not exceed $10 for adults and $9 for kids. Children three and under shall be admitted for free.

iv. No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

v. Amplified sound shall not be permitted before 10 a.m. or after 10:00 p.m. Notwithstanding the foregoing, the City reserves the right to require the BID to further restrict times of and/or reduce the volume of amplified sound when deemed necessary.

vi. No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted on the Premises.

vii. In January and February, provided the Department programs do not materially interfere with the Event, the BID agrees that the City's Parks and Recreation Department may utilize the Premises free of charge for its own ice programs outside the hours of the public skate, broomball and other previously scheduled private events.

d. Promotion. The BID may promote the Event through advertising, including hanging sponsor banners on or around the perimeter of the Premises. The BID will remove such banners at the end of the season. In addition, the City will make available and install at the City's expense up to eight "pole banners" on light poles with existing banner hardware in the downtown area to promote the Event and the City will include a full page advertisement in the City's quarterly newsletter and a full page insert in the City's utility bills mailed to residents.

e. Post-Season Restoration of Premises. At the conclusion of the 2025-26 season, the BID shall cease use of the Premises and, after the City completes its responsibilities under Section 4(a), shall return the same to as good a condition as when the BID commenced its use of the Premises except for normal wear and tear not resulting from the BID's negligence and for any damage caused by the City. Within thirty (30) days following conclusion of the 2025-26 season, the BID shall remove any personal property or equipment installed or placed on the Premises by the BID.

4. City Responsibilities. The City agrees to provide the following support to the BID for the Event:

a. Equipment Delivery and Removal. The BID may utilize the ice rink equipment currently owned by the City, including the rink, boards, and ice skates, free of charge. The City will deliver the City-owned equipment to the Premises between October 13, 2025 and October 30, 2025 as coordinated with the BID for an efficient and cost effective installation process and will remove and store the City-owned equipment at the conclusion of the 2025-26 season.

b. Additional City-Owned Equipment. The BID shall inform the City when the BID determines that repairs, replacements or additions to the City-Owned Equipment are necessary or convenient for the operation and maintenance of the ice rink, including reasonably necessary sound and lighting equipment. If such repairs, replacements, or additions are pre-approved by the City, the City will promptly pay to the BID the reasonably required costs for the acquisition and/or repair and installation of the new or repaired City-Owned Equipment. Upon installation, that "Additional City-Owned Equipment" shall be subject to the terms of the Agreement as they relate to "City-Owned Equipment."

c. Utilities and Trash. The City will provide electrical service for the Premises at its own expense and will continue to service all City-owned trash receptacles currently on the Premises in accordance with the City's regular trash service schedule for the Premises. If, in order to keep the Premises clean, additional trash removal than that provided by the City is required, the BID shall be responsible for such trash removal.

d. Noninterference with the Event. The City shall not conduct any activity on the Premises that substantially interferes with, or disrupts the Event, except in a bona fide emergency or with the advance consent of the BID.

5. BID Compensation.

a. Deposit. On or before October 1, 2025, the City shall deposit with the BID the sum of **Thirty Thousand Dollars ($30,000.00)** ("Deposited Funds"), which shall be used by the BID for its performance of the Management Services and for its expenses related to the performance of this Agreement. The BID shall place the Deposited Funds in a BID fund or account and shall separately account for such funds. The Deposited Funds shall be used to pay Management Services and Event costs as they become due.

Except for the cost of Additional City-Owned Equipment pre-approved by the City pursuant to Section 4.b, the foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the BID, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. Except as provided in Section 29, no City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b. Invoices. The BID shall submit a monthly invoice to the City for Management Services rendered and a detailed expense report for expenses incurred during the previous month. The invoice shall document the Management Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The BID shall provide such additional backup documentation as may be reasonably required by the City. If the BID has incurred costs for pre-approved Additional City-Owned Equipment, the invoice shall include a detailed invoice for such Equipment. The City shall pay the invoice for Additional City-Owned Equipment within thirty (30) days of receipt unless the Additional City-Owned Equipment or the documentation therefor are unsatisfactory. In the event of non-payment, the City shall provide written documentation of why the invoice or documentation is unsatisfactory, and recommendations for a cure. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

c. Return of Deposited Funds. Any amounts remaining in the Deposited Funds following completion or termination of this Agreement shall be returned to the City within sixty (60) days of such completion or termination.

6. Event Revenues.

a. Revenues. The BID shall retain all amounts derived from skate admission fees, skate rentals, concession sales, fees charged to private leagues and for private events, and other revenues.

b. Sponsorships. The BID may secure sponsorships to pay for Event expenses and may retain all revenues secured from said sponsorships.

7. Project Representation. The City designates Vanessa Zarate, Economic Vitality Manager, as the responsible City staff (the "City Representative") to provide direction to the BID during the Event. The City Representative shall provide prompt direction upon request. The BID shall comply with the reasonable directions given by the City Representative and such person's designees. The BID designates Lawrence Anderson as its project manager under this Agreement (the "Project Manager").

8. Term; Renewal. The term of this Agreement shall be from the date the City executes this Agreement (the "Effective Date") to the removal and storage of City-Owned

Equipment, unless sooner terminated pursuant to Section 18, below. The BID's Management Services under this Agreement shall commence on the Effective Date, and the BID shall proceed with diligence and promptness so that the Equipment is delivered and the Management Services are provided in a timely fashion for the skating season to begin on November 21, 2025. The City and BID have the right to renew this Agreement for additional terms upon written mutual agreement.

9. Acknowledgment of General Condition. The BID acknowledges that its use and occupancy of the Premises hereunder is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. The City represents that there are no known defects on the Premises that would prevent or interfere with the BID's performance of this Agreement and if such defects exist, the City shall promptly cure such defects at its expense, except that the BID shall be responsible for any repairs attributable to the negligence or other fault of the BID.

10. Liens. The BID shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises acquired by contract entered into by the BID. The City may at the BID's expense discharge any liens or claims arising from the same.

11. BID's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the BID placed or located on, at, or in the Premises, it being acknowledged and understood by the BID that the safety and security of any such property is the sole responsibility and risk of the BID.

12. Insurance.

a. The BID agrees to procure and maintain, at its expense, the policies of insurance set forth in Subsections a.i through a.iii. Further, the BID shall require each contractor conducting activities on the Premises pursuant to this Agreement to have and maintain at their own expense, the policies of insurance set forth in Subsections a.i through a.iii. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the Effective Date hereunder. The required coverages are:

i. Workers' Compensation insurance if required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

ii. General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $400,000

per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of BID's owned, hired or non-owned vehicles assigned to or used in performance of the Management Services. If the BID has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the BID providing services to the City under this Agreement.

b. The BID's and each of its contractor's general liability insurance and automobile liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the BID or its contractors. Such policies shall contain a severability of interests provision. The BID and its contractors shall be solely responsible for any deductible losses under each of the policies required above. Neither the BID nor its contractors shall be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Certificates of insurance shall be provided by the BID and its contractors as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City Representative. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

d. Failure on the part of the BID or its contractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all reasonable premiums in connection therewith, and all monies so paid by the City shall be repaid by the BID to the City upon demand, or the City may offset the cost of the premiums against any monies due to the BID from the City.

13. Indemnity and Release. The BID shall be solely responsible for any damages suffered by the City or others as a result of the BID's use and occupancy of the Premises. The BID agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) the BID's use and occupancy of the Premises; (b) the conduct of the Event; (c) any liens or other claims made, asserted or recorded against

the Premises as a result of the BID's use or occupancy thereof; or (d) the rights and obligations of the BID under this Agreement.

14. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

15. Taxes. The Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to the BID's use or occupancy, the City shall be responsible for the payment of taxes.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, provided the City's rights under this Section 16 do not materially interfere with the Event, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, the BID shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

17. Hazardous Materials. The BID shall not keep, or allow its contractors or subcontractors to keep, any hazardous materials in or about the Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

18. Termination.

a. At the City's option, it shall be deemed a breach of this Agreement if the BID defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall give the BID ten (10) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Premises. In the event any default remains uncorrected after ten (10) days written notice, the City, at City's option, may declare the Agreement terminated and revoke permission for any further BID use of the Premises for the Event without prejudice to any other remedies to which the City may

be entitled. Additionally, the City may, but shall not be obligated to, correct or remedy the BID's default at the BID's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of the BID for the expense of correcting or remedying such default.

b. The City or the BID, individually, shall each have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice to the other party at least ninety (90) days in advance of the termination date.

c. Upon termination of the Agreement for any reason, the City may, but is not obligated to, manage and conduct the Event with its own employees or contractors.

19. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission, email, or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:
City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
Dlangley@louisvilleco.gov

BID:
Main Street Louisville Business Improvement District
746 W. Fir Ct.
Louisville, CO 80027

Attn: Lawrence Anderson, Project Manager
671 Eldorado Blvd. Apt 212
Broomfield, CO 80021
landerson@bouldercreative.org

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon receipt of mailing.

20. Existing Rights. The BID understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. The City shall, within two days of the making of this Agreement, furnish the BID with copies of all applicable prior franchise agreements, easements and other interests of record and inform the BID in writing of any known required permissions applicable thereto. The BID shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

21. Records Inspection and Audit. The BID shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Management Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall have the right to access and examine such records, without charge, during normal business hours upon reasonable advance notice. The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

22. No Waiver. Waiver by the City or the BID of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

23. No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the BID and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party to act as an agent of another Party hereto for any purpose whatsoever.

24. No Third Party Beneficiaries. The Parties, in their corporate and representative governmental capacity are the only parties intended to be the beneficiaries of this Agreement and no other person or entity is so intended.

25. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and venue shall lie exclusively in courts of the County of Boulder.

26. Payments Subject to Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion.

27. No Assignment. This Agreement and the license granted herein is personal to the parties hereto. The BID shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City.

28. Entire Agreement. This Agreement is the entire agreement between the City and the BID, may be amended only by written instrument subsequently executed by the City and the BID.

29. Authority. The City Manager is hereby given authority to make any amendments to this Agreement costing less than $5000.00 singly, without additional City Council action.

30. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

31. No Personal Liability. Nothing herein shall impose any personal liability on the elected officials, board members, managers, employees, contractors, volunteers or agents of the City or the BID.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

BID:
MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

By:_____
Erik Hartronft, Assistant Secretary/Treasurer

EXHIBIT A

Depiction of Premises

EXHIBIT B
Holiday and Non-School Day Hours for 2025-2026

Date	Hours
11/24/25	11 am to 7 pm
11/25/25	11 am to 7 pm
11/26/25	11 am to 7 pm
11/27/25 – Thanksgiving	9 am to 6 pm
11/28/25	11 am to 7 pm
12/06/25 – Parade of Lights	9 am to 11pm
12/07/25 – Parade of Lights	9 am to 11pm
12/22/25	11 am to 7 pm
12/23/25	11 am to 7 pm
12/24/25 – Christmas Eve	11 am to 5 pm
12/25/25 – Christmas Day	Closed
12/26/25	11 am to 7 pm
12/28/25	11 am to 10 pm
12/29/25	11 am to 7 pm
12/30/25	11 am to 7 pm
12/31/25 - NYE	11 am to 6 pm
01/01/26 - NYD	11 am to 6 pm
01/02/26	11 am to 7 pm
01/03/26	11 am to 10 pm
01/04/26	11 am to 8 pm
01/19/26 – M.L.K.	11 am to 10 pm
02/08/26 – Superbowl	11 am to 4 pm
02/16/26 – President's Day	11 am to 7 pm
02/17/26	11 am to 7 pm

Downtown Skating Rink

Council Approval Needed for:

- Contract with the Main Street Louisville Business Improvement District for operation of the Downtown Ice-Skating Rink

City of Louisville

SUBJECT: **DISCUSSION / DIRECTION - BOULDER OFFICE OF DISASTER MANAGEMENT PROPOSAL**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **DIANA LANGLEY, CITY MANAGER**

PRESENTED BY: **DIANA LANGLEY, CITY MANAGER**

SUMMARY:

Staff received a proposal from the Boulder Office of Disaster Management (Boulder ODM) for Louisville to join Boulder ODM and receive disaster management services. The proposal identifies the annual cost for Louisville to join Boulder ODM, $213,652.08, and the programmatic delivery areas for Louisville. If the City joins Boulder ODM, Louisville will have access to six disaster management staff and administration with qualifications, knowledge, and experience that spans across all disaster management skill sets, capabilities, and competencies. Louisville will also receive a seat on the Boulder ODM Board and have Emergency Operations Center (EOC) coverage and services.

Staff is requesting authorization for the City Manager to work with Mike Chard, Boulder ODM's Director, to develop an updated Intergovernmental Agreement (IGA) for Louisville to join Boulder ODM.

BACKGROUND / PRIOR DISCUSSIONS:

Boulder Office of Disaster Management

In 2005, the City of Boulder and Boulder County executed an Intergovernmental Agreement (IGA) to form the Office of Emergency Management to oversee the delivery of disaster services. In 2022, the name was changed to the Office of Disaster Management (ODM) for the City of Boulder and Boulder County, with a mission focusing on disaster management through community preparedness, mitigation of hazards, and effective disaster response and recovery.

ODM has a highly skilled and dedicated team, led by Director Mike Chard, and is overseen by a Board of Directors currently consisting of Sheriff Curtis Johnson, City of Boulder Police Chief Stephen Redfearn, Boulder Fire-Rescue Chief Mike Calerazzo, Boulder County Administrator Jana Peterson, and City of Boulder City Manager Nuria Rivera-Vandermyde.

Prior Council Action

On May 6, 2025, Council authorized the City Manager to initiate discussions related to joining Boulder ODM.

On July 23, 2025, Council held a 2026 Budget Retreat and preliminarily approved the funding necessary to join Boulder ODM.

ANALYSIS:
The attached proposal from Director Chard outlines the scope of services that the City will receive upon joining Boulder ODM. The proposal is based on the City receiving an allocation of approximately 1,872 hours/year for disaster management services, broken down 1,310 hours for a variety of disaster management activities and 562 hours for emergency operations center (EOC) readiness.

The 1,310 hours for disaster management activities are intended to assist Louisville in creating a yearly work plan and may include:

- Emergency Operations Plan (EOP)
  - Louisville will be included in Boulder ODM's update to their EOP and will have its own annex in the plan.
- Training & Exercise
  - Boulder ODM will provide two tabletop exercises or one tabletop and one drill.
- Continuity of Operations Planning (COOP)
  - Boulder ODM will review the City's COOP to make sure the plan is complete and meets the core elements of a COOP.
- Community Preparedness
  - Boulder ODM will partner with the City on existing Boulder ODM and Louisville programs and events.
- Operational Readiness Preparedness/Incident Command, Department Operations Center (DOC)
  - Boulder ODM will help the City to identify the resources and materials needed to establish a proper DOC.
- Threat and Hazard Identification and Risk Assessment (THIRA) and Capability Assessments
  - Performed every two years to help inform hazards that the EOP annex for Louisville must address.
- Public Messaging
  - Boulder ODM staff will coordinate with City staff on consistent messaging.
- Local Emergency Planning
  - Boulder ODM will coordinate with the Police Department and Louisville Fire Protection District on evacuation planning.

The 562 hours for EOC readiness are for Boulder ODM to activate an EOC on the City's behalf should an emergency occur.

Staff is requesting authorization for the City Manager to work with Director Chard to develop an IGA for Louisville to join Boulder ODM. If authorized, the next step is for Director Chard to present the proposal for Louisville to join Boulder ODM to the ODM Board and obtain authorization to coordinate an IGA amendment to include Boulder County, the City of Boulder, and Louisville. Once the IGA is drafted, it will need to be approved by the parties.

2025 COUNCIL WORK PLAN:
Disaster preparedness and emergency response are vital to support the City Council's 2025 Work Plan, focusing on Council's priorities of economic vitality, safety, core services, and housing. Residents and business owners need to feel secure in the City's ability to adequately prepare for, respond to, and recover from emergencies.

FISCAL IMPACT:
Budgeted?: **No**
Funds are not currently budgeted but are included in the recommended 2026 Supplemental Budget for Council consideration.

ALTERNATIVE(S):
Do not continue with the process to join Boulder ODM and direct staff to identify the resources necessary for the City to provide similar disaster management services.

RECOMMENDATION:
Staff recommends that Council authorize the City Manager to work with Director Chard to develop an updated Intergovernmental Agreement that will allow Louisville to join Boulder ODM and outline the scope of services that Louisville will receive.

ATTACHMENT(S):
1. Director Chard proposal dated July 1, 2025
2. Staff Presentation

DISASTER MANAGEMENT
CITY OF BOULDER • BOULDER COUNTY

3280 Airport Road
Boulder CO, 80301

Date: July 1, 2025

To: ODM Board
Subject: ODM Cost Share to Incorporate Louisville into the ODM System

---

Existing Budget

FTE 5: $800,534 Operating Expenses $175,202 Cost Share 50%: $487,868

This report presents a proposed cost share model for disaster management service delivery for the City of Boulder, Boulder County, and the City of Louisville. The cost share proposal is based on the addition of 1 FTE and additional operating expenses required to add the City of Louisville.

The cost share has a planning assumption that to take on additional communities additional FTE and operating expenses are required. The existing ODM staff FTE per population is 1/30,475. Expanding service areas requires adding staff and increasing operating funds. The additional duties and costs associated with programmatic duties of a municipal disaster management system (list of programs provided at the end of the report).

Option #1: Neutral Cost Increase Proposal BOCO, COB and Louisville

The cost share is based on adding the cost of one full-time employee and operating expenses to include Louisville to the Boulder Office of Disaster Management Intergovernmental Agreement. For this to be executed additional expenses to the City of Boulder and Boulder County shall not occur because of incorporating the City of Louisville to the existing agreement.

Added value from this agreement is the expansion of ODM staff to deliver services and on-call coverage to the City and County at no increased cost. The value of this proposal is that the City of Louisville obtains access to six disaster management staff and administration with qualifications, knowledge and experience that spans across all disaster management skill sets, capabilities, and competencies. At the proposed price point the City of Louisville would also receive a seat on the Boulder ODM Board and EOC coverage and services as defined in a newly updated IGA.

Totals

- **Total Population** = 143,900
- **Total Area** = 685 sq mi

Agency Data

Agency	Population	Area (sq mi)
BOCO	16,900	650
COB	105,000	27
Louisville	22,000	8

Cost Share of $1,186,956

Budget = 6 FTE- $936,956 + Operating- $250,000= $1,186,956

Agency	Percentage of Budget	Proposed Funding Level
BOCO	41%	**$486,651.96**
COB	41%	**$486,651.96**
Louisville	18%	**$213,652.08**
		$1,186,956.00

5 ODM Coordinator FTE & Operating Expenses based on 52 weeks at 40 hours per week = 10,400 hours.

FTE $936,596 & $250,000 = 1,186,956

Agency	Weighted Share	Hours	Cost Share	Per Hour Cost	EOC Readiness % of Time
BOCO	41%	**4264**	**$486,651.96**	**$114.1341**	**30% 1,279 hours**
COB	41%	**4264**	**$486,651.96**	**$114.13**	**30% 1,279 hours**
Louisville	18%	**1872**	**$213, 652.08**	**$114.13**	**30% 561.60 hours**

Disaster Management Program Requirements of the Agreement

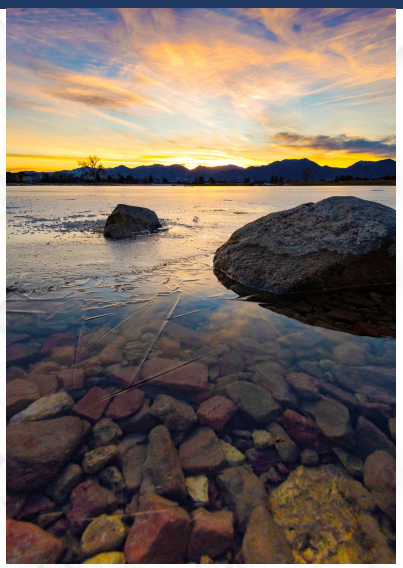
To run an effective program, you must address the following programmatic areas. Each one carries with it requires several staff hours to prepare, deliver, resource, and perform improvement processes afterward to be successful. The following shows the programmatic delivery areas for Louisville. The allocated 1872 hours – 561 hours for EOC readiness to create their yearly work plan.

- Emergency Operations Plan: Annex to the existing EOP
- EOC Readiness and Preparedness- Boulder ODM and awareness training with Louisville
- Training & Exercise: 2 tabletop exercises or 1 tabletop and 1 drill.
- Continuity of Operations Planning: Training and Web EOC Training only
- Community Preparedness: Existing preparedness programs and community events
- Operational Readiness Preparedness / Incident Command / Department Operations Center
- THIRA and Capability Assessments: Performed every two years.
- Resource Management Systems: Inventory and asset management City responsibility
- Public Messaging: City of Louisville
- Alert and Warning: Sheriff's Office 911 Center Contract
- Local Emergency Planning Commission: ODM administrative duties and Police responsible for Tier 2 facility evacuation planning, Fire Department responsible for hazardous materials response.
- Recovery: City of Louisville picks up from transition to recovery provided at EOC.

EOC Basic Cost Estimate

Staff Description	Staff Numbers	Activation Rate / Hr.
EOC Manager	1	70.00
Deputy EOC Manager	1	70.00
SAS Chief	1	65.00
Situational Awareness Section Staff	2	55.00
Resource Management Chief	1	65.00
Resource Management Staff	4	55.00
ESF 1 Transportation	1	55.00
ESF 3- Public Works	1	55.00
ESF 6- Mass Care	6	55.00
ESF 8- Public Health	2	55.00
ESF 13- Public Safety	2	75.00
ESF 15- PIO	3	70.00
ESF 26 GIS	1	65.00
EOC Facility		300.00
Vehicles	2	150.00
		1260

Standard EOC activation period is 12 hours. Cost per operational period is $15,120.



City of Louisville

Proposal from Boulder Office of Disaster Management

September 16, 2025

City of Louisville

Background

- Boulder Office of Disaster Management (ODM)
  - Formed in 2005 between Boulder County and the City of Boulder to oversee the delivery of disaster services.
  - Mission focuses on disaster management through community preparedness, mitigation of hazards, and effective disaster response and recovery.
  - ODM has a highly skilled and dedicated team led by Mike Chard.
  - Overseen by a Board of Directors consisting of Sheriff Curtis Johnson, City of Boulder Police Chief Stephen Redfearn, Boulder Fire-Rescue Chief Mike Calerazzo, Boulder County Administrator Jana Peterson, and City of Boulder City Manager Nuria Rivera-Vandermyde.

City of Louisville

Prior Council Action

- May 6, 2025 – Council authorized the City Manager to initiate discussions related to Louisville joining Boulder ODM.
- July 23, 2025 - Council held a 2026 Budget Retreat and preliminarily approved the funding necessary to join Boulder ODM.

City of Louisville

Analysis

- Boulder ODM Proposal
  - Allocates 1,872 hours/year to Louisville for disaster management services
    - 1,310 hours to assist Louisville in creating a yearly work plan
    - 562 hours for emergency operations center readiness

City of Louisville

2025 Council Work Plan

- Disaster preparedness and emergency response are vital to support the City Council's 2025 Work Plan, focusing on Council's priorities of economic vitality, safety, core services, and housing. Residents and business owners need to feel secure in the City's ability to adequately prepare for, respond to, and recover from emergencies.

City of Louisville

Fiscal Impact

- $213,652.08 - First Year
- Funds are not currently budgeted but are included in the recommended 2026 Supplemental Budget for Council consideration.

City of Louisville

Alternatives

- Do not continue with the process to join Boulder ODM and direct staff to identify the resources necessary for the City to provide similar disaster management services.

City of Louisville

Recommendation

- Council authorize the City Manager to work with Director Chard to develop an updated Intergovernmental Agreement that will allow Louisville to join Boulder ODM and outline the scope of services that Louisville will receive.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10C

SUBJECT: **SOUTH STREET UNDERPASS DESIGN**

I. RESOLUTION NO. 70, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION A DESIGN

OR

II. RESOLUTION NO. 71, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION B DESIGN

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **CAMERON FOWLKES, CITY ENGINEER**

PRESENTED BY: **KURT KOWAR, DIRECTOR OF PUBLIC WORKS AND UTILITIES**

SUMMARY:
Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of $1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to $150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- Option B design- For their proposal cost of $1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to $180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

BACKGROUND / PRIOR DISCUSSIONS:
In September 2023, the City Council approved a contract with Kimley-Horn for the 60% Design and Right-Of-Way (ROW) for the State Highway 42 (CO42) Improvements project. This project builds upon the recommendations of the adopted Future 42 corridor study.

The South Street Underpass Project, originally included in the scope of the CO42 60% Design and ROW project, was separately granted a partial DRCOG TIP award of $3,000,000 in 2023 for construction of the underpass. The CO42 60% Design and Right of Way project, including the underpass, has progressed currently to a 30% design review and is in progress.

To bring the South Street Underpass project to construction, the 100% design of the underpass will be separated from the CO42 Improvements project and executed as a standalone project. The current estimated total cost for design and construction of the South Street Underpass, as currently designed with the closure of South Street, is approximately $10,260,402.48. At 30% design completion, the South Street Underpass design and construction cost was estimated at $13,885,242 (see attachment 6 for expanded scope documents). Staff worked with Kimley-Horn to reduce the scope of the project to fit within the budgeted amount of $10,283,254.00. In order to meet the current budget, several aesthetic portions of the project had to be removed (see Option A Design).

ANALYSIS:
The original scope of work for the project includes building an underpass under Highway 42 at South Street and terminating South Street at the driveway entrance to DELO Plaza, the retail complex located on the west side of Highway 42 between Short Street and South Street (Option A). However, after feedback received from residents and business owners, staff is presenting a second option for consideration (Option B), which would maintain South Street access to Highway 42 and relocate the underpass to a different location nearby. Details related to both options are as follows:

<u>Option A Design</u>:

The Option A design keeps the underpass in the original location and closes the South Street vehicle connection to Highway 42. The updated design, which addresses feedback received from residents and business owners, includes the following modifications from the original expanded scope design:

- South Street Ramp
  - The underpass ramp length was shortened to maintain the existing commercial property driveway fronting South Street with minor modifications.
  - The ramp width was reduced to match the underpass box width.
  - The existing angled on-street parking on the north side of South Street and a portion of the existing angled on-street parking on the south side of South Street is maintained.
  - The portion of South Street between Lee Avenue and the commercial driveway is maintained as two-way traffic.
- Miner's Field
  - Improvements within the baseball area are limited.

- Commercial Property
  - Limits of construction and retaining wall locations have been revised to minimize impacts.
  - The current wall layout keeps proposed exposed back of wall within the ROW. Easements for wall construction would still be required.
- Underpass
  - The box width was reduced from 20' to 14' and the height was reduced from 9' to 8.5'.
- CO42 Profile/Walls/Ramps
  - The CO42 road profile was optimized considering the revised box dimensions, South Street Underpass ramp grading, north/south ramp grading, and wall lengths.
- Finish
  - The level of finish (fixtures, urban design, landscape, lighting, etc.) of the project has been decreased based on the available budget. Alternates will be added to the construction bid documents to increase the level of finishes if budget allows.
- Connections
  - The paved connections to Empire Road/Pine Street on the east and west side of CO42 were removed from the project and can be completed with future phases of the corridor project. These will also be considered as add-alternates with the bid.

If the Option A design is selected, it is anticipated to be completed in Q2-Q3 of 2026 with bid advertisements for construction occurring in Q3-Q4 of 2026. This schedule could be impacted by the right-of-way acquisition process and design coordination with CDOT and adjacent land owners. Staff will provide updates to City Council as milestones are reached. Construction of the project is anticipated to take 9-12 months after the project is awarded to a contractor.

With the current grant funding, the City is required to advertise for bids for construction before October 1, 2026. If bids are advertised beyond this deadline, the project will enter "1st year delay" status. Below is a summary of 1st and 2nd year delay with regards to TIP funding:

- First Year Delay: If a delay occurs, DRCOG, along with CDOT or RTD, will discuss the project and the reasons for its delay with the sponsor. Delay details are presented to the DRCOG committees for recommendation and action.
- Second Year Delay: On the following July 1 (9 months after the first year delay), if the project is still delayed:
  - If the project sponsor is the cause of the delay, the project's un-reimbursed DRCOG-selected funding for the delayed phase will be returned to DRCOG for reprogramming.

- If another agency or an outside factor beyond the control of the project sponsor is the cause of the delay, the future course of action and penalty will be at the discretion of the DRCOG Board of Directors.

Option A should be on Track to be within schedule or 1st year delay status.

The Option A Design went through an extensive public process (online and in-person) for the Future 42 corridor study as the alternatives were developed. This location was selected based on the analysis shown in Attachment 3.

Option B Design:

Based on feedback from some businesses, property owners and residents, staff is providing Option B that will keep the South Street vehicle connection to Highway 42. Most of the concerns involve vehicular access for businesses and residents (ingress and egress). KH has prepared an alternative design fee for this option. This would move the underpass north in order to keep South Street open to vehicles at Highway 42. This scope includes an alternative analysis for up to 3 options (15% design). The team will meet with the stakeholders (businesses, property owners and residents) again to determine a design to keep South Street connected to Highway 42.

Things to consider if Option B is selected:

- The schedule will extend by 6-12 months from the Option A design while the project is redesigned. Costs of the underpass construction will increase based on this schedule delay (inflation).
- Moving the underpass north will require private property acquisition just north of South Street as shown in attachment 5. This property is not currently in the plan for acquisition. Based on the funding challenges presented in Option A, this property could not be acquired with current funding so options for acquisition of the property will have to be explored.
- The Option B location was discussed with the property owner during the alternative analysis design of the Future 42 corridor study (Attachment 3). This location was not selected based on feedback from the property owner.
- Option B may result in a loss on parking on the existing commercial property.
- This design cost is $250,000 more than Option A. These funds could be used for construction of Option A and enhance the project.
- The construction cost and design of this option is unknown. The project may need increased funding or a reduction in the scope of work to be constructed. More details will be determined in the early phases of the design.
- Staff estimates that the budget may need to be increased by up to $1,500,000-$2,800,000 to cover additional items for Option B. These items will not be known until the design is moved forward and more information is determined. Items include:

  - Inflation costs due to delayed construction timeframes
  - Additional property acquisition
  - Additional construction items not yet identified until design is progressed further (walls, culvert length, etc).
- The schedule may push the project into 2nd year delay status. If the delays are determined to be caused by the City, the funds could be returned to DRCOG for reprogramming as stated above.

The design and any necessary right-of-way acquisitions or easements will be fully funded by local City funds. Construction IGAs with CDOT (and any additional funding awarded) will be pursued once all funding is secure and the project reaches a near-final design phase of the project. CDOT and other funding reimbursement requests will follow completion of those agreements.

Staff is recommending awarding this design contract to KH as a sole source agreement (Option A or Option B). Kimley-Horn has been deeply involved in the corridor's development over the past several years and has established strong working relationships with CDOT, Louisville staff, and adjacent property owners and stakeholders. Kimley-Horn has been the lead engineering team for the CO42 Future 42 Study and the current 60% Design and Right of Way Project. They were selected through a public bid process and determined to be the most qualified for both previous projects. Their familiarity with the corridor and ongoing work developing the 30% design of the underpass will ensure seamless and efficient design services. This institutional knowledge makes them the most suitable choice for this next phase of the project. CDOT has given the City their approval to follow City purchasing policies to sole source this contract to Kimley Horn.

Additionally, staff has reviewed the hours and fees within the Kimley-Horn proposals (Option A and B) and finds them reasonable for the project scope.

Please refer to the attached concept exhibits - Attachment 4 for Option A and Attachment 5 for Option B. Further analysis and alternative development will be developed if it is selected.

Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of $1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to $150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

Option B design- For their proposal cost of $1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to $180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

2025 COUNCIL WORK PLAN:
This project supports the 2025 Council Work Plan through the promotion of transportation and safety initiatives.

FISCAL IMPACT:
Budgeted?: **Yes**

The project is currently projected to meet the 2025/2026 budget based on the most recent engineer's cost estimates. To award this contract, some funding must be shifted from 2026 (budget amendment) but the overall cost of the project is within budget for Option A. A detailed breakdown is provided below:

Funding

Description	Account	Budget Amount
SOUTH STREET UNDERPASS (2025)	301312-660309	$1,163,876
SOUTH STREET UNDERPASS (2026)	301312-660309	$9,119,378
TOTAL:		**$10,283,254***

***Funding includes the following grants/offsetting funds:**

DRCOG TIP Funds	**$3,000,000**
LRC Bond Funds	**$1,000,000**
CDOT IGA Funds	**$1,900,000**

OPTION A

2025 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
South Street Underpass Design - 2025 (This request)	($1,587,382.48)
Contingency - 2025 (This request)	($150,000.00)
Right-of-Way Acquisition - 2025 (Estimated)	($110,000.00)
Total Expenses:	**($1,847,382.48)**
Remaining Funds (2025 shortfall):	**($683,506.48)***

2026 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
Construction – 2026 (Estimated)	($6,673,020.00)

Construction Contingency – 2026 (Estimated)	($1,740,000.00)
Total Expenses:	**($8,413,020.00)**
Remaining Funds (2026 surplus):	**$706,358.00***
2025 and 2026 Total Estimated project remaining funds:	**$22,851.52**

Total Contract Summary

Description	Account	Amount
South Street Underpass Design	301312-660309	$1,587,382.48
Contingency	301312-660309	$150,000.00
	Total Contract:	**$1,737,382.48**

*The project will require additional funds that are not currently within the 2025 budget. This requires a budget amendment to the 2025 budget for account 301312-660309 in the amount of $683,506.48. As demonstrated here, the total project budget for 2025 and 2026 is currently estimated to be under budget. Staff has worked with the Finance Department on the requested budget amendment and is included in the tracking information for budget amendments.

OPTION B

2025 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
South Street Underpass Design - 2025 (This request)	($1,838,492.48)
Contingency - 2025 (This request)	($180,000.00)
Right-of-Way Acquisition - 2025 (Estimated)	($110,000.00)
Total Expenses:	**($2,128,492.48)**
Remaining Funds (2025 shortfall):	**($964,616.48)***

2026 Projected Expenses (South Street Underpass) 301312-660309

Description	Amount
Construction – 2026 (Estimated)	($6,673,020.00)
Construction Contingency – 2026 (Estimated)	($1,740,000.00)
Estimated increased costs (Inflation, Property Acquisition, Construction costs)	($2,500,000.00)
Total Expenses:	**($10,913,020.00)**
Estimated Remaining Funds (2026 shortfall):	**($1,793,642.00)***
2025 and 2026 Total Estimated project shortfall:	**($2,758,258.48)***

Total Contract Summary

Description	Account	Amount
South Street Underpass Design	301312-660309	$1,838,492.48
Contingency	301312-660309	$180,000.00
	Total Contract:	**$2,018,492.48**

*The project will require additional funds that are not currently within the 2025 budget. This requires a budget amendment to the 2025 budget for 301312-660309 in the amount of $964,616.48. Staff will work with KH to try and reduce costs and minimize or eliminate any funding shortfalls during the design process. Staff has worked with the Finance Department on the requested budget amendment and will update the information if Option B is selected

ALTERNATIVE(S):
Alternative #1 - Expanded project scope - The design team created an initial design that included the underpass and pedestrian area expanding all the way to Lee street and closing off the vehicle entrance to the commercial center adjacent to the project. This alternative also included many aesthetic additions (Landscaping, paving treatments, wall treatments, wider underpass) that have been removed to get the project under budget. This also required another connection to the public parking lot to the west of the commercial center. The estimated project cost was almost $14,000,000, which would require a budget amendment of $4,000,000. See attachment 6 for the expanded scope exhibits.

Alternative #2 – Cancel the project – If the current design of the project is not desirable based on the removal of many aesthetic portions and the reduced scope, City Council could cancel the project. This would require giving back over $5,000,000 in grant funding and $1,000,000 in Louisville Revitalization Commission funding. Returning the grant funds could affect future funding requests from DRCOG and CDOT. This alternative is not recommended by staff based on the possible future implications on grant applications.

RECOMMENDATION:
Staff is requesting that City Council award the contract for professional design services for the South Street Underpass Project to Kimley-Horn (KH) for one of these options:

- Option A design- For their proposal cost of $1,587,382.48 to keep the underpass in its current location and close South Street. Additionally, staff requests authorization for contract addendums up to $150,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.
- Option B design- For their proposal cost of $1,838,492.48 to explore alternatives to keeping South Street open. Additionally, staff requests authorization for contract addendums up to $180,000.00 for additional work and project contingencies, and for the Mayor, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Resolution No. 70, Series 2025 – Option A
2. Resolution No. 71, Series 2025 – Option B

3. Option A - KH Contract, Scope, Fee
4. Option B - KH Contract, Scope, Fee
5. Underpass location analysis
6. Option A - Underpass concepts
7. Option B – Underpass concepts
8. Option A - Expanded scope exhibits
9. Submitted concerns from a resident

RESOLUTION NO. 70
SERIES 2025

A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION A DESIGN

WHEREAS, an Agreement has been proposed between the City and Kimley-Horn & Associates for professional design services for the South Street Underpass Project (the "Project"); and

WHEREAS, City staff has submitted to Council two options for the Project design – Option A, which would keep the underpass in its original location and close the South Street vehicle connection to Highway 42, and Option B, which would consider alternatives to keep South Street open to vehicles at Highway 42; and

WHEREAS, by this resolution the City Council desires to select Option A for the Project design, to approve the Agreement, and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Agreement by and between the City of Louisville and Kimley-Horn & Associates, Inc. for consulting services for the Project – Option A Design (the "Agreement") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional $150,000 in contingency for the Project.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Agreement, change orders, contract addendums, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 71
SERIES 2025

A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION B DESIGN

WHEREAS, an Agreement has been proposed between the City and Kimley-Horn & Associates for professional design services for the South Street Underpass Project (the "Project"); and

WHEREAS, City staff has submitted to Council two options for the Project design – Option A, which would keep the underpass in its original location and close the South Street vehicle connection to Highway 42, and Option B, which would consider alternatives to keep South Street open to vehicles at Highway 42; and

WHEREAS, by this resolution the City Council desires to select Option B for the Project design, to approve the Agreement, and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Agreement by and between the City of Louisville and Kimley-Horn & Associates, Inc. for consulting services for the Project – Option B Design (the "Agreement") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional $180,000 in contingency for the Project.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Agreement, change orders, contract addendums, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Kimley-Horn and Associates, Inc.** a North Carolina corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing Professional Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates the City Engineer as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.

5.2 The Consultant designates Matt Ciarkowski, P.E. as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.

8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

8.3 Notwithstanding the foregoing, if the Consultant is providing architectural, engineering, surveying or other design

services under this Agreement, the extent of the Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section may be determined only after the Consultant'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).

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**

10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

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

If to the Consultant:

Kimley-Horn and Associates, Inc.
1125 17th Street, Suite 1400
Denver, CO 80202
Telephone: (303) 228-2300

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

(The remainder of this page intentionally left blank)

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____

Attest:_____
Genny Kline, Deputy City Clerk

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina Corporation

By: Anthony Pratt, PLA , ENV SP

Title: Associate

MP 68

Exhibit A – Scope of Services

Kimley»Horn

Exhibit 'A'

July 24, 2025

Mr. Cameron Fowlkes, PE, CFM
City of Louisville
749 Main Street
Louisville, CO 80027

RE: ***South Street Underpass Final Design Scope of Work***

Dear Mr. Fowlkes,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee proposal to the City of Louisville (the "City") for providing civil engineering services to prepare final design plans for the pedestrian underpass at the intersection of South Street & CO42 ("South Street Underpass" or "Project").

Project Understanding

Kimley-Horn understands that the City desires final design, engineering, construction plan preparation, permanent easement acquisition, and utility coordination services for the South Street Underpass Project. The intent of the project is to prepare design and construction documents for the pedestrian underpass along the alignment of South Street from Lee Avenue to CO42 and along CO42 from Short St to approximately the southern limits of Miner's Field (the "Project Limits") consistent with the conceptual design dated 6/10/2025 as shown in *Appendix A*.

Proposed improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and associated improvements.

Scope of Services

Task 1 General Services and Project Management

Task 1.A Project Management

Project Management and Oversight

Kimley-Horn and the Project Team will provide project management and oversight for the project. This task is intended to capture the effort for the project management and administration necessary for this project, consisting of subconsultant management, invoicing, progress reports, schedule maintenance, document of control, etc.

Task 1.B Project Coordination/Meetings

Kimley-Horn will coordinate with the City and Consultant Team to establish and engage the Project Management Team (PMT) for the project and develop a list of agencies and Stakeholders. Kimley-Horn will coordinate, prepare for and attend meetings with the PMT, Stakeholders, and the public as outlined in the following tasks.

Task 1.B.1 Initial Meetings

Kickoff Meeting

Kimley-Horn will prepare for, coordinate, and attend up to one (1) two-hour virtual Kickoff Meeting. This meeting is anticipated to consist of up to five (5) Kimley-Horn team members, subconsultants (the "Project Team"), City staff (including Public Works, Planning, and Parks), CDOT staff including the City's local agency coordinator at CDOT, Boulder County, City of Lafayette, and others as required.

Task 1.B.2 Progress Meetings

Project Team Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual meetings with the Project Team (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, and to prepare for upcoming PMT, Stakeholder, and other meetings.

Project Management Team (PMT) Meetings

Kimley-Horn will prepare for, coordinate, and attend monthly virtual meetings with the PMT (up to ten (10) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, discuss the schedule and make key decisions. These meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be completed since the last meeting;
- Problems encountered and effectiveness of previous meeting;
- Activities required to be completed by the next meeting;
- Solutions proposed for unresolved and anticipated issues; and
- Coordination and Information or items required from other agencies and Stakeholders.

The PMT is anticipated to consist of City decision-making staff, CDOT, and Project Team members as needed. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each PMT Meeting.

Project Manager Check-in Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual City/Consultant Project Manager Coordination Meetings (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review project status and coordinate on action items.

Task 1.B.3 Stakeholder Meetings

Kimley-Horn will prepare for, coordinate, and attend virtual meetings with the Stakeholders (up to five (5) one-hour meetings) to obtain input on project elements. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each Stakeholder Meeting. Stakeholder Meetings are anticipated to consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, businesses, residents, consultant PM, and Project Team members, as needed. It is anticipated that Stakeholders may also attend review meetings for milestone submittals.

Task 1.B.4 Agency and Stakeholder Coordination

Kimley-Horn will prepare for, coordinate, and attend independent coordination with affected agencies and Stakeholders (up to five (5) one-hour virtual meetings). It is anticipated that these meetings will consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, FHWA, Denver Regional Council of Governments (DRCOG), Colorado Parks and Wildlife, other potential permitting authority agencies, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.5 Design Review, and Issue and/or Comment Resolution Meetings

Kimley-Horn will prepare for, coordinate, and attend design review, and issue and/or virtual comment resolution meetings (up to four (4) one-hour meetings) with City, agencies, or other Stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. It is anticipated that these meetings will consist of City staff, consultant PM, and Project Team members, as needed. It is anticipated that these meetings will consist of the following types/intervals:

- Screening Criteria;
- City Council Meetings;
- Design development meetings;
- Maintenance agency/entity reviews;
- Pre-submittal Meetings;
- Utility Coordination Meetings; and
- ROW acquisition meetings.

Task 1.B.6 CDOT File Keeping and Requests for Reimbursement

Kimley-Horn will track time and invoices and prepare documentation in accordance with CDOT and Federal Aid requirements. Kimley-Horn will assist in preparation of up to two (2) requests for reimbursements (RFRs).

Task 1.B.7 Permanent Easement Acquisition

It is understood that in support of the project, up to one (1) parcel will need to be acquired for a permanent easement. It is understood that federal funding is being administered and therefore acquisition efforts must comply with the Uniform Act and CDOT policies. It is understood that relocation assistance will not be required.

Kimley-Horn, through use of a qualified subconsultant, Western States Land Services (WSLS) will assist with the City's acquisition of up to one (1) permanent easement.

Meetings and General Coordination/Research

WSLS will meet with the appropriate Project Team and City representatives to assist with the various coordination efforts and design review. WSLS will also meet with the affected landowners to discuss the status of acquisition and to develop responses to landowner questions or feedback.

Title

Western States will order one title commitment through a title company for 1 parcel.

Valuation

A third-party appraisal and appraisal review for up to one (1) parcel is provided in the scope because the property interest will be higher than $25,000.

Preparation of Documentation

WSLS will draft the initial Notice of Interest Letter and an Offer to Purchase letter that meet CDOT standards. WSLS will use the CDOT MOA and standard City conveyance forms that will be filled out by our staff and reviewed by the City prior to issuance.

Negotiations

Prior to starting the appraisal WSLS will issue the NOI letters and attempt to meet with the landowner and the appraiser(s) to review the property. After the appraisal(s) are completed and a FMV is approved by the City, WSLS will present an Offer on behalf of the City. Once the Offer has been issued, WSLS will discuss the compensation being offered and obtain initial feedback. Throughout negotiations, WSLS will maintain current communication with the City and Project Team regarding the status of the negotiations and any issues that may arise. If determined that a voluntary settlement is unable to be negotiated, WSLS will discuss remaining options with the Project Team.

Closings

Once an agreement is reached, the final documentation will be forwarded to the City for review and approval. Upon acceptance of the executed Agreement WSLS will coordinate the closing through the title company. If the City would like to obtain title insurance, they can purchase this directly from the title company.

Condemnation

If it is determined that eminent domain is necessary, WSLS will be available to provide testimony as to their good faith negotiations at an IP hearing. All acquisition efforts will meet and exceed the statutory requirements for good faith negotiations.

Right of Way Clearance

Once the property has been acquired and closed WSLS will submit complete files to CDOT requesting ROW Clearance. Once clearance is received WSLS will consider their efforts to be complete.

Task 1.B.8 Alternative Delivery Method Evaluation

It is understood that the City desires to consider an Alternative Project Delivery Method (e.g. Design-Build, Construction Manager/General Contractor) for the project and evaluate the benefits in comparison to traditional Design-Bid Build. Kimley-Horn will support the City in consideration and evaluation of delivery methods for the project. This task is anticipated to consist of coordination with the City, CDOT, and FHWA

to define the process required for the evaluation and working with CDOT for preparation of a Project Delivery Selection Matrix and attendance of a Project Delivery Selection Workshop.

Due to the unknown nature of these services, we have assumed up to fifty (50) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Task 1 Assumptions:

- Up to one (1) virtual two-hour Kickoff Meeting
- Up to twenty (20) virtual one-hour PMT Meetings
- Up to twenty (20) virtual one-hour bi-weekly City/Consultant PM Coordination Meetings
- Up to five (5) one-hour Stakeholder Meetings
- Up to five (5) virtual one-hour Agency/Stakeholder Meetings
- Up to four (4) virtual one-hour Design Review and Issue and/or Comment Resolution Meetings
- Website to be hosted and managed by City of Louisville
- Up to one (1) ROW acquisition

Task 1 Deliverables

- Meeting Agendas, Minutes, Materials
- Monthly Progress Reports in CDOT format
- Permanent Easement Acquisition of up to one (1) fee parcel. City will pay for closing costs and title insurance.
- Up to one (1) Title Commitment
- Up to one (1) Eminent Domain Appraisal
- Up to one (1) Appraisal Review

Task 2 Data Collection

Task 2.A Utility Locates and Subsurface Utility Engineering (SUE)

Kimley-Horn, through use of a qualified subconsultant, T2UE Utility Engineers (T2ue), will complete utility locates and Quality Level A (QLA) and Quality Level B (QLB) Subsurface Utility Engineering (SUE) investigation as outlined below.

T2ue will conduct utility investigations meeting the requirements of ASCE 38-22, C.R.S. 9-1.5-103. The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation. T2ue will conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2ue will complete the following tasks.

Records Research

T2ue will submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project. T2ue will request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility

Owner officials and authorities. T2ue will compile a list of all utility companies contacted for information and note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

T2ue will utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utility type or ownership that cannot be confirmed by the field investigation will be termed "unknown". T2ue will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes. If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.

Survey

T2ue will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2ue for their use if available. In the absence of direction from the client or a control diagram, T2ue will choose a Local Coordinate System based on either local or NAVD88 vertical datum. T2ue will prepare a survey as depicted within the Project Limits. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:

- The alignment of non-visible underground utilities based upon the survey of surface designations (markings) as performed by T2ue.
- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves, and fire hydrants.
- The location of each main, pipe, conduit line, and other structures will be indicated based upon safely observable evidence.
- Sanitary and Storm Sewers: Rim and invert elevations and/or flow of all manholes, inlets and catch basins.
- Water Mains: location of all valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals, and transformers.
- Other visible utility surface features.
- The alignment of non-visible underground utilities based upon the survey of surface markings by an underground utility locating service or utility companies.
- The Horizontal datum will be based upon Colorado State Plane North coordinates.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).

Utility Depictions Per ASCE/UESI/CI 38-22 Standard

T2ue field crews will use tablets or laptops to field sketch line work and structures while conducting the investigation process. This sketch will consist of notes from the investigation. The field sketch will be provided to the survey team to ensure all field marks are accurately collected. Information will be reviewed in the office to ensure the data collected is accurate. The surveyed data will be reconciled with the utility records and other supporting information, and each utility segment is assigned a Quality Level by a Colorado PE in responsible charge of the investigation.

QA/QC

T2ue will generate and review permits and Maintenance of Traffic plans. T2ue will review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities. T2ue will consolidate and draft the collected field information in a SUE deliverable.

Review Findings

T2ue will assist in the evaluation of utilities and make recommendations for potential major utility conflicts.

Quality Level A (QLA)

T2ue will perform Quality Level A test holes as outlined below to determine the location and depth of the existing utility lines. T2ue will use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation will be conducted by means of air or hydro vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2ue will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

Documentation

Deliverables produced from the Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in AutoCAD format.
- Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected as a part of the QLA investigation will then be incorporated into the existing utility drawing.
- A utility contact list to consist of the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

- A SUE Report signed and sealed by a Professional Engineer is excluded but can be provided at an additional out-of-scope cost to the Client.

QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2ue cannot guarantee that they will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will consist of water, electricity, and natural gas. Telephone and CATV services are excluded but can be performed at an additional out-of-scope cost to the Client.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole. T2ue will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded.
- The removal of Colorado 811 paint marks or designation marks is excluded.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope as it will be performed by Triunity.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Up to three (3) days of Traffic Control Flag men have been provided in the estimate for QLB designating and survey of designations.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.

QLA Investigation Assumptions, Exclusions, and Stipulations

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at $250/test hole report.

- If test holes are proposed over multiple utilities with the intent of exposing multiple utilities within one test hole (pothole), T2UEwill invoice the Client at a per test hole rate multiplied by the number of target utilities that were proposed and exposed.
- The Client will have test hole locations determined prior to the commencement of T2ue's services. If the parameters of the QLA investigation change after T2ue has initiated QLA services, T2ue will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- If the vacuum excavation truck utilized by T2ue for test holes (potholes) is used, this truck employs an air-lance system and is not hydro-based. As a cost-saving measure on this project, native backfill compacted in six-inch lifts and cold patch is recommended to restore test holes, if permissible. It is assumed that all holes will follow this restoration method, and that slurry and hot patch are not provided as part of this proposal but can be performed at an additional out-of-scope cost to the Client.
- If concrete or asphalt coring is required, it will be completed under the reimbursable section for $200 per hole.
- If the dimensions of a utility necessitate a test hole diameter exceeding 18 inches, an additional test hole will be billed as a reimbursable expense.
- The standard price for test holes consists of excavation to a depth of six feet. For every foot of depth over six feet, an additional $95/foot will be billed as a reimbursable expense. If a test hole is on a QLC or QLD utility line, T2ue will excavate to a maximum depth of six feet unless directed otherwise by the Client.
- T2ue will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.
- Traffic Control Flag men have not been included in the estimate for QLA test holes.

SUE Limits

T2ue will complete a QLB SUE investigation within the limits highlighted in green in Figure 1 below. It is understood that information collected as part of the CO42 Design and ROW project in October 2023 will be used in preparation of the QLB SUE plans. The QLA investigation will consist of up to twenty-five (25) test holes.

Figure 1 – SUE Limits

Deliverables

- SUE Plans
- Test Hole Data Reports

Task 2.B Traffic

Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers will complete a traffic impact analysis. The task is to complete a traffic impact analysis related to the South Street closure at CO42 in Louisville to accommodate the pedestrian underpass at the South Street & CO42 intersection. The scope consists of traffic data collection and analysis of traffic impacts and circulation in the nearby commercial area, local roads and at the CO42 & Short Street intersection under several possible scenarios.

This study will address three main questions related to the closure of South Street:

- What is the impact to traffic delay and operations at CO42 and Short Street caused by the increased traffic diverting from South Street and what are potential mitigations?
- How will the closure impact access to development on west side of CO42 between Short Street and South Street particularly from pass-by trips?
- What are the impacts to travel time/delay for residents south of South Street?

The City is also considering adding a right-in/right-out driveway access to the development south of Short Street and west of CO42 or at Spruce Street and CO42 to mitigate the impacts of the closure of South Street. The analysis will consider scenarios where Spruce Street is re-opened, or a new business access driveway is provided off CO42 south of Short Street.

Data Collection

To inform the analysis, Fehr & Peers will collect turning movement count data using a traffic count vendor on a Tuesday, Wednesday, or Thursday from 8 AM to 10 AM and from 4 PM to 6 PM at the following intersections:

- 1. CO42 & Short Street;
- 2. CO42 & South Street;
- 3. Short Street & Commercial Driveway west of CO42; and
- 4. South Street & Commercial Driveway west of CO42.

Fehr & Peers will augment this data with traffic counts provided by the City at Lee Avenue and the commercial driveway access. Fehr & Peers will also use a traffic vendor to collect video data at each of the four study intersections that will be used to quantify pass-by trips.

Analysis

Fehr & Peers will analyze the impacts to traffic circulation and delay for the following four traffic diversion scenarios associated with the closure of South Street at CO42 for the pedestrian underpass:

- 1. Existing Conditions (no change);
- 2. South Street Closed at CO42;
- 3. South Street Closed at CO42 and Spruce Street Right-in/Right-out at CO42; and
- 4. South Street Closed at CO42 and Business Access south of Short Street Right-in/Right-out at CO42.

Three different analyses will be conducted to answer the City's three core traffic impact questions. Traffic Operations at CO42 & Short Street Fehr & Peers will use Synchro traffic analysis software to analyze level of service (LOS) and 95th percentile queue lengths at the CO42 & Short Street intersection under each of the four scenarios during the AM and PM peak hour. Fehr & Peers will use existing traffic counts to develop diversion diagrams to estimate the peak hour turning movements for each scenario.

If impacts are found Fehr & Peers will work with the city to identify potential mitigations.

Impacts to Commercial Development Access

Fehr & Peers will collect and analyze video data from a vendor to estimate the volume of peak hour pass-by trips traveling on CO42 that stop at the commercial development on the west side of CO42 between Short Street and South Street. Pass-by trips will be defined as vehicle trips traveling south on CO42 that stop at the commercial development for less than 30 minutes and then continue south on CO42 or vehicle trips traveling north on CO42 that stop at the commercial development for less than 30 minutes and then continue north on CO42.

Fehr & Peers will use cameras positioned at each of the four study area intersections that will be positioned with enough granularity to identify vehicles and track them through each intersection to identify the number of pass-by trips. Pass-by trips will be estimated during the peak hours, from 8 AM – 10 AM and 4 PM – 6 PM on a weekday. Note, that due to the fact that it gets dark around 5 PM this time of year, video data will be collected from 3 PM – 6 PM and if is too dark to track vehicles after 5 PM, then the 3 PM – 5 PM hour will be used.

Some pass-by trips will exit and enter CO42 at the same intersection (Short Street or South Street), while others may use one intersection to exit and the other to enter back onto CO42. For any pass-by trip using

South Street, Fehr & Peers will estimate the impact of the closure of South Street on the likelihood of that trip occurring and suggest mitigations as applicable.

Travel Time Delay to Residents on Lee Avenue and Spruce Street

Fehr & Peers will estimate the change in travel time for residents on Lee Avenue and Spruce Street to and from CO42 under each scenario. We will use Google Maps to estimate change in travel time. Fehr & Peers will map and graphically show the change in travel time for each of the following four movements under each scenario:

- 1. From CO 42 north of Short Street;
- 2. From CO42 south of Spruce Street;
- 3. To CO42 north of Short Street; and
- 4. To CO42 south of Spruce Street.

Summary of Findings

Fehr & Peers will summarize data collection, methodology, analysis, and findings in a technical memorandum. The memo will consist of charts, tables, and maps to illustrate the analysis and findings. Fehr & Peers will provide a summary of potential impacts of each scenario on traffic circulation/access, and pedestrian/bicycle circulation as applicable. Fehr & Peers will suggest mitigations to impacts or additional recommendations depending on the findings. Fehr & Peers will discuss project findings, implications, and potential recommendations with city staff and the project team.

Deliverables

- Technical memorandum summarizing analysis, findings, and recommendations as applicable with charts, tables, and maps.
- Respond to and incorporate up to one round of resolved, consolidated comments into a final technical memorandum.
- Synchro reports under all scenarios.
- Traffic count data for all study intersections under all scenarios.

Task 2.C Floodplain Impact Study

Kimley-Horn will complete a floodplain impact study for the proposed storm improvements that will outfall into Coal Creek Drainageway A, which is a regulated FEMA floodplain (Zone AE). Kimley-Horn does not anticipate any fill being placed within the floodplain and that hydraulic modeling will not need to be completed for the proposed project to analyze the potential impacts to flooding. This task will consist of producing cross sections to show that the project is not producing fill in the floodplain. In addition, a "Statement of No Impact" will be provided stating that there is no fill with the regulatory floodplain, the project will not increase BFEs of the Coal Creek Drainageway A floodplain, and the project will not adversely impact adjacent properties. If it is determined that fill will be placed within the floodplain, a detailed hydraulic analysis will be required to analyze the impacts and show that there is no-rise created by the project. This is not included as part of this task but can be completed as an additional service.

Task 2.D Drainage

Kimley-Horn will take the 30% drainage design that has been completed and advance to 60%, 90%, Final, and Bid Set level design. Kimley-Horn will complete a detailed proposed conditions analysis for the drainage patterns to assist with preparing a final drainage analysis. This analysis will provide a detailed analysis for sizing of the selected drainage improvements from the 30% design efforts. This task will take the selected alternative to final design, which consists of detailed grading of the drainage improvements, completing drainage basin calculations for the 10-year and 100-years storm events utilizing the rational method, storm sewer design calculations utilizing StormCAD, and inlet calculations.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Drainage Report (60%, 90%, Final, Bid)

Task 2.E Irrigation Ditch Realignment

Kimley-Horn will prepare design calculations for the realignment of the open channel irrigation ditch along the east side of CO-42. This will consist of coordination with Boulder County, comprehensive design calculations alongside detailed construction documents. Kimley-Horn will finalize key alignments and hydraulic calculations, ensuring an efficient flow and optimal performance. This stage will also encompass a thorough assessment of environmental impacts and necessary regulatory compliance that will be completed the environmental team as part of Task 3.

Kimley-Horn will refine these calculations in the 90% design phase, integrating relevant construction details and specifications. The construction documents will provide clear guidelines for the execution of the realignment.

Additionally, Kimley-Horn will prepare SWMP plans for the ditch realignment which will consist of initial, interim, and final conditions along with a report on revegetation and seeding specifications.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Construction Documents (60%, 90%, Final, Bid Set)
- SWMP Plans and Report (60%, 90%, Final, Bid Set)

Task 3 Environmental Clearance

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will advance the environmental clearances in accordance with the National Environmental Policy Act (NEPA) clearances and associated permits and mitigation requirements as necessary for the project. The purpose of the Project is to complete environmental clearance and design to enable the City to construct the project improvements.

This Project consists of funding from Colorado Department of Transportation (CDOT); therefore, a National Environmental Policy Act (NEPA) study will be required. Based on an initial coordination meeting held December 20, 2024, with the City, the Project environmental clearance is to be a segment of independent utility and is anticipated to be a separate Categorical Exclusion (CatEx) from other improvements on the

CO 42 corridor. Pinyon will support the Project by completing technical studies as outlined in Attachment A.

Pinyon, in coordination with Kimley Horn, is under contract to support 60% design and identify ROW needs for the advancement of the City CO 42 corridor improvements segment (Pine Street to Paschal Drive) under a separate scope and fee. For the purpose of scoping, this proposal assumes will ultimately be independent design packages, requiring separate environmental clearances (note: environmental clearance documentation for the CO 42 corridor improvements project is provided under separate scopes of work). Should the projects be combined, scope and fee will need to be revisited.

Task 3.A General Project Management

Pinyon will complete general project management, contract administration, invoicing, etc. This task consists of attendance at up to three (3) project progress meetings (i.e., kick-off meeting, FIR and FOR), up to two (2) progress management team (PMT) meetings, and three (3) coordination meetings with CDOT Region 4 Environmental staff. The meetings will be attended virtually. Project duration is assumed to be up to eighteen (18) months.

Deliverables

- Monthly invoices
- Progress Reports

Task 3.B Air Quality

Based on project review, a conformity analysis will be required as the project location is in the Denver Metro/North Front Range ozone nonattainment area. Pinyon will document the conformity findings in an Air Quality Technical Memorandum that complies with CDOT's Air Quality Project-Level Analysis Guidance. This scope does not include a quantitative analysis for greenhouse gas (GHG) emissions as the project is not expected to be considered a "regionally significant transportation capacity project".

Deliverables

- Air Quality Technical memorandum

Task 3.C Noise

Based on project review, this is a Type III project, exempt from noise modeling. This will be documented in a Type III Noise Memorandum to file.

Deliverables

- Type III Noise Memorandum to File

Task 3.D Hazardous Materials

Pinyon will complete CDOT Form 881 and obtain an agency database (i.e., ERIS) review. The study area will be the project's limits of disturbance.

Pinyon will collect up to four (4) paint samples for lead-based paint analysis for project components anticipated to be disturbed (e.g., signal poles, concrete). Depending on the substrate, Pinyon will evaluate

the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. Iti s not anticipated that asbestos sampling will be required, as the project does not include demolition of any structures and suspect materials are not anticipated. No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).

Deliverables

- CDOT Form 881
- Lead Based Paint Samples and Results

Task 3.E Biological Resources

Field Work

The field survey will be completed by one Pinyon biologist in a one-day period. Field surveys for biological resources will be completed concurrently, as noted in the following subsections. Geographic Information System (GIS) data will be post-processed by a GIS specialist, and provided for incorporation into the project plans, and for impact analysis during advanced design, as applicable. GIS data will be projected in the local State Plane coordinate system.

Deliverables

- GIS Shapefiles

Wetlands/Waters of the US

Pinyon completed a high-level review of potential wetlands/waters of the U.S. (WOTUS) during 2022 and a delineation in 2023 in accordance with U.S. Army Corps of Engineer protocol. One potential WOTUS was identified in the vicinity of the proposed underpass; an open water on the east side of CO 42. It is assumed that there will be impacts to wetlands triggering the need for further permitting, FACWet, and a wetland finding report. Pinyon assumes that wetlands credits will be purchased from a wetland bank, meaning mitigation will be off site. Pinyon assumes that the work can be permitted under a notifying Nationwide Permit (NWP) 14; this requires demonstrated compliance with the National Historic Preservation Act and the Endangered Species Act that is being completed as part of this task order. Findings will also be documented in the Biological Resources Technical Memorandum (BRTM).

Deliverables

- Documented in BRTM
- Wetland Finding
- Preconstruction Notice for use of a NWP 14

Vegetation and Noxious Weeds

List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BRTM as well as applicable specifications.

It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.

Deliverables

- Documented in BRTM

Threatened and Endangered Species/Fish and Wildlife

Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife (CPW) guidelines. The results of the survey will be documented in the BRTM.

Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRTM. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.

Given the anticipated limited disturbance that will result from the project, Pinyon assumes that the impact assessment will reveal a *No Effect* to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is *May Affect, But Not Likely to Adversely Affect*, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary.

Deliverables

- Documented in BRTM

Task 3.F Historic Resources

Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE.

Based on the evaluation completed previously as part of the CO 42 corridor improvements project, there are potentially eligible historic resources (i.e., properties with structures 45 years or older) within the anticipated APE. These resources will be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). If more than three potential historic resources will be impacted by the Project (including temporary and permanent easements), this scope and fee should be revised as this scope consists of eligibility forms for up to three (3) resources.

Impacts to historic resources will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements, if needed. It is assumed that minor slivers of permanent right of way (ROW) needs to be acquired from a City-owned parcel. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and

historic Section 4(f) *de minimis* form(s). Pinyon will meet with CDOT Region 4 twice: once to review data gathered (i.e., OAHP, assessor's data, etc.) and to establish APE; and a second time to review initial eligibility determinations and anticipated effects (including in General Project Management task, above).

Assumptions:

- Any Right of Entry will be coordinated and provided by the Kimley Horn/City
- This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited, and additional fee will be required.
- Should more than three (3) resources for historic survey be identified, this scope will need to be revisited.

Deliverables

- APE Map
- Up to three (3) Architectural Inventory Forms
- Eligibility and Effects Letter
- Draft Section 4(f) De Minimis Letter (for CDOT to submit)

Task 3.G Non-historic Section 4(f) Resources

The Department of Transportation Act Section 4(f) regulation governs the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. As this project has an FHWA nexus, Section 4(f) will apply.

Impacts to recreational facilities will be refined during this stage of the project phase as design advances, including detailed information on acquisition of easements and/or ROW; however, preliminary review of the previous evaluation of the CO 42 corridor indicated the Project may impact Miners Field and/or the Louisville Sport Complex facilities. The enhanced multi-modal connectivity will improve access and connectivity, and is likely to result in an enhancement or temporary use exception as defined under Section 4(f) of the Department of Transportation Act. However, as there are anticipated ROW impacts to the Miners Field and/or the Louisville Sports Complex Facilities, a *de minimis* finding is expected and that requires publication notification of the change in use of that land from a recreational use to a transportation use. Pinyon will draft notices to be posted on the City's trails and recreation website as well as NextDoor. No public outreach other than these notifications is included in this scope and associated fee.

Deliverables

- OWJ Letter

Task 3.H Community Demographics

Although Executive Order 12898 has been rescinded, CDOT is in the process of issuing state-specific requirements to comply Colorado legislative requirements to assess human health or environmental effects of its programs, policies, and activities on minority, Limited English Proficiency (LEP), and disabled persons', and low-income populations. Pinyon assumes that this process will be similar to the DOT process previously implemented. During a preliminary review of the corridor during the Future 42 Study, Pinyon

utilized the EPA EJScreen Tool and identified none of the Block Groups within the Project has EJ populations.

For this task, Pinyon will comply with the yet-to-be released CDOT process; they expect to utilize the 2020 census data to identify the percent of minority, LEP, disabled person, and low-income populations in the tracts and blocks adjacent to the corridor with those of both Boulder County and the City. It is assumed that impacts, both beneficial and negative, will be borne by all populations equally, meaning that it is assumed that there will be no disproportionally high and adverse effects to low-income and/or minority populations. Findings will be documented in a memorandum.

Deliverables

- Environmental Justice Memorandum

Resources that CDOT will Complete Internally

It is understood that CDOT will complete Visual Impact Analysis (VIA), Section 6(f), Paleontology, and Archaeology resources internally based on the scope of the project and that there are no impacts. CDOT has directed that local agency projects are not required to complete comply with Senate Bill 40 (SB 40) as it is an agreement amongst state and federal agencies.

Task 4 Preliminary and Final Design

The Project Team will utilize the information gathered during Task 2 and Task 3 to advance the South Street Underpass conceptual design to preliminary 60% and 90% Final Office Review (FOR), Final, and Bid Set level plans, reports, Opinion of Probable Construction Costs (OPCC), and specifications. The submittals are anticipated to consist of preliminary design and plan preparation for improvements within the South Street Underpass influence area and along CO42 consistent with the South Street Underpass conceptual design provided in *Appendix A*. Improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and other improvements.

Task 4.A Design Plans, Specifications, and Estimates (PS&E)

The Project Team will prepare preliminary design documentation consisting of plans, specifications, OPCC, details, quantities, and reports necessary to develop a preliminary design. The plans will be prepared in accordance with CDOT and City standards.

Task 4.A.1 60%, 90% FOR, Final, and Bid Set PS&E

The 60%, 90% FOR, Final, and Bid Set PS&E are anticipated to consist of the following:

- Title Sheet (up to one (1) sheet);
- Standard Plans List (up to one (1) sheet);
- Abbreviations and Symbols (up to one (1) sheet);
- General Notes (up to one (1) sheet);
- Roadway Typical Sections (up to one (1) sheet);
- Underpass Typical Sections (up to two (2) sheets);
- Summary of Approximate Quantities (up to four (4) sheets);
- Quantity Tabulations (up to eight (8) sheets);

- Survey Control;
- Horizontal Control (up to three (3) sheets);
- Subsurface Utility Engineering (SUE) Plans;
- Removal Plans (up to three (3) sheets);
- Roadway Plans, Profiles, and Details (up to three (3) sheets);
- Roadway/Pedestrian Paving Plan and Details (up to three (3) sheets);
- Grading Plan (up to three (3) sheets);
- Grading Detail Sheets (up to six (6) sheets);
- Drainage, Water Quality, Storm Plan and Profiles, Outfall Plans and Details (up to sixteen (16) sheets);
- Water and Sanitary Plans, Profiles, and Details (up to five (5) sheets);
- Underpass Layout, Trail Plans, Profiles, and Details (up to three (3) sheets);
- Underpass General Information & SAQ sheets (up to one (1) sheet);
- Underpass General Layout Sheet (up to one (1) sheet);
- Underpass Typical Section and Detail Sheets (up to three (3) sheets);
- Headwall Detail Sheets (up to two (2) sheets);
- Wall General Information & SAQ sheets (up to one (1) sheet);
- Wall & Wingwall Sections & Details Sheets (up to six (6) sheets);
- Wall & Wingwall Plan & Elevation Sheets (up to ten (10) sheets);
- Railing Detail Sheets (up to two (2) sheets);
- Staircase Layout and Detail Sheets (up to one (1) sheet);
- Signing and Striping Plans (up to three (3) sheets);
- Landscape and Urban Design General/Summary Sheets (up to ten (10) sheets);
- Plant Protection and Removal Plans (up to two (2) sheets);
- Site Materials Plans (up to four (4) sheets);
- Site Layout (Horizontal Dimensioning) Plans (up to four (4) sheets);
- Site Details Sheet Layout, Keynote Coordination with Site Plan Sheets (up to ten (10) sheets);
- Site Soil Series (up to two (2) sheets);
- Tree Planting Plan (up to two (2) sheets);
- Shrub and Groundcover Plan (up to four (4) sheets);
- Site Planting Details (up to four (4) sheets);
- Irrigation Plans and Details (up to five (5) sheets);
- Lighting Plans and Details (up to four (4) sheets);
- Underpass Lighting Plans and Details (up to four (4) sheets);
- Electrical Plans and Details (up to four (4) sheets);
- Stormwater Management Plans (up to nine (9) sheets, each phase);
- Construction Phasing Plans (up to two (2) sheets);
- Maintenance of Traffic (MOT) Plans (up to three (3) sheets);
- Utility Plans and Matrix;
- Roadway Cross Sections (up to five (5) sheets);
- Specifications;
- OPCC;
- Drainage Report;
- Stormwater Management Report (2 reports);

- Traffic Report; and
- Utility Impact Report.

Roadway Paving, Grading, and Drainage Plans

Paving, grading, and drainage plans are anticipated to present the proposed civil improvements including roadway, intersection, driveway, sidewalk, curb ramps, and fences/railings with proposed grades and materials in support of the pedestrian underpass at South St & CO42. Pedestrian facilities are anticipated to be designed in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG).

Drainage

Kimley-Horn will coordinate with Cities of Louisville and Lafayette, CDOT, and Mile High Flood Control District staff and coordinate necessary maintenance agreements. Kimley-Horn will prepare a final drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative. This task will consist of detailed grading of the drainage swale improvements, producing storm plan and profile construction documents (up to nine (9) sheets), details (up to seven (7) sheets for grass lined swale, plan and profiles, and storm pipe outfall), drainage basin calculations utilizing rational method for the 10-year and 100-year storm events, storm sewer design and sizing calculations for the 10-year and 100-years storm events utilizing StormCAD, swale sizing calculations, pipe outfall design and calculations, existing and proposed drainage plans (up to ten (10) sheets), and final drainage report (up to one (1)).

Stormwater Management Plans

Erosion Control Plans are anticipated to present temporary Best Management Practices (“BMPs”) recommended for site construction in accordance with the City and CDOT requirements.

- Cover Sheet
  - This plan will consist of general project information and standard notes.
- Initial, Interim & Final Erosion Control Plans
  - These plans will indicate recommended initial, interim and final BMPs to be utilized to reduce stormwater pollutants anticipated with the construction of the proposed improvements. It is anticipated that the SWMP Plans will be produced at 40-scale and nine (9) sheets will be required to show the Site for each BMP phase.
- Seeding and mulching plan
  - The seeding and mulching plan will be prepared or reviewed by a CDOT Landscape Architect. The plan will consist of specifications.
- Erosion Control Details
  - These plans will consist of standard erosion control BMP details applicable to the plans.

The Stormwater Management Plan Report is anticipated to present construction Best Management Practices, construction sequencing and anticipated inspection schedules recommended for the proposed improvements for this Project. It is assumed the Contractor will be responsible for filing of necessary applications with the State for Construction Activities. Kimley-Horn is not responsible for any inspections of

the SWMP implementation nor filing of the CDPS construction activity permit (if the disturbed area is greater than 1 acre).

Structural

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete the design of the structural design for the CO42 underpass at South Street. Otak will also perform design, structural calculations and quantity calculations for the underpass and associated wingwalls (up to four (4) total), site walls (up to nine (9) total), staircases (up to one (1) total), railings (up to three (3) types), and guardrails. Initial design assumptions are the following:

- The underpass, wingwalls, site walls and staircases are based upon the RE: Land South Street Underpass – Preferred Site Plan dated June 12, 2025, provided in *Appendix A*. This plan outlines the location and alignment of the underpass and a total of nine (9) site walls.
- Otak will provide a structure plan, elevation and section for the underpass, including structural design of a custom headwall to accommodate vehicle crash loading. We assume that a custom design for the underpass structure will be NOT required; therefore, M&S standards will apply.
- Otak will provide wall sections, plan and elevations for up to 13 walls (assuming up to ten (10) sheets for walls at 1"=20').
- It is assumed that up to five (5) types of walls will be required. Special considerations will be required adjacent to the ballfield building and the Tebo Property; soldier pile or sheet pile walls likely to be required. Otak will collaborate with RE:Land on aesthetic detailing. It is assumed that up to two(2) unique aesthetic treatments will be required. Aesthetic treatments will be modest in complexity. We expect the primary walls to be Mechanically Stabilized Earth (MSE) walls with precast panel facing. Other site walls will be cast-in-place concrete with a formliner finish. Shorter site walls will be natural rock or cast-in-place concrete with concrete footings integral to the concrete flat-work.
- Otak will collaborate with RE:Land to provide railing details for up to three (3) different railing designs. Railing locations and post spacing will be shown in the associated wall or stair plan and elevation drawings.
- Otak will provide structural details for up to one (1) staircase sections assuming concrete on grade.
- Otak will provide longitudinal sections for the underpass showing construction phase lines, barriers, temporary lanes, and shoring assuming up to two (2) primary phases of construction.
- Structural design of ballfield bleachers or other structures within the ballfield are not included.

Water and Sanitary Plans, Profiles, and Details

These plans will consist of relocations, demolition, and proposed water and storm and sanitary utilities necessary for the construction of underpass improvements. We anticipate up to 750 linear feet of water lines and up to 500 linear feet of sanitary sewer. These plans will consist of plan and profile design, utility relocates, and corresponding details per the City of Louisville design and construction standards.

Urban Design, Landscape Architecture, Plans and Details

Kimley-Horn, through use of a qualified subconsultant, re:LAND, will complete urban design and landscape architecture, which will include site design and layout, planting design, site grading (in collaboration with Kimley-Horn), wall design (in collaboration with OTAK), site feature design/detailing/selection, lighting

design (in collaboration with Kimley-Horn), irrigation design (in collaboration with Kimley-Horn), and planting plans and details for the project improvements. In support of the project, re:LAND will prepare the sheets noted above.

Irrigation Plans and Details

Kimley-Horn will develop Irrigation Plans based on input from the Client and will adhere to jurisdictional landscape and irrigation ordinances. Innovative products and approaches will be implemented to achieve water-conservation goals, including sub-surface dripline if approved by the Client. Plan-development will require a review of available water-source information and will consist of Point-of-Connection (POC), backflow, head and drip layout, mainline and lateral line sizes and layout, sleeve sizes and location, valve sizes and location, controller type and location, hydraulic calculations, schedules, product details, and specifications (shown on the plans). The Client is to specify preferred irrigation equipment type (Toro, Hunter, Rain Bird, or other) prior to authorization of this task if a specific manufacturer is required.

Lighting and Electrical Plans and Details

Kimley-Horn will prepare pedestrian scale lighting and electrical plans within the Project Limits. Photometric analysis will be performed to meet the CDOT and City of Louisville Roadway Design and Construction standards. A photometric exhibit for pedestrian scale lighting and fixture cut sheets will be provided. Photometric analysis of street lighting exterior to the project and 3D renderings are excluded from this task.

The electrical design plans will consist of layout plans and electrical details for the pedestrian lighting fixtures, string lighting system, underpass lighting, future communication devices and receptacles. The conduit layout, pull box layout, cable feeds to the different circuits, and pedestal service size requirements are to be provided in the design details. Circuit size, conduit fill, infrastructure installations, and voltage drop calculations will be designed to NEC requirements and City of Louisville standards. Structural calculations for one (1) nonstandard light pole base for string lighting is a part of this task.

Construction Phasing Plans

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete construction phasing plans for the project improvements. It is anticipated that up to two (2) phases will be required.

Maintenance of Traffic Plans

Kimley-Horn will prepare Maintenance of Traffic (MOT) Plans for the project improvements based on the Construction Phasing noted above. MOT plans will be provided for up to two (2) phases, assuming a single lane in each direction and no additional bike lanes or pedestrian accommodations within the roadway section. It is assumed that detour pavement will be provided for up to one (1) phase on the east side of CO42. It is assumed that up to two (2) temporary signal modifications will be required for each phase of the MOT. Temporary traffic signal modifications are anticipated to be completed with modifications to the existing span wire traffic signal at CO42 & Pine St and with the installation of up to two (2) span wire segments at the intersection of CO42 & Short St for each phase of

Utility Plans and Matrix

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare utility plans depicting existing utilities, relevant proposed project elements, utility ID Nos. corresponding to utility matrix, and conceptual relocations as determined through design development and the utility coordination meetings. The Utility Matrix is anticipated to follow CDOT standard format.

Project Specifications

Kimley-Horn will prepare preliminary project specifications in accordance with CDOT standards. This consists of the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the City of Louisville Roadway Design and Construction Specifications. Any unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision.

Quantities and Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will provide a 60%, 90% FOR, Final, and Bid Set OPCC. Kimley-Horn will also estimate the appropriate construction timing and schedule. All estimates and/or opinion of probable construction costs will be submitted with each review based acceptable standards.

Kimley-Horn will calculate plan quantities as part of the OPCC (with appropriate level of detail to progress) and plan development process. Consistent with the OPCC breakout, Kimley-Horn will also prepare tabulations and Summary of Approximate Quantities sheets to be provided in the construction plan set. Pay item numbers will be consistent with CDOT standard pay items and units of measure (or with City standard pay item if developed in alignment with this project's schedule). Combination of work items will not be completed in an effort to minimize the number of pay items other than what is acceptable to transportation industry standards. Pay items proposed as a lump sum unit of measure will be discussed with City project manager prior to submittal for review. Kimley-Horn will also provide a summary of earthwork, drainage, and signage tabulations in the plan set with approximate stationing and offset as appropriate. Unit prices will be based on the CDOT Construction Cost Index and current City pricing information from recent similar construction projects.

Design Review

The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 60% PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 90% FOR PS&E and reports and prepare final PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the final PS&E and reports and prepare a Bid Set/Final Construction Document package for submittal. An electronic PDF of the Bid Set Construction Document Package including plans, specifications and a cost estimate will be submitted to the City for advertisement.

Quality Control/Quality Assurance (QA/QC) Plan, Process, and Implementation

Kimley-Horn and the Project Team will complete QA/QC reviews for the accuracy and completeness of plans, reports, and design documents prepared as part of the project.

Kimley-Horn will prepare a quality control plan to establish a QA/QC procedure for the project. The plan is anticipated to consist of the following:

- Identification of key personnel and definition of specific responsibilities;
- QA/QC technical review process;
- Checking procedures;
- QA/QC requirement training program; and
- Process to monitor and document quality control activities.

Task 4.B Right-of-Way Plans

Kimley-Horn, through use of a qualified subconsultant, 105 West, will prepare ROW Plans and Legal Descriptions for up to one (1) permanent easement acquisition needed to facilitate the ROW identified during the project.

Meetings/Mobilization, Coordination

105 West will attend meetings with the appropriate agencies. 105 West anticipates attending up to two (2) project team meetings with Kimley-Horn (KH), City of Louisville (COL) and/or CDOT Personnel. As part of this task 105 West will develop work plans, mobilize staff, and will update the Consultant Manager relative to the survey team's progress or any concerns.

Right-of-Way Plans

105 West will prepare right-of-way plans for the Tebo Parcel (Parcel Number 157508167002). The final right-of-way plans will be in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a Right-of-Way Plan Review (ROWPR). In addition, 105 West will prepare up to one (1) written legal description in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a final approved set of ROW plans to be used for plan authorization. Title commitments will be provided by Western States Land Services as a part of Task 1.B.7. This proposal does not include separate legal descriptions and exhibits for the subject parcel. All real estate transactions are assumed to go through CDOT's Local Agency process utilizing the ROW plans as the mechanism for which to do so.

Appraisal Staking

105 West will provide temporary field staking to delineate the geometry for the subject parcel. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

Task 4.C Reports

Drainage Report

Kimley-Horn will prepare one (1) final drainage report which will describe existing and proposed drainage patterns, drainage criteria, proposed design improvements, existing and proposed drainage basin delineations, storm conveyance sizing calculations, proposed water quality calculations, and proposed outfall design calculations. See Task 4.E for additional details.

Traffic Report

Kimley-Horn, through use of a qualified subconsultant, Fehr & Peers will complete a traffic impact analysis, see Task 2.B.

Utility Impact Report

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare a utility impact report. This report is anticipated to outline utility coordination activities to date, relocations identified and anticipated cost and schedule implications to the project. The report is also anticipated to provide documentation of pertinent information including Reports and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Task 4.D Coordination of Design

The Project Team will coordinate design as needed with the City's designated project management team as outlined in Task 1. The design will be prepared in compliance with applicable Federal, state, local, and City requirements.

Utility Coordination

Kimley-Horn, through use of a qualified subconsultant, Triunity, will coordinate with the Project Team, City, and utility companies during the design of this project. Utility coordination is anticipated to consist of the preparation of utility plans and matrix as outlined in Task 4.A. Triunity will also prepare a utility impact report as outlined in Task 4.C Additionally, utility coordination is anticipated to consist of the following:

- Coordination of potential utility conflicts between existing utilities and proposed improvements with the Project Team and utility owners;
- Identification of design modifications that will minimize impacts to utilities where possible;
- Identification of utility owner operating rights and cost responsibilities;
- Up to four (4) meetings each with up to ten (10) utility companies and jurisdictions as required to discuss project scope, utility conflicts, and mitigation strategies; including development of agendas, facilitation of meetings, and preparation of meeting minutes;
- Obtaining copies of existing easements, license agreements, and relocation agreements from utility companies as applicable and providing to the City;
- Conducting coordination/comment resolutions meetings with utility owners after milestone submittal;
- Preparation of draft utility specifications for the 60%, 90% FOR, Final, and Bid Set submittals, which shall carefully detail the contractor's responsibilities and the utilities' responsibilities;

- Obtaining estimates of probable cost for any utility relocations that are a cost to the project; and
- Incorporation of utility mitigation/relocation schematics for up to sixty (60) utility conflicts into the submittal packages.

Task 4.E Floodplain Development Permit

Kimley-Horn will prepare the City's Floodplain Development Permit per the City of Louisville Floodplain Code for the proposed outfall improvements to Coal Creek Drainageway A. The documentation that will be completed in Task 2.D will be provided in the floodplain development permit application to provide backup documentation for the work being completed within the FEMA regulated floodplain.

Task 4 Deliverables

- Completed Floodplain Development Permit

Task 5 Additional Services

As authorized in writing by the City of Louisville's Project Manager, Kimley-Horn will coordinate, support and perform further services or assignments as needed and requested by the City for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services may consist of unforeseen and currently unidentified scope of services which may consist of additional agency coordination meetings, environmental clearance and permit efforts, post-design services and RFI efforts beyond what stipulated in the current scope of services.

Due to the unknown nature of these services, we have assumed up to six hundred and three (603) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to complete the design and with the goal of completing the final design phase based on a mutually agreed upon.

Fee

The attached work plan shows Kimley-Horn's estimated labor effort to complete these tasks. Kimley-Horn will provide the services described within the Scope of Services for a fee of **$1,549,852.00** for Tasks 1-5 as shown in the attachment following this letter Proposal. The total estimated expenses are **$37,530.48**. The total for all tasks and expenses is **$1,587,382.48**.

Direct reimbursable expenses as required for the Project such as plan reproduction for deliverables and mileage will be billed. An estimated fee for reimbursable expenses has been provided.

Closure

We appreciate the opportunity to provide these services to you and are excited to work again with the City of Louisville on this project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Matt Ciarkowski, PE
Project Manager

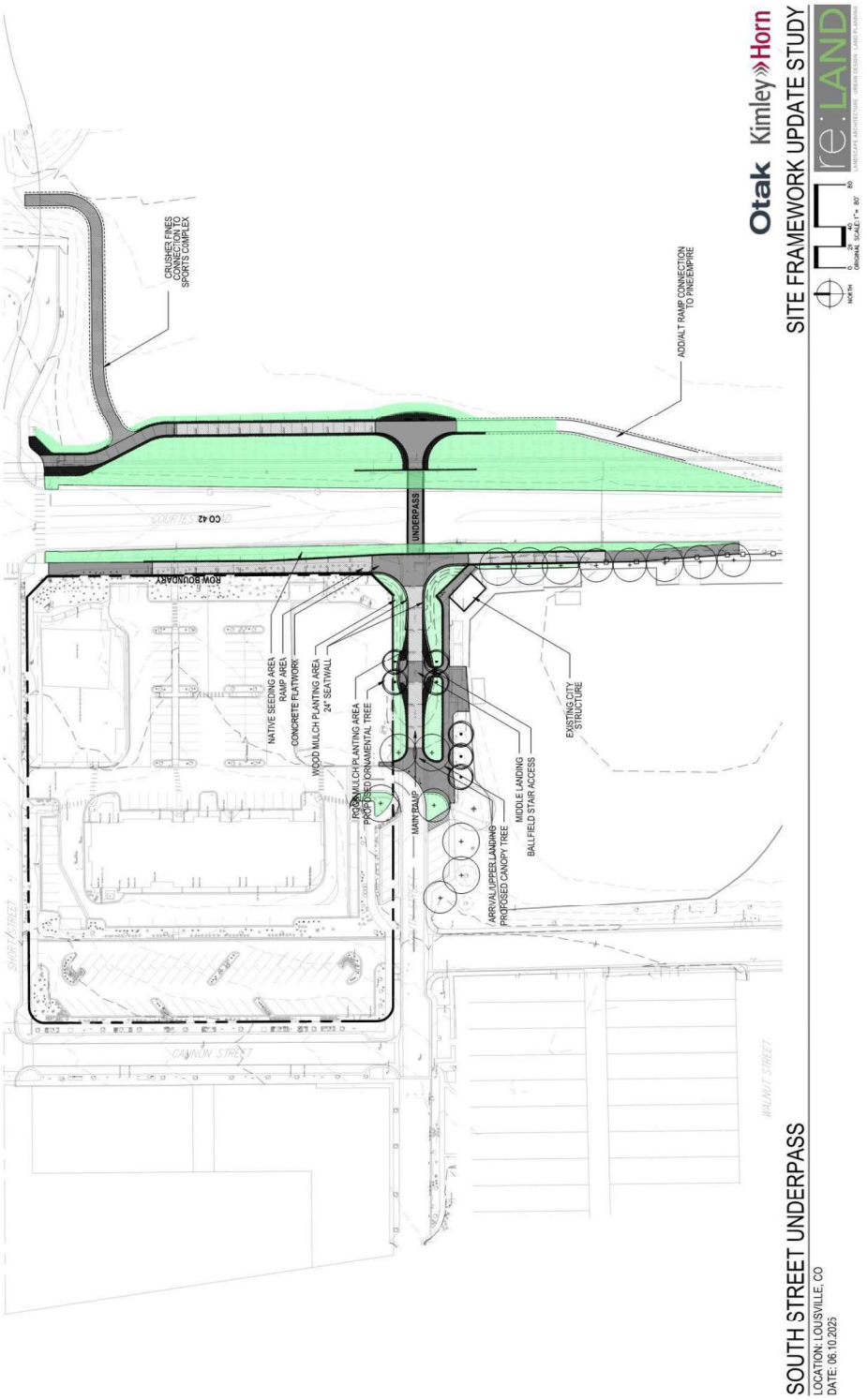
By: Anthony Pratt, PLA, ENV SP
Associate

MP 68

Appendix

- A – South Street Underpass Conceptual Design (6/10/25)
- B – FHWA Form 1273

A – SOUTH STREET UNDERPASS CONCEPTUAL DESIGN (6/10/25)



B – FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

Total Labor Fee	$ 1,549,852.00
Total Expense Fee	$ 37,530.48
Total Contract Amount (Not to Exceed)	$ 1,587,382.48

Kimley-Horn and Associates, Inc.

Item	Task	Sr. Engineer III/ Sr. Professional III: PIC, QA/QC	Sr. Engineer III/ Sr. Professional III: Wet Utility Design Lead	Sr. Engineer II/ Sr. Professional II: Project Manager	Sr. Engineer I/ Sr. Professional I: Deputy Project Manager/ Civil Design Manager	Sr. Engineer I/ Sr. Professional I: MM Design Lead/ Stakeholder Coordination Lead	Sr. Engineer I/ Sr. Professional I: Drainage Design Lead	Sr. Engineer I/ Sr. Professional I: Lighting/Electrical Design Lead	Sr. Engineer I/ Sr. Professional I: Irrigation Design Lead	Engineer/ Professional	Analyst III	Analyst II	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.	
		$ 310.00	$ 310.00	$ 290.00	$ 270.00	$ 270.00	$ 270.00	$ 270.00	$ 270.00	$ 235.00	$ 205.00	$ 185.00	$ 170.00	$ 240.00	$ 210.00	$ 145.00	$ 115.50	
	Rate	$ 290.00	$ 290.00	$ 270.00	$ 255.00	$ 255.00	$ 255.00	$ 255.00	$ 255.00	$ 225.00	$ 195.00	$ 175.00	$ 160.00	$ 230.00	$ 200.00	$ 140.00	$ 110.00	
	Hours	98.0	78.0	428.0	203.5	10.0	243.5	121.0	50.0	875.0	517.0	954.0	79.0	5.0	103.5	24.0	-	
	Estimated Total	$ 28,420.00	$ 22,620.00	$ 115,560.00	$ 51,892.50	$ 2,550.00	$ 62,092.50	$ 30,855.00	$ 12,750.00	$ 196,875.00	$ 100,815.00	$ 166,950.00	$ 12,640.00	$ 1,150.00	$ 20,700.00	$ 3,360.00	$ -	
	Estimated Total by Firm						$											829,230.00
1	**General Services and Project Management**																	
1.A	Project Management																	
	Project Management and Oversight	26.0		104.0												24.0		
1.B	Project Coordination/Meetings								5.0									
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)	1.0		2.0			1.0		1.0	1.0								
1.B.2	Progress Meetings																	
	Weekly Project Team Meetings (up to twenty (20))	5.0	5.0	20.0	5.0	5.0	10.0	5.0	5.0	20.0				5.0				
	Monthly PMT Meetings (up to ten (10))	5.0	2.0	20.0	2.0	2.0	5.0	2.0	2.0	20.0								
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))	5.0		20.0					2.0	5.0								
1.B.3	Stakeholder Meetings (up to five (5))	2.0		10.0						2.0								
1.B.4	Agency and Stakeholder Coordination (up to five (5))	2.0		10.0						2.0								
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))	4.0	1.0	8.0	1.0	1.0	4.0	1.0	1.0	4.0								
1.B.6	CDOT File Keeping and Requests for Reimbursement			8.0														
1.B.7	Permanent Easement Acquisition Support Services			8.0						8.0								
1.B.8	Alternative Delivery Evaluation	20.0		30.0														
		70.0	8.0	240.0	8.0	8.0	20.0	8.0	16.0	62.0	-	-	-	5.0	-	24.0	-	
		$ 20,300.00	$ 2,320.00	$ 54,800.00	$ 2,040.00	$ 2,040.00	$ 5,100.00	$ 2,040.00	$ 4,080.00	$ 13,950.00	$ -	$ -	$ -	$ 1,150.00	$ -	$ 3,360.00	$ -	
2	**Data Collection**																	
2.A	Utility Locates and Subsurface Utility Engineering (SUE)																	
	SUE Quality Level B, C, & D			2.0						4.0						8.0		
	Geophysical Investigation "Designation"																	
	Professional Services																	
	SUE Quality Level A (up to twenty-five (25) test holes)									4.0						8.0		
2.B	Traffic			2.0		2.0												
	Data Collection																	
	Analysis																	
	Technical Memorandum																	
2.C	Floodplain Impact Study						5.0			25.0								
2.D	Drainage			2.0			15.0			40.0		30.0						
2.E	Irrigation Ditch Realignment		30.0	10.0			100.0				275.0							
		-	30.0	16.0	-	2.0	120.0	-	-	73.0	275.0	30.0	-	-	16.0	-	-	
		$ -	$ 8,700.00	$ 4,320.00	$ -	$ 510.00	$ 30,600.00	$ -	$ -	$ 16,425.00	$ 53,625.00	$ 5,250.00	$ -	$ -	$ 3,200.00	$ -	$ -	
3	**Environmental Clearance**																	
3.A	General Project Management	5.0		15.0														
3.B	Air Quality																	
3.C	Noise																	
3.D	Hazardous Materials																	
3.E	Biological Resources																	
	Field Work																	
	Wetlands/Waters of the US																	
	Vegetation and Noxious Weeds																	
	Threatened and Endangered Species																	
3.H	Historic Resources																	
3.I	Non-historic Section 4(f)																	
3.J	Community Demographics																	
		5	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	
		$ 1,450.00	$ -	$ 4,050.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

		Kimley-Horn and Associates, Inc.															
		Sr. Engineer III/ Sr. Professional III		Sr. Engineer I/ Sr. Professional II	Sr. Engineer I/ Sr. Professional I												
Item	Task	PIC, QA/QC	Wet Utility Design Lead	Project Manager	Deputy Project Manager/ Civil Design Manager	MM Design Lead/ Stakeholder Coordination Lead	Drainage Design Lead	Lighting/Electrical Design Lead	Irrigation Design Lead	Engineer/ Professional	Analyst III	Analyst II	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.
4	**Preliminary and Design**																
4.A	Design Plans, Specifications, and Estimates (PS&E)																
4.A.1	60% FIR, 90% FOR, and Final PS&E																
	60% FIR																
	Front End Documents									4.0		8.0					
	Roadway Typical Sections									6.0		12.0					
	Underpass Typical Sections																
	Summary of Approximate Quantities				4.0					8.0		16.0					
	Quantity Tabulations				4.0					12.0		24.0					
	Survey Control									1.0		1.0					
	Horizontal Control			2.0	1.5					3.0		12.0					
	SUE Plans									2.0		2.0					
	Removal Plans									12.0		30.0					
	Roadway Plans, Profiles, and Details			2.0	6.0					18.0		36.0			8.0		
	Roadway Paving Plan and Details			2.0	6.0					9.0		15.0			3.0		
	Grading Plan			2.0	6.0					36.0		30.0			6.0		
	Grading Detail Sheets			2.0	6.0					54.0		36.0			18.0		
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans			2.0			15.0			40.0		75.0					
	Water, Sanitary, and Storm Plans, Profiles, and Details		20.0	2.0						50.0		60.0					
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details			2.0	1.0					2.0		4.0			1.0		
	Underpass Typical Sections, Flared Details, Headwal Details			2.0						1.0		1.0					
	Wall/Wingwall Plans, Elevations, Sections, and Details			2.0						1.0		1.0					
	Railing Details			2.0						1.0		1.0					
	Misc. Structure Details									1.0		1.0					
	Signing and Striping Plans									9.0		24.0					
	Landscape Layout, Material Plans, and Details			2.0						1.0		1.0					
	Planting Plans and Details			2.0						1.0		1.0					
	Irrigation Plans and Details			2.0					9.0		5.(	-	27.0				
	Lighting Plans and Details			2.0				16.0			55.(						
	Underpass Lighting Plans and Details			2.0				16.0			55.(						
	Electrical Lighting Plans and Details			2.0				16.0			52.(						
	Stormwater Management Plans, Reports (2)						10.0			30.0		60.0					
	Construction Phasing Plans			2.0						1.0		1.0					
	Maintenance of Traffic Plans			2.0	9.0					18.0		45.0					
	Maintenance of Traffic Plans - Shoofly			4.0	15.0					36.0		90.0			12.0		
	Utility Plans and Matrix			2.0						10.0							
	Roadway Cross Sections			2.0	5.0					5.0		10.0					
	Specifications			4.0	4.0		4.0	4.0	4.0	30.0							
	QPCC			2.0	4.0		4.0	4.0	4.0	12.0		8.0			4.0		
	QA/QC	4.0	4.0	16.0	16.0		10.0	12.0	4.0	20.0					6.0		
	90% FOR																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total												40.0				
	90% Plan Development	-	6.0	15.0	20.0	-	9.0	16.0	4.0	121.0	50.(	179.0	8.0	-	14.0	-	-
	QA/QC	4.0	4.0	16.0	16.0	-	10.0	12.0	4.0	20.0	-	-	-	-	6.0	-	-
	Final																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	2.0	5.0	7.0	-	3.0	5.0	1.0	40.0	17.(	60.0	3.0	-	5.0	-	-
	Final PS&E Development																
	QA/QC	2.0	2.0	8.0	8.0	-	5.0	6.0	2.0	10.0	-	-	-	-	3.0	-	-
	Bid Set																
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	1.0	3.0	3.0	-	1.0	3.0	1.0	20.0	8.(	30.0	1.0	-	2.0	-	-
	Bid Set PS&E Development																
	QA/QC	1.0	1.0	4.0	4.0	-	2.5	3.0	1.0	5.0	-	-	-	-	1.5	-	-
4.B	ROW Plans																
	Plans			4.0													
4.C	Preliminary Reports																
	Traffic Report	1.0		2.0													
	Utility Impact Report	1.0		2.0													
4.D	Coordination of Design																
	Utility Coordination			5.0						20.0							
4.E	Floodplain Development Permit						5.0			20.0							
		13	40	132	145.5	0	78.5	113	34	690	242	874	79	0	87.5	0	0
		$ 3,770.00	$ 11,600.00	$ 35,640.00	$ 37,102.50	$ -	$ 20,017.50	$ 28,815.00	$ 8,670.00	$ 155,250.00	$ 47,190.0(	$ 152,950.00	$ 12,640.00	$ -	$ 17,500.00	$ -	$ -
5	**Additional Services**																
	Additional Services	10.0		25.0	50.0		25.0			50.0		50.0					
		10	0	25	50	0	25	0	0	50	0	50	0	0	0	0	0
		$ 2,900.00	$ -	$ 6,750.00	$ 12,750.00	$ -	$ 6,375.00	$ -	$ -	$ 11,250.00	$ -	$ 8,750.00	$ -	$ -	$ -	$ -	$ -
EXP	**Reimbursable Expenses**																
	Reimbursable Expenses																
	Total Labor Fee						$										829,230.00
	Total Expense Fee						$										-
	Total Contract Amount (Not to Exceed)																-

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

Item	Task	Fehr & Peers				Otak						RE:Land	
		Principal	Senior Associate	Planner/Engineer	Admin	Structural PM	Structural E	Structural Detailer	Civil Eng Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer
	Rate	$ 320.00	$ 265.00	$ 170.00	$ 140.00	$ 214.00	$ 116.00	$ 183.00	$ 142.00	$ 151.00	$ 265.00	$ 210.00	$ 150.00
	Hours	3.0	18.0	62.0	6.0	422.0	260.0	328.0	228.0	24.0	238.0	638.0	776.6
	Estimated Total	$ 960.00	$ 4,770.00	$ 10,540.00	$ 840.00	$ 90,308.00	$ 30,160.00	$ 60,024.00	$ 32,376.00	$ 3,624.00	$ 63,070.00	$ 133,980.00	$ 116,490.00
	Estimated Total by Firm	$			17,110.00	$					279,562.00	$	250,470.00
1	**General Services and Project Management**												
1.A	Project Management												
	Project Management and Oversight					20.0				16.0	40.0	20.0	
1.B	Project Coordination/Meetings												
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)					2.0			2.0		4.0	3.0	
1.B.2	Progress Meetings												
	Weekly Project Team Meetings (up to twenty (20))					30.0			30.0		40.0	30.0	
	Monthly PMT Meetings (up to ten (10))										10.0	15.0	
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))											35.0	20.0
1.B.3	Stakeholder Meetings (up to five (5))										6.0	30.0	10.0
1.B.4	Agency and Stakeholder Coordination (up to five (5))										6.0	10.0	10.0
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))					16.0			4.0		16.0	12.0	
1.B.6	CDOT File Keeping and Requests for Reimbursement												
1.B.7	Permanent Easement Acquisition Support Services											4.0	
1.B.8	Alternative Delivery Evaluation											6.0	
		-	-	-	-	68.0	-	-	36.0	16.0	122.0	165.0	40.0
		$ -	$ -	$ -	$ -	$ 14,552.00	$ -	$ -	$ 5,112.00	$ 2,416.00	$ 32,330.00	$ 34,650.00	$ 6,000.00
2	**Data Collection**												
2.A	Utility Locates and Subsurface Utility Engineering (SUE)											8.0	
	SUE Quality Level B, C, & D												
	Geophysical Investigation "Designation"												
	Professional Services												
	SUE Quality Level A (up to twenty-five (25) test holes)												
2.B	Traffic												
	Data Collection		2.0	2.0									
	Analysis	2.0	8.0	48.0	4.0								
	Techincal Memorandum	1.0	8.0	12.0	2.0								
2.C	Floodplain Impact Study												
2.D	Drainage												
2.E	Irrigation Ditch Realignment												
		3.0	18.0	62.0	6.0	-	-	-	-	-	-	8.0	-
		$ 960.00	$ 4,770.00	$ 10,540.00	$ 840.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,680.00	$ -
3	**Environmental Clearance**												
3.A	General Project Management											8.0	
3.B	Air Quality												
3.C	Noise												
3.D	Hazardous Materials												
3.E	Biological Resources												
	Field Work												
	Wetlands/Waters of the US												
	Vegetation and Noxious Weeds												
	Threatened and Endangered Species												
3.H	Historic Resources												
3.I	Non-historic Section 4(f)												
3.J	Community Demographics												
		-	0	0	0	-	0	0	0	0	0	8.0	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,680.00	$ -

		Fehr & Peers				Otak						RE:Land	
Item	Task	Principal	Senior Associate	Planner/Engineer	Admin	Structural PM	Structural E	Structural Detailer	Civil Eng Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer
4	**Preliminary and Design**												
4.A	Design Plans, Specifications, and Estimates (PS&E)												
4.A.1	60% FIR, 90% FOR, and Final PS&E												
	60% FIR											245.0	422.0
	Front End Documents										2.0		
	Roadway Typical Sections												
	Underpass Typical Sections					2.0		4.0			2.0		
	Summary of Approximate Quantities					6.0	12.0	8.0	16.0				
	Quantity Tabulations												
	Survey Control												
	Horizontal Control								4.0				
	SUE Plans								16.0				
	Removal Plans												
	Roadway Plans, Profiles, and Details												
	Roadway Paving Plan and Details												
	Grading Plan												
	Grading Detail Sheets												
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans												
	Water, Sanitary, and Storm Plans, Profiles, and Details												
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details					4.0		8.0			2.0		
	Underpass Typical Sections, Flared Details, Headwall Details					12.0	12.0	20.0			2.0		
	Wall/Wingwall Plans, Elevations, Sections, and Details					8.0	24.0	64.0	64.0		4.0		
	Railing Details					4.0	16.0	24.0			2.0		
	Misc. Structure Details					2.0	4.0	8.0			2.0		
	Signing and Striping Plans												
	Landscape Layout, Material Plans, and Details												
	Planting Plans and Details												
	Irrigation Plans and Details												
	Lighting Plans and Details												
	Underpass Lighting Plans and Details												
	Electrical Lighting Plans and Details												
	Stormwater Management Plans, Reports (2)												
	Construction Phasing Plans					8.0		12.0			2.0		
	Maintenance of Traffic Plans												
	Maintenance of Traffic Plans - Shoofly												
	Utility Plans and Matrix												
	Roadway Cross Sections												
	Specifications					12.0					4.0		
	OPCC					4.0					4.0		
	QA/QC					16.0				4.0	14.0		
	90% FOR												
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					8.0					4.0	8.0	8.0
	90% Plan Development					60.0	80.0	100.0	40.0		16.0	90.0	180.0
	QA/QC					16.0				4.0	20.0	16.0	16.0
	Final												
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					40.0	24.0	40.0	24.0		12.0	8.0	8.0
	Final PS&E Development					92.0	68.0					16.0	32.0
	QA/QC					20.0		12.0			16.0	16.0	
	Bid Set												
	Response to up to one (1) round of City and CDOT comments, up to two (2) total					12.0					4.0		
	Bid Set PS&E Development					20.0	20.0	24.0	12.0				
	QA/QC					8.0		4.0			4.0		
4.B	ROW Plans												
	Plans												
4.C	Preliminary Reports												
	Traffic Report												
	Utility Impact Report												
4.D	Coordination of Design												
	Utility Coordination												
4.E	Floodplain Development Permit												
		0	0	0	0	354	260	328	192	8	116	399	666
		$ -	$ -	$ -	$ -	$ 75,756.00	$ 30,160.00	$ 60,024.00	$ 27,264.00	$ 1,208.00	$ 30,740.00	$ 83,790.00	$ 99,900.00
5	**Additional Services**												
	Additional Services											58.0	70.6
		0	0	0	0	0	0	0	0	0	0	58	70.6
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,180.00	$ 10,590.00
EXP	**Reimbursable Expenses**												
	Reimbursable Expenses	$			3,290.00	$					200.00	$	15,000.00
	Total Labor Fee	$			17,110.00	$					279,562.00	$	250,470.00
	Total Expense Fee	$			3,290.00	$					200.00	$	15,000.00
	Total Contract Amount (Not to Exceed)												

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

Item	Task	Pinyon Environmental												
		Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cutural Resource Specialist III
	Rate	$ 130.00	$ 180.00	$ 110.00	$ 285.00	$ 200.00	$ 125.00	$ 135.00	$ 155.00	$ 155.00	$ 145.00	$ 200.00	$ 145.00	$ 180.00
	Hours	2.0	15.0	12.0	69.0	8.0	20.0	25.0	25.0	14.0	40.0	4.0	65.0	10.0
	Estimated Total	$ 260.00	$ 2,700.00	$ 1,320.00	$ 19,665.00	$ 1,600.00	$ 2,500.00	$ 3,375.00	$ 3,875.00	$ 2,170.00	$ 5,800.00	$ 800.00	$ 9,425.00	$ 1,800.00
	Estimated Total by Firm				$									55,290.00
1	**General Services and Project Management**													
1.A	Project Management													
	Project Management and Oversight													
1.B	Project Coordination/Meetings													
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)													
1.B.2	Progress Meetings													
	Weekly Project Team Meetings (up to twenty (20))													
	Monthly PMT Meetings (up to ten (10))													
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))													
1.B.3	Stakeholder Meetings (up to five (5))													
1.B.4	Agency and Stakeholder Coordination (up to five (5))													
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))													
1.B.6	CDOT File Keeping and Requests for Reimburserrent													
1.B.7	Permanent Easement Acquisition Support Services													
1.B.8	Alternative Delivery Evaluation													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	**Data Collection**													
2.A	Utility Locates and Subsurface Utility Engineering (SUE)													
	SUE Quality Level B, C, & D													
	Geophysical Investigation "Designation"													
	Professional Services													
	SUE Quality Level A (up to twenty-five (25) test holes)													
2.B	Traffic													
	Data Collection													
	Analysis													
	Techincal Memorandum													
2.C	Floodplain Impact Study													
2.D	Drainage													
2.E	Irrigation Ditch Realignment													
		-	-	-	-	-	-	-	-	-	-	-	-	-
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	**Environmental Clearance**													
3.A	General Project Management	2.0		12.0	50.0									
3.B	Air Quality				2.0	2.0	10.0							
3.C	Noise				2.0	6.0	10.0							
3.D	Hazardous Materials				2.0				25.0	2.0				
3.E	Biological Resources				4.0					4.0	40.0	4.0		
	Field Work													
	Wetlands/Waters of the US													
	Vegetation and Noxious Weeds													
	Threatened and Endangered Species													
3.H	Historic Resources				2.0					4.0			65.0	10.0
3.I	Non-historic Section 4(f)		15.0		3.0									
3.J	Community Demographics				4.0			25.0		4.0				
		2.0	15	12	69	8	20	25	25	14	40	4	65	10
		$ 260.00	$ 2,700.00	$ 1,320.00	$ 19,665.00	$ 1,600.00	$ 2,500.00	$ 3,375.00	$ 3,875.00	$ 2,170.00	$ 5,800.00	$ 800.00	$ 9,425.00	$ 1,800.00

		Pinyon Environmental												
Item	Task	Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cutural Resource Specialist III
4	**Preliminary and Design**													
4.A	Design Plans, Specifications, and Estimates (PS&E)													
4.A.1	60% FIR, 90% FOR, and Final PS&E													
	60% FIR													
	Front End Documents													
	Roadway Typical Sections													
	Underpass Typical Sections													
	Summary of Approximate Quantities													
	Quantity Tabulations													
	Survey Control													
	Horizontal Control													
	SUE Plans													
	Removal Plans													
	Roadway Plans, Profiles, and Details													
	Roadway Paving Plan and Details													
	Grading Plan													
	Grading Detail Sheets													
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans													
	Water, Sanitary, and Storm Plans, Profiles, and Details													
	Underpass Layout, Trail Plans, Profiles, Dranage, and Details													
	Underpass Typical Sections, Flared Details, Headwall Details													
	Wall/Wingwall Plans, Elevations, Sections, and Details													
	Railing Details													
	Misc. Structure Details													
	Signing and Striping Plans													
	Landscape Layout, Material Plans, and Details													
	Planting Plans and Details													
	Irrigation Plans and Details													
	Lighting Plans and Details													
	Underpass Lighting Plans and Details													
	Electrical Lighting Plans and Details													
	Stormwater Management Plans, Reports (2)													
	Construction Phasing Plans													
	Maintenance of Traffic Plans													
	Maintenance of Traffic Plans - Shoofly													
	Utility Plans and Matrix													
	Roadway Cross Sections													
	Specifications													
	OPCC													
	QA/QC													
	90% FOR													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	90% Plan Development													
	QA/QC													
	Final													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	Final PS&E Development													
	QA/QC													
	Bid Set													
	Response to up to one (1) round of City and CDOT comments, up to two (2) total													
	Bid Set PS&E Development													
	QA/QC													
4.B	ROW Plans													
	Plans													
4.C	Preliminary Reports													
	Traffic Report													
	Utility Impact Report													
4.D	Coordination of Design													
	Utility Coordination													
4.E	Floodplain Development Permit													
		0	0	0	0	0	0	0	0	0	0	0	0	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	**Additional Services**													
	Additional Services													
		0	0	0	0	0	0	0	0	0	0	0	0	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXP	**Reimbursable Expenses**													
	Reimbursable Expenses				$									992.48
	Total Labor Fee				$									55,290.00
	Total Expense Fee				$									992.48
	Total Contract Amount (Not to Exceed)													

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

Item	Task	Triunity							Western States	
		Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical
	Rate	$ 260.00	$ 215.00	$ 200.00	$ 170.00	$ 125.00	$ 115.00	$ 100.00	$ 115.00	$ 80.00
	Hours	4.0	156.0	-	-	152.0	-	16.0	70.0	10.0
	Estimated Total	$ 1,040.00	$ 33,540.00	$ -	$ -	$ 19,000.00	$ -	$ 1600.00	$ 8,050.00	$ 800.00
	Estimated Total by Firm	$						55180.00	$	8,850.00
1	**General Services and Project Management**									
1.A	Project Management		22.0			4.0		14.0		
	Project Management and Oversight									
1.B	Project Coordination/Meetings									
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)									
1.B.2	Progress Meetings									
	Weekly Project Team Meetings (up to twenty (20))									
	Monthly PMT Meetings (up to ten (10))									
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))									
1.B.3	Stakeholder Meetings (up to five (5))									
1.B.4	Agency and Stakeholder Coordination (up to five (5))									
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))									
1.B.6	CDOT File Keeping and Requests for Reimbursement									
1.B.7	Permanent Easement Acquisition Support Services								70.0	10.0
1.B.8	Alternative Delivery Evaluation									
		-	22.0	-	-	4.0	-	14.0	70.0	10.0
		$ -	$ 4,730.00	$ -	$ -	$ 500.00	$ -	$ 1400.00	$ 8,050.00	$ 800.00
2	**Data Collection**									
2.A	Utility Locates and Subsurface Utility Engineering (SUE)									
	SUE Quality Level B, C, & D									
	Geophysical Investigation "Designation"									
	Professional Services									
	SUE Quality Level A (up to twenty-five (25) test holes)									
2.B	Traffic									
	Data Collection									
	Analysis									
	Techincal Memorandum									
2.C	Floodplain Impact Study									
2.D	Drainage									
2.E	Irrigation Ditch Realignment									
		-	-	-	-	-	-	-	-	-
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	**Environmental Clearance**									
3.A	General Project Management									
3.B	Air Quality									
3.C	Noise									
3.D	Hazardous Materials									
3.E	Biological Resources									
	Field Work									
	Wetlands/Waters of the US									
	Vegetation and Noxious Weeds									
	Threatened and Endangered Species									
3.H	Historic Resources									
3.I	Non-historic Section 4(f)									
3.J	Community Demographics									
		-	0	0	0	0	0	0	-	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Kimley-Horn and Associates, Inc.
Printed: 8/6/2025

Item	Task	Triunity							Western States	
		Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical
4	**Preliminary and Design**									
4.A	Design Plans, Specifications, and Estimates (PS&E)									
4.A.1	60% FIR, 90% FOR, and Final PS&E									
	60% FIR									
	Front End Documents									
	Roadway Typical Sections									
	Underpass Typical Sections									
	Summary of Approximate Quantities									
	Quantity Tabulations									
	Survey Control									
	Horizontal Control									
	SUE Plans									
	Removal Plans									
	Roadway Plans, Profiles, and Details									
	Roadway Paving Plan and Details									
	Grading Plan									
	Grading Detail Sheets									
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans									
	Water, Sanitary, and Storm Plans, Profiles, and Details									
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details									
	Underpass Typical Sections, Flared Details, Headwall Details									
	Wall/Wingwall Plans, Elevations. Sections, and Details									
	Railing Details									
	Misc. Structure Details									
	Signing and Striping Plans									
	Landscape Layout, Material Plans, and Details									
	Planting Plans and Details									
	Irrigation Plans and Details									
	Lighting Plans and Details									
	Underpass Lighting Plans and Details									
	Electrical Lighting Plans and Details									
	Stormwater Management Plans, Reports (2)									
	Construction Phasing Plans									
	Maintenance of Traffic Plans									
	Maintenance of Traffic Plans - Shoofly									
	Utility Plans and Matrix	1.0	50.0			52.0		2.0		
	Roadway Cross Sections									
	Specifications									
	OPCC									
	QA/QC									
	90% FOR									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	90% Plan Development	1.0	42.0			52.0				
	QA/QC									
	Final									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	Final PS&E Development									
	QA/QC									
	Bid Set									
	Response to up to one (1) round of City and CDOT comments, up to two (2) total									
	Bid Set PS&E Development	2.0	42.0			44.0				
	QA/QC									
4.B	ROW Plans									
	Plans									
4.C	Preliminary Reports									
	Traffic Report									
	Utility Impact Report									
4.D	Coordination of Design									
	Utility Coordination									
4.E	Floodplain Development Permit									
		4	134	0	0	148	0	2	0	0
		$ 1,040.00	$ 28,810.00	$ -	$ -	$ 18,500.00	$ -	$ 200.00	$ -	$ -
5	**Additional Services**									
	Additional Services									
		0	0	0	0	0	0	0	0	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXP	**Reimbursable Expenses**									
	Reimbursable Expenses								$	10,750.00

Item	Task	Triunity							Western States	
		Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical
	Total Labor Fee	$						55180.00	$	8,850.00
	Total Expense Fee	$						-	$	10,750.00
	Total Contract Amount (Not to Exceed)									

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, July 24, 2025

Item	Task	T2ue										105 West							Totals
		Professional Engineer	Project Manager	SUE Manager	Assistant Project Manager/ EIT	CADD Technician	Administration	Designating (2-Man Crew)	QLA Test Hole (Each)	Survey of Test Hole (Each)	Asphalt or Concrete Coring (Each)	Director of Surveying/Mapping	Survey Manager	Project Surveyor	Survey Technician	Party Chief	Instrument Operator	GPS/Robotic (1-Man)	
	Rate	$ 205.00	$ 170.00	$ 165.00	$ 125.00	$ 120.00	$ 100.00	$ 285.00	$ 1,000.00	$ 100.00	$ 200.00	$ 180.00	$ 175.00	$ 160.00	$ 130.00	$ 120.00	$ 90.00	$ 175.01	
	Hours	6.0	14.0	5.0	3.0	14.0	4.0	17.0	25.0	25.0	15.0	7.0	11.0	10.0	28.0	10.0	10.0	8.1	
	Estimated Total	$ 1,230.00	$ 2,380.00	$ 825.00	$ 375.00	$ 1,680.00	$ 400.00	$ 4,845.00	$ 25,000.00	$ 2,500.00	$ 3,000.00	$ 1,260.00	$ 1,925.00	$ 1,600.00	$ 3,640.00	$ 1,200.00	$ 900.00	$ 1,400.01	
	Estimated Total by Firm			$							42,235.00	$						11,925.01	
1	**General Services and Project Management**																		
1.A	Project Management																		40.00
	Project Management and Oversight																		250.00
1.B	Project Coordination/Meetings																		5.00
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)																		17.00
1.B.2	Progress Meetings																		-
	Weekly Project Team Meetings (up to twenty (20))																		215.00
	Monthly PMT Meetings (up to ten (10))																		85.00
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))																		87.00
1.B.3	Stakeholder Meetings (up to five (5))																		60.00
1.B.4	Agency and Stakeholder Coordination (up to five (5))																		40.00
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))																		73.00
1.B.6	CDOT File Keeping and Requests for Reimbursement																		8.00
1.B.7	Permanent Easement Acquisition Support Services																		100.00
1.B.8	Alternative Delivery Evaluation																		56.00
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,096.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	231,720.00
2	**Data Collection**																		
2.A	Utility Locates and Subsurface Utility Engineering (SUE)																		8.00
	SUE Quality Level B, C, & D																		14.00
	Geophysical Investigation "Designation"							17.0											17.00
	Professional Services	6.0	14.0	5.0	3.0	14.0	4.0												46.00
	SUE Quality Level A (up to twenty-five (25) test holes)								25.0	25.0	15.0								77.00
2.B	Traffic																		4.00
	Data Collection																		4.00
	Analysis																		62.00
	Technical Memorandum																		23.00
2.C	Floodplain Impact Study																		30.00
2.D	Drainage																		87.00
2.E	Irrigation Ditch Realignment																		415.00
		6.0	14.0	5.0	3.0	14.0	4.0	17.0	25.0	25.0	15.0	-	-	-	-	-	-	-	787.00
		$ 1,230.00	$ 2,380.00	$ 825.00	$ 375.00	$ 1,680.00	$ 400.00	$ 4,845.00	$ 25,000.00	$ 2,500.00	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	183,655.00
3	**Environmental Clearance**																		
3.A	General Project Management																		92.00
3.B	Air Quality																		14.00
3.C	Noise																		18.00
3.D	Hazardous Materials																		29.00
3.E	Biological Resources																		52.00
	Field Work																		-
	Wetlands/Waters of the US																		-
	Vegetation and Noxious Weeds																		-
	Threatened and Endangered Species																		-
3.H	Historic Resources																		81.00
3.I	Non-historic Section 4(f)																		18.00
3.J	Community Demographics																		33.00
		-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	0	337.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	62,470.00

Item	Task	T2ue										105 West							Totals
		Professional Engineer	Project Manager	SUE Manager	Assistant Project Manager/ EIT	CADD Technician	Administration	Designating (2-Man Crew)	QLA Test Hole (Each)	Survey of Test Hole (Each)	Asphalt or Concrete Coring (Each)	Director of Surveying/Mapping	Survey Manager	Project Surveyor	Survey Technician	Party Chief	Instrument Operator	GPS/Robotic (1-Man)	
4	**Preliminary and Design**																		
4.A	Design Plans, Specifications, and Estimates (PS&E)																		-
4.A.1	60% FIR, 90% FOR, and Final PS&E																		-
	60% FIR																		667.00
	Front End Documents																		14.00
	Roadway Typical Sections																		18.00
	Underpass Typical Sections																		8.00
	Summary of Approximate Quantities																		70.00
	Quantity Tabulations																		40.00
	Survey Control																		2.00
	Horizontal Control																		22.50
	SUE Plans																		20.00
	Removal Plans																		42.00
	Roadway Plans, Profiles, and Details																		88.00
	Roadway Paving Plan and Details																		35.00
	Grading Plan																		80.00
	Grading Detail Sheets																		116.00
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans																		132.00
	Water, Sanitary, and Storm Plans, Profiles, and Details																		132.00
	Underpass Layout, Trail Plans, Profiles, Drainage, and Detals																		24.00
	Underpass Typical Sections, Flared Details, Headwall Details																		50.00
	Wall/Wingwall Plans, Elevations, Sections, and Details																		168.00
	Railing Details																		50.00
	Misc. Structure Details																		18.00
	Signing and Striping Plans																		33.00
	Landscape Layout, Material Plans, and Details																		4.00
	Planting Plans and Details																		4.00
	Irrigation Plans and Details																		43.00
	Lighting Plans and Details																		73.00
	Underpass Lighting Plans and Details																		73.00
	Electrical Lighting Plans and Details																		70.00
	Stormwater Management Plans, Reports (2)																		100.00
	Construction Phasing Plans																		26.00
	Maintenance of Traffic Plans																		74.00
	Maintenance of Traffic Plans - Shoofly																		157.00
	Utility Plans and Matrix																		117.00
	Roadway Cross Sections																		22.00
	Specifications																		66.00
	OPCC																		50.00
	QA/QC																		142.00
	90% FOR																		
	Response to up to one (1) round of City and CDOT commerts, up to two (2) total																		68.00
	90% Plan Development																		1,103.00
	QA/QC																		164.00
	Final																		-
	Response to up to one (1) round of City and CDOT commerts, up to two (2) total																		304.00
	Final PS&E Development																		208.00
	QA/QC																		110.00
	Bid Set																		-
	Response to up to one (1) round of City and CDOT commerts, up to two (2) total																		89.00
	Bid Set PS&E Development																		164.00
	QA/QC																		39.00
4.B	ROW Plans																		
	Plans											7.0	11.0	10.0	28.0	10.0	10.0	8.0	88.00
4.C	Preliminary Reports																		-
	Traffic Report																		3.00
	Utility Impact Raport																		3.00
4.D	Coordination of Design																		
	Utility Coordination																		25.00
4.E	Floodplain Development Permit																		25.00
		0	0	0	0	0	0	0	0	0.0	0	7	11	10	28	10	10	8	5,223.50
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,260.00	$ 1,925.00	$ 1,600.00	$ 3,640.00	$ 1,200.00	$ 900.00	$ 1,400.00	1,000,462.00
5	**Additional Services**																		
	Additional Services																		338.60
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	338.60
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	71,545.00
EXP	**Reimbursable Expenses**																		
	Reimbursable Expenses			$							7,298.00								37,530.48
	Total Labor Fee			$							42,235.00	$						11,925.04	1,549,852.00
	Total Expense Fee			$							7,298.00	$						-	37,530.48
	Total Contract Amount (Not to Exceed)																		**$ 1,587,382.48**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Kimley-Horn and Associates, Inc.** a North Carolina corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing Professional Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates the City Engineer as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.

5.2 The Consultant designates Matt Ciarkowski, P.E. as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.

8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

8.3 Notwithstanding the foregoing, if the Consultant is providing architectural, engineering, surveying or other design

services under this Agreement, the extent of the Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section may be determined only after the Consultant'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).

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**

10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

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

If to the Consultant:

Kimley-Horn and Associates, Inc.
1125 17th Street, Suite 1400
Denver, CO 80202
Telephone: (303) 228-2300

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

(The remainder of this page intentionally left blank)

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____

Attest:_____
Genny Kline, Deputy City Clerk

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
A North Carolina Corporation

By: Anthony Pratt, PLA , ENV SP

Title: Associate

MP 68

Exhibit A – Scope of Services

Kimley»Horn

Exhibit 'A'

August 28, 2025

Mr. Cameron Fowlkes, PE, CFM
City of Louisville
749 Main Street
Louisville, CO 80027

RE: ***South Street Underpass Final Design Scope of Work***

Dear Mr. Fowlkes,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee proposal to the City of Louisville (the "City") for providing civil engineering services to prepare final design plans for the pedestrian underpass at the intersection of South Street & CO42 ("South Street Underpass" or "Project").

Project Understanding

Kimley-Horn understands that the City desires conceptual design, final design, engineering, construction plan preparation, property acquisition, and utility coordination services for the South Street Underpass Project. The intent of the project is to prepare design and construction documents for a pedestrian underpass within the South Street influence area. The pedestrian underpass is anticipated to be located within the Delo Plaza subdivision (Parcel Number 157508167002, Boulder County Account Number R0606777) and may include improvements and may include along of South Street from Lee Avenue to CO42 and along CO42 from Short St to approximately the southern limits of Miner's Field (the "Project Limits") It is understood that the exact alignment and project improvements will be determined as a part of Task 4 Conceptual (30%) Design.

Proposed improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and associated improvements.

Scope of Services

Task 1 General Services and Project Management

Task 1.A Project Management

Project Management and Oversight

Kimley-Horn and the Project Team will provide project management and oversight for the project. This task is intended to capture the effort for the project management and administration necessary for this project, consisting of subconsultant management, invoicing, progress reports, schedule maintenance, document of control, etc.

Task 1.B Project Coordination/Meetings

Kimley-Horn will coordinate with the City and Consultant Team to establish and engage the Project Management Team (PMT) for the project and develop a list of agencies and Stakeholders. Kimley-Horn will

coordinate, prepare for and attend meetings with the PMT, Stakeholders, and the public as outlined in the following tasks.

Task 1.B.1 Initial Meetings

Kickoff Meeting

Kimley-Horn will prepare for, coordinate, and attend up to one (1) two-hour virtual Kickoff Meeting. This meeting is anticipated to consist of up to five (5) Kimley-Horn team members, subconsultants (the "Project Team"), City staff (including Public Works, Planning, and Parks), CDOT staff including the City's local agency coordinator at CDOT, Boulder County, City of Lafayette, and others as required.

Task 1.B.2 Progress Meetings

Project Team Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual meetings with the Project Team (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, and to prepare for upcoming PMT, Stakeholder, and other meetings.

Project Management Team (PMT) Meetings

Kimley-Horn will prepare for, coordinate, and attend monthly virtual meetings with the PMT (up to ten (10) one-hour meetings). The purpose of these meetings will be to review the tasks completed, the tasks planned, discuss the schedule and make key decisions. These meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:

- Activities required to be completed since the last meeting;
- Problems encountered and effectiveness of previous meeting;
- Activities required to be completed by the next meeting;
- Solutions proposed for unresolved and anticipated issues; and
- Coordination and Information or items required from other agencies and Stakeholders.

The PMT is anticipated to consist of City decision-making staff, CDOT, and Project Team members as needed. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each PMT Meeting.

Project Manager Check-in Meetings

Kimley-Horn will prepare for, coordinate, and attend bi-weekly virtual City/Consultant Project Manager Coordination Meetings (up to twenty (20) one-hour meetings). The purpose of these meetings will be to review project status and coordinate on action items.

Task 1.B.3 Stakeholder Meetings

Kimley-Horn will prepare for, coordinate, and attend up to eight (8) meetings with the Stakeholders to obtain input on project elements and the preferred design approach. This task includes up to two (2) one-hour in-person meetings and up to six (6) one-hour virtual meetings. Kimley-Horn will prepare meeting agendas consisting of an action item tracking list and meeting minutes for each Stakeholder Meeting. Stakeholder

Meetings are anticipated to consist of City staff, property owners, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.4 Agency and Stakeholder Coordination

Kimley-Horn will prepare for, coordinate, and attend up to seven (7) one-hour virtual independent coordination meetings with affected agencies and Stakeholders. It is anticipated that these meetings will consist of City staff, City of Lafayette staff, Boulder County staff (Parks, Transportation, and Engineering), CDOT staff, FHWA, Denver Regional Council of Governments (DRCOG), Colorado Parks and Wildlife, other potential permitting authority agencies, businesses, residents, consultant PM, and Project Team members, as needed.

Task 1.B.5 Design Review, and Issue and/or Comment Resolution Meetings

Kimley-Horn will prepare for, coordinate, and attend design review, and issue and/or virtual comment resolution meetings (up to four (4) one-hour meetings) with City, agencies, or other Stakeholder reviewers and/or decision-makers as needed to present designs and/or issues, and to seek resolution of comments and issues. It is anticipated that these meetings will consist of City staff, consultant PM, and Project Team members, as needed. It is anticipated that these meetings will consist of the following types/intervals:

- Screening Criteria;
- City Council Meetings;
- Design development meetings;
- Maintenance agency/entity reviews;
- Pre-submittal Meetings;
- Utility Coordination Meetings; and
- ROW acquisition meetings.

Task 1.B.6 CDOT File Keeping and Requests for Reimbursement

Kimley-Horn will track time and invoices and prepare documentation in accordance with CDOT and Federal Aid requirements. Kimley-Horn will assist in preparation of up to two (2) requests for reimbursements (RFRs).

Task 1.B.7 Property Acquisition

It is understood that in support of the project, up to one (1) parcel will need to be acquired. It is understood that federal funding is being administered and therefore acquisition efforts must comply with the Uniform Act and CDOT policies. It is understood that relocation assistance will not be required.

Kimley-Horn, through use of a qualified subconsultant, Western States Land Services (WSLS) will assist with the City's acquisition of up to one (1) parcel.

Meetings and General Coordination/Research

WSLS will meet with the appropriate Project Team and City representatives to assist with the various coordination efforts and design review. WSLS will also meet with the affected landowners to discuss the status of acquisition and to develop responses to landowner questions or feedback.

Title

Western States will order one title commitment through a title company for up to one (1) parcel.

Valuation

A third-party appraisal and appraisal review for up to one (1) parcel is provided in the scope because the property interest will be higher than $25,000.

Preparation of Documentation

WSLS will draft the initial Notice of Interest Letter and an Offer to Purchase letter that meet CDOT standards. WSLS will use the CDOT MOA and standard City conveyance forms that will be filled out by our staff and reviewed by the City prior to issuance.

Negotiations

Prior to starting the appraisal WSLS will issue the NOI letters and attempt to meet with the landowner and the appraiser(s) to review the property. After the appraisal(s) are completed and a FMV is approved by the City, WSLS will present an Offer on behalf of the City. Once the Offer has been issued, WSLS will discuss the compensation being offered and obtain initial feedback. Throughout negotiations, WSLS will maintain current communication with the City and Project Team regarding the status of the negotiations and any issues that may arise. If determined that a voluntary settlement is unable to be negotiated, WSLS will discuss remaining options with the Project Team.

Closings

Once an agreement is reached, the final documentation will be forwarded to the City for review and approval. Upon acceptance of the executed Agreement WSLS will coordinate the closing through the title company. If the City would like to obtain title insurance, they can purchase this directly from the title company.

Condemnation

If it is determined that eminent domain is necessary, WSLS will be available to provide testimony as to their good faith negotiations at an IP hearing. All acquisition efforts will meet and exceed the statutory requirements for good faith negotiations.

Right of Way Clearance

Once the property has been acquired and closed WSLS will submit complete files to CDOT requesting ROW Clearance. Once clearance is received WSLS will consider their efforts to be complete.

Task 1.B.8 Alternative Delivery Method Evaluation

It is understood that the City desires to consider an Alternative Project Delivery Method (e.g. Design-Build, Construction Manager/General Contractor) for the project and evaluate the benefits in comparison to traditional Design-Bid Build. Kimley-Horn will support the City in consideration and evaluation of delivery methods for the project. This task is anticipated to consist of coordination with the City, CDOT, and FHWA

to define the process required for the evaluation and working with CDOT for preparation of a Project Delivery Selection Matrix and attendance of a Project Delivery Selection Workshop.

Due to the unknown nature of these services, we have assumed up to fifty (50) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Task 1 Assumptions:

- Up to one (1) virtual two-hour Kickoff Meeting
- Up to twenty (20) virtual one-hour PMT Meetings
- Up to twenty (20) virtual one-hour bi-weekly City/Consultant PM Coordination Meetings
- Up to two (2) one-hour in-person Stakeholder Meetings
- Up to six (6) one-hour virtual Stakeholder Meetings
- Up to seven (7) virtual one-hour Agency/Stakeholder Meetings
- Up to four (4) virtual one-hour Design Review and Issue and/or Comment Resolution Meetings
- Website to be hosted and managed by City of Louisville
- Up to one (1) ROW acquisition

Task 1 Deliverables

- Meeting Agendas, Minutes, Materials
- Monthly Progress Reports in CDOT format
- Property Acquisition of up to one (1) fee parcel. City will pay for closing costs and title insurance.
- Up to one (1) Title Commitment
- Up to one (1) Eminent Domain Appraisal
- Up to one (1) Appraisal Review

Task 2 Data Collection

Task 2.A Utility Locates and Subsurface Utility Engineering (SUE)

Kimley-Horn, through use of a qualified subconsultant, T2UE Utility Engineers (T2ue), will complete utility locates and Quality Level A (QLA) and Quality Level B (QLB) Subsurface Utility Engineering (SUE) investigation as outlined below.

T2ue will conduct utility investigations meeting the requirements of ASCE 38-22, C.R.S. 9-1.5-103. The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation. T2ue will conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2ue will complete the following tasks.

Records Research

T2ue will submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project. T2ue will request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility

Owner officials and authorities. T2ue will compile a list of all utility companies contacted for information and note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

T2ue will utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utility type or ownership that cannot be confirmed by the field investigation will be termed "unknown". T2ue will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes. If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.

Survey

T2ue will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2ue for their use if available. In the absence of direction from the client or a control diagram, T2ue will choose a Local Coordinate System based on either local or NAVD88 vertical datum. T2ue will prepare a survey as depicted within the Project Limits. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:

- The alignment of non-visible underground utilities based upon the survey of surface designations (markings) as performed by T2ue.
- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves, and fire hydrants.
- The location of each main, pipe, conduit line, and other structures will be indicated based upon safely observable evidence.
- Sanitary and Storm Sewers: Rim and invert elevations and/or flow of all manholes, inlets and catch basins.
- Water Mains: location of all valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals, and transformers.
- Other visible utility surface features.
- The alignment of non-visible underground utilities based upon the survey of surface markings by an underground utility locating service or utility companies.
- The Horizontal datum will be based upon Colorado State Plane North coordinates.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).

Utility Depictions Per ASCE/UESI/CI 38-22 Standard

T2ue field crews will use tablets or laptops to field sketch line work and structures while conducting the investigation process. This sketch will consist of notes from the investigation. The field sketch will be provided to the survey team to ensure all field marks are accurately collected. Information will be reviewed in the office to ensure the data collected is accurate. The surveyed data will be reconciled with the utility records and other supporting information, and each utility segment is assigned a Quality Level by a Colorado PE in responsible charge of the investigation.

QA/QC

T2ue will generate and review permits and Maintenance of Traffic plans. T2ue will review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities. T2ue will consolidate and draft the collected field information in a SUE deliverable.

Review Findings

T2ue will assist in the evaluation of utilities and make recommendations for potential major utility conflicts.

Quality Level A (QLA)

T2ue will perform Quality Level A test holes as outlined below to determine the location and depth of the existing utility lines. T2ue will use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation will be conducted by means of air or hydro vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2ue will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

Documentation

Deliverables produced from the Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in AutoCAD format.
- Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports will consist of project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected as a part of the QLA investigation will then be incorporated into the existing utility drawing.
- A utility contact list to consist of the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

- A SUE Report signed and sealed by a Professional Engineer is excluded but can be provided at an additional out-of-scope cost to the Client.

QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2ue cannot guarantee that they will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will consist of water, electricity, and natural gas. Telephone and CATV services are excluded but can be performed at an additional out-of-scope cost to the Client.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole. T2ue will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded.
- The removal of Colorado 811 paint marks or designation marks is excluded.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope as it will be performed by Triunity.
- T2ue will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Up to three (3) days of Traffic Control Flag men have been provided in the estimate for QLB designating and survey of designations.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.

QLA Investigation Assumptions, Exclusions, and Stipulations

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at $250/test hole report.

- If test holes are proposed over multiple utilities with the intent of exposing multiple utilities within one test hole (pothole), T2UEwill invoice the Client at a per test hole rate multiplied by the number of target utilities that were proposed and exposed.
- The Client will have test hole locations determined prior to the commencement of T2ue's services. If the parameters of the QLA investigation change after T2ue has initiated QLA services, T2ue will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2ue.
- If the vacuum excavation truck utilized by T2ue for test holes (potholes) is used, this truck employs an air-lance system and is not hydro-based. As a cost-saving measure on this project, native backfill compacted in six-inch lifts and cold patch is recommended to restore test holes, if permissible. It is assumed that all holes will follow this restoration method, and that slurry and hot patch are not provided as part of this proposal but can be performed at an additional out-of-scope cost to the Client.
- T2ue will perform fifteen (15) concrete or asphalt cores. If additional concrete or asphalt coring is required, they will be completed under the reimbursable section for $200 per hole.
- If the dimensions of a utility necessitate a test hole diameter exceeding 18 inches, an additional test hole will be billed as a reimbursable expense.
- The standard price for test holes consists of excavation to a depth of six feet. For every foot of depth over six feet, an additional $95/foot will be billed as a reimbursable expense. If a test hole is on a QLC or QLD utility line, T2ue will excavate to a maximum depth of six feet unless directed otherwise by the Client.
- T2ue will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2ue will provide up to four (4) days of traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.
- Traffic Control Flag men have not been included in the estimate for QLA test holes.

SUE Limits

T2ue will complete a QLB SUE investigation within the limits highlighted in green in Figure 1 below. It is understood that information collected as part of the CO42 Design and ROW project in October 2023 will be used in preparation of the QLB SUE plans. The QLA investigation will consist of up to twenty-five (25) test holes.

Figure 1 – SUE Limits

Deliverables

- SUE Plans
- Test Hole Data Reports

Task 2.B Floodplain Impact Study

Kimley-Horn will complete a floodplain impact study for the proposed storm improvements that will outfall into Coal Creek Drainageway A, which is a regulated FEMA floodplain (Zone AE). Kimley-Horn does not anticipate any fill being placed within the floodplain and that hydraulic modeling will not need to be completed for the proposed project to analyze the potential impacts to flooding. This task will consist of producing cross sections to show that the project is not producing fill in the floodplain. In addition, a "Statement of No Impact" will be provided stating that there is no fill with the regulatory floodplain, the project will not increase BFEs of the Coal Creek Drainageway A floodplain, and the project will not adversely impact adjacent properties. If it is determined that fill will be placed within the floodplain, a detailed hydraulic analysis will be required to analyze the impacts and show that there is no-rise created by the project. This is not included as part of this task but can be completed as an additional service.

Task 2.C Drainage

Kimley-Horn will take the 30% drainage design that has been completed and advance to 60%, 90%, Final, and Bid Set level design. Kimley-Horn will complete a detailed proposed conditions analysis for the drainage patterns to assist with preparing a final drainage analysis. This analysis will provide a detailed analysis for sizing of the selected drainage improvements from the 30% design efforts. This task will take the selected alternative to final design, which consists of detailed grading of the drainage improvements, completing drainage basin calculations for the 10-year and 100-years storm events utilizing the rational method, storm sewer design calculations utilizing StormCAD, and inlet calculations.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Drainage Report (60%, 90%, Final, Bid)

Task 2.D Irrigation Ditch Realignment

Kimley-Horn will prepare design calculations for the realignment of the open channel irrigation ditch along the east side of CO-42. This will consist of coordination with Boulder County, comprehensive design calculations alongside detailed construction documents. Kimley-Horn will finalize key alignments and hydraulic calculations, ensuring an efficient flow and optimal performance. This stage will also encompass a thorough assessment of environmental impacts and necessary regulatory compliance that will be completed the environmental team as part of Task 4.

Kimley-Horn will refine these calculations in the 90% design phase, integrating relevant construction details and specifications. The construction documents will provide clear guidelines for the execution of the realignment.

Additionally, Kimley-Horn will prepare SWMP plans for the ditch realignment which will consist of initial, interim, and final conditions along with a report on revegetation and seeding specifications.

See Task 4.A.1, Design Review, for submittal and review details.

Deliverables

- Construction Documents (60%, 90%, Final, Bid Set)
- SWMP Plans and Report (60%, 90%, Final, Bid Set)

Task 3 Framework and Conceptual Design

Kimley-Horn, RE:Land, and Otak will complete an alternatives analysis to determine the preferred alignment and associated improvements of the pedestrian underpass for up to three (3) alternatives. These alternatives will be prepared to provide the desired grade-separated pedestrian crossing of CO42 while maintaining an access to the Delo subdivision from CO42 south of Short Street, making use of the privately owned parcel north of South St. The team will consider previously completed analysis and design considerations to inform the Alternatives Analysis.

Task 3.A Framework (15%) Plans

Based on the City's goals, requirements, and criteria, The Team will complete a Conceptual Sketch Plan to study circulation and scope extents for up to three (3) alternatives. The Team will meet with the City to review and select up to two (2) alternatives to be advanced to Framework (15%) Plans for review and selection with the City and for stakeholder approval. The Framework (15%) Plans are anticipated to consist of the following:

- Site Programming + Land Use Areas Development;
- Land Use + Open Space Metrics;
- Preliminary Circulation + Parking Development;
- Preliminary Walls, Hardscape Materials + Planting Zones Diagram; and
- Preliminary Plan Overview Report.

Order of magnitude costs will be considered at the Framework Plan level. A detailed Engineer's Opinion of Probable Construction Costs (EOPCC) will not be prepared at the Framework Plan level.

The Team will meet with the City to review and select up to one (1) alternative to be advanced to a Preferred Conceptual (30%) Design.

Task 3.B Conceptual (30%) Design

Kimley-Horn, RE:Land, and Otak will develop a Conceptual (30%) Design for the preferred alternative identified in Task 3.A. This plan is anticipated to consist of the following. The team will develop a design model and base map in preparation of the Conceptual (30%) design. Formal construction drawings will not be completed as a part of this task.

- Preferred Site Program
- Plan Overview Report
- Preferred Site Plan Package
  - Illustrated Site Plan
  - Schematic Circulation Diagram
  - Schematic Grading and Drainage Diagram
  - Schematic Hardscape and Specialty Features Diagram
  - Schematic Lighting Diagram
  - Schematic Planting Diagram
  - Preliminary materials quantities + design features list
- Up to two (2) character boards, portraying the envisioned material/planting palette
- Up to two (2) rendered perspective illustrations to describe the proposed site experience
- Up to one (1) Preliminary Opinion of Probable Construction Costs

Task 4 Environmental Clearance

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will advance the environmental clearances in accordance with the National Environmental Policy Act (NEPA) clearances and associated permits and mitigation requirements as necessary for the project. The purpose of the Project is to complete environmental clearance and design to enable the City to construct the project improvements.

This Project consists of funding from Colorado Department of Transportation (CDOT); therefore, a National Environmental Policy Act (NEPA) study will be required. Based on an initial coordination meeting held December 20, 2024, with the City, the Project environmental clearance is to be a segment of independent utility and is anticipated to be a separate Categorical Exclusion (CatEx) from other improvements on the CO 42 corridor. Pinyon will support the Project by completing technical studies as outlined in Attachment A.

Pinyon, in coordination with Kimley Horn, is under contract to support 60% design and identify ROW needs for the advancement of the City CO 42 corridor improvements segment (Pine Street to Paschal Drive) under a separate scope and fee. For the purpose of scoping, this proposal assumes will ultimately be independent design packages, requiring separate environmental clearances (note: environmental clearance documentation for the CO 42 corridor improvements project is provided under separate scopes of work). Should the projects be combined, scope and fee will need to be revisited.

Task 4.A General Project Management

Pinyon will complete general project management, contract administration, invoicing, etc. This task consists of attendance at up to three (3) project progress meetings (i.e., kick-off meeting, FIR and FOR), up to two (2) progress management team (PMT) meetings, and three (3) coordination meetings with CDOT Region 4 Environmental staff. The meetings will be attended virtually. Project duration is assumed to be up to eighteen (18) months.

Deliverables

- Monthly invoices
- Progress Reports

Task 4.B Air Quality

Based on project review, a conformity analysis will be required as the project location is in the Denver Metro/North Front Range ozone nonattainment area. Pinyon will document the conformity findings in an Air Quality Technical Memorandum that complies with CDOT's Air Quality Project-Level Analysis Guidance. This scope does not include a quantitative analysis for greenhouse gas (GHG) emissions as the project is not expected to be considered a "regionally significant transportation capacity project".

Deliverables

- Air Quality Technical memorandum

Task 4.C Noise

Based on project review, this is a Type III project, exempt from noise modeling. This will be documented in a Type III Noise Memorandum to file.

Deliverables

- Type III Noise Memorandum to File

Task 4.D Hazardous Materials

Pinyon will complete CDOT Form 881 and obtain an agency database (i.e., ERIS) review. The study area will be the project's limits of disturbance.

Pinyon will collect up to four (4) paint samples for lead-based paint analysis for project components anticipated to be disturbed (e.g., signal poles, concrete). Depending on the substrate, Pinyon will evaluate the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. Iti s not anticipated that asbestos sampling will be required, as the project does not include demolition of any structures and suspect materials are not anticipated. No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).

Deliverables

- CDOT Form 881
- Lead Based Paint Samples and Results

Task 4.E Biological Resources

Field Work

The field survey will be completed by one Pinyon biologist in a one-day period. Field surveys for biological resources will be completed concurrently, as noted in the following subsections. Geographic Information System (GIS) data will be post-processed by a GIS specialist, and provided for incorporation into the project plans, and for impact analysis during advanced design, as applicable. GIS data will be projected in the local State Plane coordinate system.

Deliverables

- GIS Shapefiles

Wetlands/Waters of the US

Pinyon completed a high-level review of potential wetlands/waters of the U.S. (WOTUS) during 2022 and a delineation in 2023 in accordance with U.S. Army Corps of Engineer protocol. One potential WOTUS was identified in the vicinity of the proposed underpass; an open water on the east side of CO 42. It is assumed that there will be impacts to wetlands triggering the need for further permitting, FACWet, and a wetland finding report. Pinyon assumes that wetlands credits will be purchased from a wetland bank, meaning mitigation will be off site. Pinyon assumes that the work can be permitted under a notifying Nationwide Permit (NWP) 14; this requires demonstrated compliance with the National Historic Preservation Act and the Endangered Species Act that is being completed as part of this task order. Findings will also be documented in the Biological Resources Technical Memorandum (BRTM).

Deliverables

- Documented in BRTM
- Wetland Finding
- Preconstruction Notice for use of a NWP 14

Vegetation and Noxious Weeds

List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BRTM as well as applicable specifications.

It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.

Deliverables

- Documented in BRTM

Threatened and Endangered Species/Fish and Wildlife

Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife (CPW) guidelines. The results of the survey will be documented in the BRTM.

Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRTM. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.

Given the anticipated limited disturbance that will result from the project, Pinyon assumes that the impact assessment will reveal a *No Effect* to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is *May Affect, But Not Likely to Adversely Affect*, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary.

Deliverables

- Documented in BRTM

Task 4.F Historic Resources

Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE.

Based on the evaluation completed previously as part of the CO 42 corridor improvements project, there are potentially eligible historic resources (i.e., properties with structures 45 years or older) within the anticipated APE. These resources will be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). If more than three potential historic resources will be impacted by the Project (including temporary and permanent easements), this scope and fee should be revised as this scope consists of eligibility forms for up to three (3) resources.

Impacts to historic resources will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements, if needed. It is assumed that minor slivers of permanent right of way (ROW) needs to be acquired from a City-owned parcel. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and historic Section 4(f) *de minimis* form(s). Pinyon will meet with CDOT Region 4 twice: once to review data gathered (i.e., OAHP, assessor's data, etc.) and to establish APE; and a second time to review initial eligibility determinations and anticipated effects (including in General Project Management task, above).

Assumptions:

- Any Right of Entry will be coordinated and provided by the Kimley Horn/City

- This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited, and additional fee will be required.
- Should more than three (3) resources for historic survey be identified, this scope will need to be revisited.

Deliverables

- APE Map
- Up to three (3) Architectural Inventory Forms
- Eligibility and Effects Letter
- Draft Section 4(f) De Minimis Letter (for CDOT to submit)

Task 4.G Non-historic Section 4(f) Resources

The Department of Transportation Act Section 4(f) regulation governs the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. As this project has an FHWA nexus, Section 4(f) will apply.

Impacts to recreational facilities will be refined during this stage of the project phase design advances, including detailed information on acquisition of easements and/or ROW; however, preliminary review previous evaluation of the CO 42 corridor indicated the Project may impact Miners Field and/or the Louisville Sport Complex facilities. The enhanced multi-modal connectivity will improve access and connectivity, and likely to result in an enhancement or temporary use exception as defined under Section 4(f) of the Department of Transportation Act. However, as there are anticipated ROW impacts to the Miners Field and/or the Louisville Sports Complex Facilities, a *de minimis* finding is expected and that requires publication notification of the change in use of that land from a recreational use to a transportation use. Pinyon will draft notices to be posted on the City's trails and recreation website as well as NextDoor. No public outreach other than these notifications is included in this scope and associated fee.

Deliverables

- OWJ Letter

Task 4.H Community Demographics

Although Executive Order 12898 has been rescinded, CDOT is in the process of issuing state-specific requirements to comply Colorado legislative requirements to assess human health or environmental effects of its programs, policies, and activities on minority, Limited English Proficiency (LEP), and disabled persons', and low-income populations. Pinyon assumes that this process will be similar to the DOT process previously implemented. During a preliminary review of the corridor during the Future 42 Study, Pinyon utilized the EPA EJScreen Tool and identified none of the Block Groups within the Project has EJ populations.

For this task, Pinyon will comply with the yet-to-be released CDOT process; they expect to utilize the 2020 census data to identify the percent of minority, LEP, disabled person, and low-income populations in the tracts and blocks adjacent to the corridor with those of both Boulder County and the City. It is assumed that impacts, both beneficial and negative, will be borne by all populations equally, meaning that it is assumed

that there will be no disproportionally high and adverse effects to low-income and/or minority populations. Findings will be documented in a memorandum.

Deliverables

- Environmental Justice Memorandum

Resources that CDOT will Complete Internally

It is understood that CDOT will complete Visual Impact Analysis (VIA), Section 6(f), Paleontology, and Archaeology resources internally based on the scope of the project and that there are no impacts. CDOT has directed that local agency projects are not required to complete comply with Senate Bill 40 (SB 40) as it is an agreement amongst state and federal agencies.

Task 5 Preliminary and Final Design

The Project Team will utilize the information gathered during Task 2 and Task 3 to advance the South Street Underpass conceptual design to preliminary 60% and 90% Final Office Review (FOR), Final, and Bid Set level plans, reports, Opinion of Probable Construction Costs (OPCC), and specifications. The submittals are anticipated to consist of preliminary design and plan preparation for improvements within the South Street Underpass influence area and along CO42 as noted in the Project Understanding and determined in Task 3. Improvements are anticipated to consist of civil, roadway, drainage, structural, landscaping, urban design, and other improvements.

Task 5.A Design Plans, Specifications, and Estimates (PS&E)

The Project Team will prepare preliminary design documentation consisting of plans, specifications, OPCC, details, quantities, and reports necessary to develop a preliminary design. The plans will be prepared in accordance with CDOT and City standards.

Task 5.A.1 60%, 90% FOR, Final, and Bid Set PS&E

The 60%, 90% FOR, Final, and Bid Set PS&E are anticipated to consist of the following:

- Title Sheet (up to one (1) sheet);
- Standard Plans List (up to one (1) sheet);
- Abbreviations and Symbols (up to one (1) sheet);
- General Notes (up to one (1) sheet);
- Roadway Typical Sections (up to one (1) sheet);
- Underpass Typical Sections (up to two (2) sheets);
- Summary of Approximate Quantities (up to four (4) sheets);
- Quantity Tabulations (up to eight (8) sheets);
- Survey Control;
- Horizontal Control (up to three (3) sheets);
- Subsurface Utility Engineering (SUE) Plans;
- Removal Plans (up to three (3) sheets);
- Roadway Plans, Profiles, and Details (up to three (3) sheets);
- Roadway/Pedestrian Paving Plan and Details (up to three (3) sheets);
- Grading Plan (up to three (3) sheets);

- Grading Detail Sheets (up to six (6) sheets);
- Drainage, Water Quality, Storm Plan and Profiles, Outfall Plans and Details (up to sixteen (16) sheets);
- Water and Sanitary Plans, Profiles, and Details (up to five (5) sheets);
- Underpass Layout, Trail Plans, Profiles, and Details (up to three (3) sheets);
- Underpass General Information & SAQ sheets (up to one (1) sheet);
- Underpass General Layout Sheet (up to one (1) sheet);
- Underpass Typical Section and Detail Sheets (up to three (3) sheets);
- Headwall Detail Sheets (up to two (2) sheets);
- Wall General Information & SAQ sheets (up to one (1) sheet);
- Wall & Wingwall Sections & Details Sheets (up to six (6) sheets);
- Wall & Wingwall Plan & Elevation Sheets (up to ten (10) sheets);
- Railing Detail Sheets (up to two (2) sheets);
- Staircase Layout and Detail Sheets (up to one (1) sheet);
- Signing and Striping Plans (up to three (3) sheets);
- Landscape and Urban Design General/Summary Sheets (up to ten (10) sheets);
- Plant Protection and Removal Plans (up to two (2) sheets);
- Site Materials Plans (up to four (4) sheets);
- Site Layout (Horizontal Dimensioning) Plans (up to four (4) sheets);
- Site Details Sheet Layout, Keynote Coordination with Site Plan Sheets (up to ten (10) sheets);
- Site Soil Series (up to two (2) sheets);
- Tree Planting Plan (up to two (2) sheets);
- Shrub and Groundcover Plan (up to four (4) sheets);
- Site Planting Details (up to four (4) sheets);
- Irrigation Plans and Details (up to five (5) sheets);
- Lighting Plans and Details (up to four (4) sheets);
- Underpass Lighting Plans and Details (up to four (4) sheets);
- Electrical Plans and Details (up to four (4) sheets);
- Stormwater Management Plans (up to nine (9) sheets, each phase);
- Construction Phasing Plans (up to two (2) sheets);
- Maintenance of Traffic (MOT) Plans (up to three (3) sheets);
- Utility Plans and Matrix;
- Roadway Cross Sections (up to five (5) sheets);
- Specifications;
- OPCC;
- Drainage Report;
- Stormwater Management Report (up to two (2) reports); and
- Utility Impact Report.

Roadway Paving, Grading, and Drainage Plans

Paving, grading, and drainage plans are anticipated to present the proposed civil improvements including roadway, intersection, driveway, sidewalk, curb ramps, and fences/railings with proposed grades and materials in support of the pedestrian underpass at South St & CO42. Pedestrian facilities are anticipated to be designed in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG).

Drainage

Kimley-Horn will coordinate with Cities of Louisville and Lafayette, CDOT, and Mile High Flood Control District staff and coordinate necessary maintenance agreements. Kimley-Horn will prepare a final drainage report in accordance with the jurisdictional authority indicating the required improvements for the preferred alternative. This task will consist of detailed grading of the drainage swale improvements, producing storm plan and profile construction documents (up to nine (9) sheets), details (up to seven (7) sheets for grass lined swale, plan and profiles, and storm pipe outfall), drainage basin calculations utilizing rational method for the 10-year and 100-year storm events, storm sewer design and sizing calculations for the 10-year and 100-years storm events utilizing StormCAD, swale sizing calculations, pipe outfall design and calculations, existing and proposed drainage plans (up to ten (10) sheets), and final drainage report (up to one (1)).

Stormwater Management Plans

Erosion Control Plans are anticipated to present temporary Best Management Practices ("BMPs") recommended for site construction in accordance with the City and CDOT requirements.

- Cover Sheet
  - This plan will consist of general project information and standard notes.
- Initial, Interim & Final Erosion Control Plans
  - These plans will indicate recommended initial, interim and final BMPs to be utilized to reduce stormwater pollutants anticipated with the construction of the proposed improvements. It is anticipated that the SWMP Plans will be produced at 40-scale and nine (9) sheets will be required to show the Site for each BMP phase.
- Seeding and mulching plan
  - The seeding and mulching plan will be prepared or reviewed by a CDOT Landscape Architect. The plan will consist of specifications.
- Erosion Control Details
  - These plans will consist of standard erosion control BMP details applicable to the plans.

The Stormwater Management Plan Report is anticipated to present construction Best Management Practices, construction sequencing and anticipated inspection schedules recommended for the proposed improvements for this Project. It is assumed the Contractor will be responsible for filing of necessary applications with the State for Construction Activities. Kimley-Horn is not responsible for any inspections of the SWMP implementation nor filing of the CDPS construction activity permit (if the disturbed area is greater than 1 acre).

Structural

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete the design of the structural design for the CO42 underpass at South Street. Otak will also perform design, structural calculations and quantity calculations for the underpass and associated wingwalls (up to four (4) total), site walls (up to nine

(9) total), staircases (up to one (1) total), railings (up to three (3) types), and guardrails. Initial design assumptions are the following:

- The underpass, wingwalls, site walls and staircases are based upon the RE: Land South Street Underpass – Preferred Site Plan dated June 12, 2025, provided in *Appendix A*. This plan outlines the location and alignment of the underpass and a total of nine (9) site walls.
- Otak will provide a structure plan, elevation and section for the underpass, including structural design of a custom headwall to accommodate vehicle crash loading. We assume that a custom design for the underpass structure will be NOT required; therefore, M&S standards will apply.
- Otak will provide wall sections, plan and elevations for up to 13 walls (assuming up to ten (10) sheets for walls at 1"=20').
- It is assumed that up to five (5) types of walls will be required. Special considerations will be required adjacent to the ballfield building and the Tebo Property; soldier pile or sheet pile walls likely to be required. Otak will collaborate with RE:Land on aesthetic detailing. It is assumed that up to two(2) unique aesthetic treatments will be required. Aesthetic treatments will be modest in complexity. We expect the primary walls to be Mechanically Stabilized Earth (MSE) walls with precast panel facing. Other site walls will be cast-in-place concrete with a formliner finish. Shorter site walls will be natural rock or cast-in-place concrete with concrete footings integral to the concrete flat-work.
- Otak will collaborate with RE:Land to provide railing details for up to three (3) different railing designs. Railing locations and post spacing will be shown in the associated wall or stair plan and elevation drawings.
- Otak will provide structural details for up to one (1) staircase sections assuming concrete on grade.
- Otak will provide longitudinal sections for the underpass showing construction phase lines, barriers, temporary lanes, and shoring assuming up to two (2) primary phases of construction.
- Structural design of ballfield bleachers or other structures within the ballfield are not included.

Water and Sanitary Plans, Profiles, and Details

These plans will consist of relocations, demolition, and proposed water and storm and sanitary utilities necessary for the construction of underpass improvements. We anticipate up to 750 linear feet of water lines and up to 500 linear feet of sanitary sewer. These plans will consist of plan and profile design, utility relocates, and corresponding details per the City of Louisville design and construction standards.

Urban Design, Landscape Architecture, Plans and Details

Kimley-Horn, through use of a qualified subconsultant, re:LAND, will complete urban design and landscape architecture, which will include site design and layout, planting design, site grading (in collaboration with Kimley-Horn), wall design (in collaboration with OTAK), site feature design/detailing/selection, lighting design (in collaboration with Kimley-Horn), irrigation design (in collaboration with Kimley-Horn), and planting plans and details for the project improvements. In support of the project, re:LAND will prepare the sheets noted above.

Irrigation Plans and Details

Kimley-Horn will develop Irrigation Plans based on input from the Client and will adhere to jurisdictional landscape and irrigation ordinances. Innovative products and approaches will be implemented to achieve water-conservation goals, including sub-surface dripline if approved by the Client. Plan-development will require a review of available water-source information and will consist of Point-of-Connection (POC), backflow, head and drip layout, mainline and lateral line sizes and layout, sleeve sizes and location, valve sizes and location, controller type and location, hydraulic calculations, schedules, product details, and specifications (shown on the plans). The Client is to specify preferred irrigation equipment type (Toro, Hunter, Rain Bird, or other) prior to authorization of this task if a specific manufacturer is required.

Lighting and Electrical Plans and Details

Kimley-Horn will prepare pedestrian scale lighting and electrical plans within the Project Limits. Photometric analysis will be performed to meet the CDOT and City of Louisville Roadway Design and Construction standards. A photometric exhibit for pedestrian scale lighting and fixture cut sheets will be provided. Photometric analysis of street lighting exterior to the project and 3D renderings are excluded from this task.

The electrical design plans will consist of layout plans and electrical details for the pedestrian lighting fixtures, string lighting system, underpass lighting, future communication devices and receptacles. The conduit layout, pull box layout, cable feeds to the different circuits, and pedestal service size requirements are to be provided in the design details. Circuit size, conduit fill, infrastructure installations, and voltage drop calculations will be designed to NEC requirements and City of Louisville standards. Structural calculations for one (1) nonstandard light pole base for string lighting is a part of this task.

Construction Phasing Plans

Kimley-Horn, through use of a qualified subconsultant, Otak, will complete construction phasing plans for the project improvements. It is anticipated that up to two (2) phases will be required.

Maintenance of Traffic Plans

Kimley-Horn will prepare Maintenance of Traffic (MOT) Plans for the project improvements based on the Construction Phasing noted above. MOT plans will be provided for up to two (2) phases, assuming a single lane in each direction and no additional bike lanes or pedestrian accommodations within the roadway section. It is assumed that detour pavement will be provided for up to one (1) phase on the east side of CO42. It is assumed that up to two (2) temporary signal modifications will be required for each phase of the MOT. Temporary traffic signal modifications are anticipated to be completed with modifications to the existing span wire traffic signal at CO42 & Pine St and with the installation of up to two (2) span wire segments at the intersection of CO42 & Short St for each phase of

Utility Plans and Matrix

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare utility plans depicting existing utilities, relevant proposed project elements, utility ID Nos. corresponding to utility matrix, and conceptual relocations as determined through design development and the utility coordination meetings. The Utility Matrix is anticipated to follow CDOT standard format.

Project Specifications

Kimley-Horn will prepare preliminary project specifications in accordance with CDOT standards. This consists of the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the City of Louisville Roadway Design and Construction Specifications. Any unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision.

Quantities and Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will provide a 60%, 90% FOR, Final, and Bid Set OPCC. Kimley-Horn will also estimate the appropriate construction timing and schedule. All estimates and/or opinion of probable construction costs will be submitted with each review based acceptable standards.

Kimley-Horn will calculate plan quantities as part of the OPCC (with appropriate level of detail to progress) and plan development process. Consistent with the OPCC breakout, Kimley-Horn will also prepare tabulations and Summary of Approximate Quantities sheets to be provided in the construction plan set. Pay item numbers will be consistent with CDOT standard pay items and units of measure (or with City standard pay item if developed in alignment with this project's schedule). Combination of work items will not be completed in an effort to minimize the number of pay items other than what is acceptable to transportation industry standards. Pay items proposed as a lump sum unit of measure will be discussed with City project manager prior to submittal for review. Kimley-Horn will also provide a summary of earthwork, drainage, and signage tabulations in the plan set with approximate stationing and offset as appropriate. Unit prices will be based on the CDOT Construction Cost Index and current City pricing information from recent similar construction projects.

Design Review

The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 60% PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the 90% FOR PS&E and reports and prepare final PS&E and reports. The Project Team will address up to one (1) round of reasonable consolidated City and CDOT comments on the final PS&E and reports and prepare a Bid Set/Final Construction Document package for submittal. An electronic PDF of the Bid Set Construction Document Package including plans, specifications and a cost estimate will be submitted to the City for advertisement.

Quality Control/Quality Assurance (QA/QC) Plan, Process, and Implementation

Kimley-Horn and the Project Team will complete QA/QC reviews for the accuracy and completeness of plans, reports, and design documents prepared as part of the project.

Kimley-Horn will prepare a quality control plan to establish a QA/QC procedure for the project. The plan is anticipated to consist of the following:

- Identification of key personnel and definition of specific responsibilities;
- QA/QC technical review process;

- Checking procedures;
- QA/QC requirement training program; and
- Process to monitor and document quality control activities.

Task 5.B Right-of-Way Plans

Kimley-Horn, through use of a qualified subconsultant, 105 West, will prepare ROW Plans and Legal Descriptions for up to one (1) property acquisition needed to facilitate the ROW identified during the project.

Meetings/Mobilization, Coordination

105 West will attend meetings with the appropriate agencies. 105 West anticipates attending up to two (2) project team meetings with Kimley-Horn (KH), City of Louisville (COL) and/or CDOT Personnel. As part of this task 105 West will develop work plans, mobilize staff, and keep the Consultant Manager updated relative to the survey team's progress or any concerns.

Right-of-Way Plans

105 West will prepare right-of-way plans for the Tebo Parcel (Parcel Number 157508167002). The final right-of-way plans will be in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a Right-of-Way Plan Review (ROWPR). In addition, 105 West will prepare a written legal description in accordance with both Colorado Department of Transportation Survey and Right-of-Way manual requirements and satisfactory for a final approved set of ROW plans to be used for plan authorization. Per our conversation, title commitments will be provided by Western States Land Services. This proposal does not include separate legal descriptions and exhibits for the subject parcel. All real estate transactions are assumed to go through CDOT's Local Agency process utilizing the ROW plans as the mechanism for which to do so.

Appraisal Staking

105 West will provide temporary field staking to delineate the geometry for the subject parcel. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

Exclusions

- Monumentation of existing or proposed right-of-way limits
- Separate legal descriptions and exhibits

Task 5.C Reports

Drainage Report

Kimley-Horn will prepare one (1) final drainage report which will describe existing and proposed drainage patterns, drainage criteria, proposed design improvements, existing and proposed drainage basin delineations, storm conveyance sizing calculations, proposed water quality calculations, and proposed outfall design calculations. See Task 4.E for additional details.

Utility Impact Report

Kimley-Horn, through use of a qualified subconsultant, Triunity, will prepare a utility impact report. This report is anticipated to outline utility coordination activities to date, relocations identified and anticipated cost and schedule implications to the project. The report is also anticipated to provide documentation of pertinent information including Reports and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Task 5.D Coordination of Design

The Project Team will coordinate design as needed with the City's designated project management team as outlined in Task 1. The design will be prepared in compliance with applicable Federal, state, local, and City requirements.

Utility Coordination

Kimley-Horn, through use of a qualified subconsultant, Triunity, will coordinate with the Project Team, City, and utility companies during the design of this project. Utility coordination is anticipated to consist of the preparation of utility plans and matrix as outlined in Task 4.A. Triunity will also prepare a utility impact report as outlined in Task 4.C Additionally, utility coordination is anticipated to consist of the following:

- Coordination of potential utility conflicts between existing utilities and proposed improvements with the Project Team and utility owners;
- Identification of design modifications that will minimize impacts to utilities where possible;
- Identification of utility owner operating rights and cost responsibilities;
- Up to four (4) meetings each with up to ten (10) utility companies and jurisdictions as required to discuss project scope, utility conflicts, and mitigation strategies; including development of agendas, facilitation of meetings, and preparation of meeting minutes;
- Obtaining copies of existing easements, license agreements, and relocation agreements from utility companies as applicable and providing to the City;
- Conducting coordination/comment resolutions meetings with utility owners after milestone submittal;
- Preparation of draft utility specifications for the 60%, 90% FOR, Final, and Bid Set submittals, which shall carefully detail the contractor's responsibilities and the utilities' responsibilities;
- Obtaining estimates of probable cost for any utility relocations that are a cost to the project; and
- Incorporation of utility mitigation/relocation schematics for up to sixty (60) utility conflicts into the submittal packages.

Task 5.E Floodplain Development Permit

Kimley-Horn will prepare the City's Floodplain Development Permit per the City of Louisville Floodplain Code for the proposed outfall improvements to Coal Creek Drainageway A. The documentation that will be completed in Task 2.D will be provided in the floodplain development permit application to provide backup documentation for the work being completed within the FEMA regulated floodplain.

Task 4 Deliverables

- Completed Floodplain Development Permit

Task 6 Additional Services

As authorized in writing by the City of Louisville's Project Manager, Kimley-Horn will coordinate, support and perform further services or assignments as needed and requested by the City for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services may consist of unforeseen and currently unidentified scope of services which may consist of additional agency coordination meetings, environmental clearance and permit efforts, post-design services and RFI efforts beyond what stipulated in the current scope of services.

Due to the unknown nature of these services, we have assumed up to six hundred and three (603) hours for these services for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to complete the design and with the goal of completing the final design phase based on a mutually agreed upon. The anticipated duration of the project phases are included for reference.

- 0% to Conceptual (30%) Design – Approximately 4 to 6 months
- Conceptual (30%) Design to Final Design – Approximately 12 to 16 months
- Clearances/Concurrence to Advertise – Approximately 4 months
- ROW Acquisition – TBD

Fee

The attached work plan shows Kimley-Horn's estimated labor effort to complete these tasks. Kimley-Horn will provide the services described within the Scope of Services for a fee of **$1,789,720.00** for Tasks 1-6 as shown in the attachment following this letter Proposal. The total estimated expenses are **$48,772.48**. The total for all tasks and expenses is **$1,838,492.48**.

Direct reimbursable expenses as required for the Project such as plan reproduction for deliverables and mileage will be billed. An estimated fee for reimbursable expenses has been provided.

(The remainder of this page intentionally left blank)

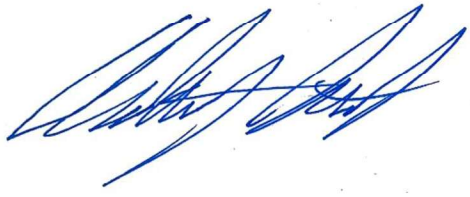
Closure

We appreciate the opportunity to provide these services to you and are excited to work again with the City of Louisville on this project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Matt Ciarkowski, PE
Project Manager



By: Anthony Pratt, PLA, ENV SP
Associate

Appendix

- A – FHWA Form 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, August 28, 2025

Total Labor Fee	$ 1,789,720.00
Total Expense Fee	$ 48,772.48
Total Contract Amount (Not to Exceed)	$ 1,838,492.48

Kimley-Horn and Associates, Inc.

Item	Task	Sr. Engineer III / Sr. Professional III: PIC, QA/QC	Sr. Engineer III / Sr. Professional II: Wet Utility Design Lead	Sr. Engineer II / Sr. Professional I: Project Manager	Sr. Engineer I / Sr. Professional I: Deputy Project Manager/ Civil Design Manager	Sr. Engineer I / Sr. Professional I: MM Design Lead/ Stakeholder Coordination Lead	Sr. Engineer I / Sr. Professional I: Drainage Design Lead	Sr. Engineer I / Sr. Professional I: Lighting/Electrical Design Lead	Sr. Engineer I / Sr. Professional I: Irrigation Design Lead	Engineer/ Professional	Analyst III	Analyst II	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.	Totals
		$ 310.00	$ 310.00	$ 290.00	$ 270.00	$ 270.00	$ 270.00	$ 270.00	$ 270.00	$ 235.00	$ 205.00	$ 185.00	$ 170.00	$ 240.00	$ 210.00	$ 145.00	$ 115.00	
	Rate	$ 290.00	$ 290.00	$ 270.30	$ 255.00	$ 255.00	$ 255.00	$ 255.00	$ 255.00	$ 225.00	$ 195.00	$ 175.00	$ 160.00	$ 230.00	$ 200.00	$ 140.00	$ 110.00	
	Hours	121.0	82.0	586.0	203.5	14.0	247.1	129.0	50.0	956.0	517.0	1,014.0	79.0	85.0	103.5	36.0	-	
	Estimated Total	$ 35,090.00	$ 23,780.00	$ 158,220.00	$ 51,892.50	$ 3,570.00	$ 63,112.50	$ 31,875.00	$ 12,750.00	$ 214,875.00	$ 100,815.00	$ 177,450.00	$ 12,640.00	$ 19,550.00	$ 20,700.00	$ 5,040.00	$ -	
	Estimated Total by Firm						$											931,360.00
1	**General Services and Project Management**																	
1.A	Project Management																	40.00
	Project Management and Oversight	39.0		156.0												36.0		347.00
1.B	Project Coordination/Meetings								5.0									5.00
1.B.1	Initial Meetings - Kick-off Meeting (up to 1)	1.0		2.0			1.0		1.0	1.0								17.00
1.B.2	Progress Meetings																	-
	Weekly Project Team Meetings (up to twenty (20))	5.0	5.0	20.0	5.0	5.0	10.0	5.0	5.0	20.0				5.0				225.00
	Monthly PMT Meetings (up to ten (10))	5.0	2.0	20.0	2.0	2.0	5.0	2.0	2.0	20.0								95.00
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))	5.0		20.0					2.0	5.0								92.00
1.B.3	Stakeholder Meetings (up to eight (8))	2.0		16.0						2.0								91.00
1.B.4	Agency and Stakeholder Coordination (up to seven (7))	2.0		14.0						2.0								52.00
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))	4.0	1.0	8.0	1.0	1.0	4.0	1.0	1.0	4.0								73.00
1.B.6	CDOT File Keeping and Requests for Reimbursement			8.0														8.00
1.B.7	Permanent Easement Acquisition Support Services			8.0						8.0								100.00
1.B.8	Alternative Delivery Evaluation	20.0		30.0														56.00
		83.0	8.0	302.0	8.0	8.0	20.0	8.0	16.0	62.0	-	-	-	5.0	-	36.0	-	1,201.00
		$ 24,070.00	$ 2,320.00	$ 81,540.00	$ 2,040.00	$ 2,040.00	$ 5,100.00	$ 2,040.00	$ 4,080.00	$ 13,950.00	$ -	$ -	$ -	$ 1,150.00	$ -	$ 5,040.00	$ -	270,685.00
2	**Data Collection**																	
2.A	Utility Locates and Subsurface Utility Engineering (SUE)																	8.00
	SUE Quality Level B, C, & D			2.0						4.0								14.00
	Geophysical Investigation "Designation"																	46.00
	Professional Services																	87.00
	SUE Quality Level A (up to twenty-five (25) test holes)									4.0								77.00
2.B	Traffic			2.0		2.0												4.00
	Data Collection																	-
	Analysis																	-
	Technical Memorandum																	-
2.C	Floodplain Impact Study						5.0			25.0								30.00
2.D	Drainage			2.0			16.0			40.0		30.0						87.00
2.E	Irrigation Ditch Realignment		30.0	16.0			100.0				275.0							415.00
		-	30.0	16.0	-	2.0	120.0	-	-	73.0	275.0	30.0	-	-	16.0	-	-	768.00
		$ -	$ 8,700.00	$ 4,320.00	$ -	$ 510.00	$ 30,600.00	$ -	$ -	$ 16,425.00	$ 53,625.00	$ 5,250.00	$ -	$ -	$ 3,200.00	$ -	$ -	180,625.00
3	**Framework and Conceptual Design**																	
3.A	Framework (15%) Plans	4.0	2.0	46.0		2.0	2.0	2.0		20.0				20.0				351.00
3.B	Conceptual (30%) Design	6.0	2.0	48.0		2.0	2.0	2.0		60.0		60.0		60.0				585.00
		10.0	4.0	94.0	-	4.0	4.0	4.0	-	80.0	-	60.0	-	80.0	-	-	-	936.00
		$ 2,900.00	$ 1,160.00	$ 25,920.00	$ -	$ 1,020.00	$ 1,020.00	$ 1,020.00	$ -	$ 18,000.00	$ -	$ 10,500.00	$ -	$ 18,400.00	$ -	$ -	$ -	187,491.00
4	**Environmental Clearance**																	
4.A	General Project Management	5.0		15.0														92.00
4.B	Air Quality																	14.00
4.C	Noise																	18.00
4.D	Hazardous Materials																	29.00
4.E	Biological Resources																	52.00
	Field Work																	-
	Wetlands/Waters of the US																	-
	Vegetation and Noxious Weeds																	-
	Threatened and Endangered Species																	-
4.F	Historic Resources																	81.00
4.G	Non-historic Section 4(f)																	18.00
4.H	Community Demographics																	33.00
		5	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	337.00
		$ 1,450.00	$ -	$ 4,050.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	62,470.00

Item	Task	Kimley-Horn and Associates, Inc.																Totals
		Sr. Engineer III Sr. Professional III		Sr. Engineer II/ Sr. Professional II	Sr. Engineer V Sr. Professional I													
		PIC, QA/QC	Wet Utility Design Lead	Project Manager	Deputy Project Manager/ Civil Design Manager	MM Design Lead/ Stakeholder Coordination Lead	Drainage Design Lead	Lighting/Electrical Design Lead	Irrigation Design Lead	Engineer/ Professional	Analyst III	Analyst II	Analyst I	Senior Designer	Designer	Clerical/ Administrative	Admin. Asst.	
5	**Preliminary and Design**																	
5.A	Design Plans, Specifications, and Estimates (PS&E)																	-
5.A.1	60% FIR, 90% FOR, and Final PS&E																	-
	60% FIR																	667.00
	Front End Documents									4.0		8.0						14.00
	Roadway Typical Sections									6.0		12.0						18.00
	Underpass Typical Sections																	8.00
	Summary of Approximate Quantities				4.0					8.0		16.0						70.00
	Quantity Tabulations				4.0					12.0		24.0						40.00
	Survey Control									1.0		1.0						2.00
	Horizontal Control			2.0	1.5					3.0		12.0						22.50
	SUE Plans									2.0		2.0						20.00
	Removal Plans									12.0		30.0						42.00
	Roadway Plans, Profiles, and Details			2.0	6.0					18.0		36.0			6.0			68.00
	Roadway Paving Plan and Details			2.0	6.0					9.0		15.0			3.0			35.00
	Grading Plan			2.0	6.0					36.0		30.0			6.0			80.00
	Grading Detail Sheets			2.0	6.0					54.0		36.0			18.0			116.00
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans			2.0			15.0			40.0		75.0						132.00
	Water, Sanitary, and Storm Plans, Profiles, and Details		20.0	2.0						50.0		60.0						132.00
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details			2.0	1.0					2.0		4.0			1.0			24.00
	Underpass Typical Sections, Flared Details, Headwall Deails			2.0						1.0		1.0						50.00
	Wall/Wingwall Plans, Elevations, Sections, and Details			2.0						1.0		1.0						168.00
	Railing Details			2.0						1.0		1.0						50.00
	Misc. Structure Details									1.0		1.0						18.00
	Signing and Striping Plans									9.0		24.0						33.00
	Landscape Layout, Material Plans, and Details			2.0						1.0		1.0						4.00
	Planting Plans and Details			2.0						1.0		1.0						4.00
	Irrigation Plans and Details			2.0					9.0			-	27.0					43.00
	Lighting Plans and Details			2.0				16.0				55.0						73.00
	Underpass Lighting Plans and Details			2.0				16.0				55.0						73.00
	Electrical Lighting Plans and Details			2.0				16.0				52.0						70.00
	Stormwater Management Plans, Reports (2)						10.0			30.0		60.0						100.00
	Construction Phasing Plans			2.0						1.0		1.0						26.00
	Maintenance of Traffic Plans			2.0	9.0					18.0		45.0						74.00
	Maintenance of Traffic Plans - Shoofly			4.0	15.0					36.0		90.0			12.0			157.00
	Utility Plans and Matrix			2.0						10.0								117.00
	Roadway Cross Sections			2.0	5.0					5.0		10.0						22.00
	Specifications			4.0	4.0		4.0	4.0	4.0	30.0								66.00
	OPCC			2.0	4.0		4.0	4.0	4.0	12.0		8.0			4.0			50.00
	QA/QC	4.0	4.0	16.0	16.0		10.0	12.0	4.0	20.0					6.0			142.00
	90% FOR																	-
	Response to up to one (1) round of City and CDOT comments, up to two (2) total												40.0					68.00
	90% Plan Development	-	6.0	16.0	20.0	-	9.0	16.0	4.0	121.0	50.0	179.0	8.0	-	14.0	-	-	1,103.00
	QA/QC	4.0	4.0	16.0	16.0	-	10.0	12.0	4.0	20.0	-	-	-	-	6.0	-	-	164.00
	Final																	-
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	2.0	8.0	7.0	-	3.0	5.0	1.0	40.0	17.0	60.0	3.0	-	5.0	-	-	304.00
	Final PS&E Development																	208.00
	QA/QC	2.0	2.0	8.0	8.0	-	5.0	6.0	2.0	10.0	-	-	-	-	3.0	-	-	110.00
	Bid Set																	
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	-	1.0	2.0	3.0	-	1.0	3.0	1.0	20.0	8.0	30.0	1.0	-	2.0	-	-	89.00
	Bid Set PS&E Development																	164.00
	QA/QC	1.0	1.0	4.0	4.0	-	2.0	3.0	1.0	5.0	-	-	-	-	1.5	-	-	39.00
5.B	ROW Plans																	-
	Plans			4.0														133.00
5.C	Preliminary Reports																	-
	Traffic Report	1.0		2.0														3.00
	Utility Impact Report	1.0		2.0														3.00
5.D	Coordination of Design																	-
	Utility Coordination			8.0						20.0								25.00
5.E	Floodplain Development Permit						5.0			20.0								25.00
		13	40	132	145.5	0	78.5	113	34	690	242	874	79	0	87.5	0	0	5,268.50
		$ 3,770.00	$ 11,600.00	$ 35,640.00	$ 37,102.50	$ -	$ 20,017.50	$ 28,815.00	$ 8,670.00	$ 115,250.00	$ 47,190.00	$ 152,950.00	$ 12,640.00	$ -	$ 17,500.00	$ -	$ -	1,006,392.00
6	**Additional Services**																	
	Additional Services	10.0		25.0	50.0		25.0			50.0		50.0						397.20
		10	0	25	50	0	25	0	0	50	0	50	0	0	0	0	0	397.20
		$ 2,900.00	$ -	$ 6,750.00	$ 12,750.00	$ -	$ 6,375.00	$ -	$ -	$ 11,250.00	$ -	$ 8,750.00	$ -	$ -	$ -	$ -	$ -	82,057.00
EXP	**Reimbursable Expenses**																	
	Reimbursable Expenses																	48,772.48
	Total Labor Fee						$										931,360.00	1,789,720.00
	Total Expense Fee						$										-	48,772.48
	Total Contract Amount (Not to Exceed)																	**$ 1,838,492.48**

City of Louisville - South Street Underpass Final Design
Exhibit 'B' - Fee Estimate

Thursday, August 28, 2025

Item	Task	Otak						RE:Land		Pinyon Environmental													
		Structural PM	Structural EI	Structural Detailer	Civil Eng Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer	Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cultural Resource Specialist III
	Rate	$ 214.00	$ 116.00	$ 183.00	$ 142.00	$ 151.00	$ 265.00	$ 210.00	$ 150.00	$ 130.00	$ 180.00	$ 110.00	$ 285.00	$ 200.00	$ 125.00	$ 135.00	$ 155.00	$ 155.00	$ 145.00	$ 200.00	$ 145.00	$ 180.00
	Hours	426.0	282.0	328.0	228.0	24.0	296.0	953.7	1,109.5	2.0	15.0	12.0	69.0	8.0	20.0	25.0	25.0	14.0	40.0	4.0	65.0	10.0
	Estimated Total	$ 91,592.00	$ 32,712.00	$ 60,024.00	$ 32,376.00	$ 3,624.00	$ 78,440.00	$ 200,277.00	$ 165,825.00	$ 260.00	$ 2,700.00	$ 1,320.00	$ 19,665.00	$ 1,600.00	$ 2,500.00	$ 3,375.00	$ 3,875.00	$ 2,170.00	$ 5,800.00	$ 800.00	$ 9,425.00	$ 1,800.00
	Estimated Total by Firm	$					298,768.00	$	366,102.00				$									55,290.00
1	**General Services and Project Management**																					
1.A	Project Management																					
	Project Management and Oversight	20.0				16.0	50.0	30.0														
1.B	Project Coordination/Meetings																					
1.B.1	Initial Meetings - Kickoff Meeting (up to 1)	2.0			2.0		4.0	3.0														
1.B.2	Progress Meetings																					
	Weekly Project Team Meetings (up to twenty (20))	30.0			30.0		40.0	40.0														
	Monthly PMT Meetings (up to ten (10))						15.0	20.0														
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))							40.0	20.0													
1.B.3	Stakeholder Meetings (up to eight (8))						8.0	48.0	15.0													
1.B.4	Agency and Stakeholder Coordination (up to seven (7))						8.0	14.0	14.0													
1.B.5	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4)	16.0			4.0		16.0	12.0														
1.B.6	CDOT File Keeping and Requests for Reimbursement																					
1.B.7	Permanent Easement Acquisition Support Services							4.0														
1.B.8	Alternative Delivery Evaluation							8.0														
		68.0	-	-	36.0	16.0	139.0	217.0	49.0	-	-	-	-	-	-	-	-	-	-	-	-	-
		$ 14,552.00	$ -	$ -	$ 5,112.00	$ 2,416.00	$ 36,835.00	$ 45,570.00	$ 7,350.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	**Data Collection**																					
2.A	Utility Locates and Subsurface Utility Engineering (SUE)							8.0														
	SUE Quality Level B, C, & D																					
	Geophysical Investigation "Designation"																					
	Professional Services																					
	SUE Quality Level A (up to twenty-five (25) test holes)																					
2.B	Traffic																					
	Data Collection																					
	Analysis																					
	Technical Memorandum																					
2.C	Floodplain Impact Study																					
2.D	Drainage																					
2.E	Irrigation Ditch Realignment																					
		-	-	-	-	-	-	8.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		$ -	$ -	$ -	$ -	$ -	$ -	$ 1,680.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	**Framework and Conceptual Design**																					
3.A	Framework (15%) Plans						16.0	135.0	100.0													
3.B	Conceptual (30%) Design	6.0	22.0				25.0	100.0	190.0													
		6.0	22.0	-			41.0	235.0	290.0	-	-	-	-	-	-	-	-	-	-	-	-	-
		$ 1,284.00	$ 2,552.00	$ -			$ 10,865.00	$ 49,350.00	$ 43,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	**Environmental Clearance**																					
4.A	General Project Management							8.0		2.0		12.0	50.0									
4.B	Air Quality												2.0	2.0	10.0							
4.C	Noise												2.0	6.0	10.0							
4.D	Hazardous Materials												2.0				25.0	2.0				
4.E	Biological Resources												4.0					4.0	40.0	4.0		
	Field Work																					
	Wetlands/Waters of the US																					
	Vegetation and Noxious Weeds																					
	Threatened and Endangered Species																					
4.F	Historic Resources												2.0					4.0			65.0	10.0
4.G	Non-historic Section 4(f)										15.0		3.0									
4.H	Community Demographics												4.0			25.0		4.0				
		-	0	0	0	0	0	8.0	0	2.0	15	12	69	8	20	25	25	14	40	4	65	10
		$ -	$ -	$ -	$ -	$ -	$ -	$ 1,680.00	$ -	$ 260.00	$ 2,700.00	$ 1,320.00	$ 19,665.00	$ 1,600.00	$ 2,500.00	$ 3,375.00	$ 3,875.00	$ 2,170.00	$ 5,800.00	$ 800.00	$ 9,425.00	$ 1,800.00

		Oak						RE: Land		Pinyon Environmental												
Item	Task	Structural PM	Structural II	Structural Detailer	Civil Eng. Designer	Project Coordinator	Trails PIC	PIC/PM	Project Designer	Project Controller	Task Manager	Field Specialist/Project Assistant	Scientist V	Engineer II	Field Engineer/Scientist	Field Engineer/Scientist II	Scientist	CAD/GIS Specialist II	Field Engineer/Scientist III	Scientist II	Cultural Resource Specialist II	Cultural Resource Specialist III
5	**Preliminary and Design**																					
5.A	Design Plans, Specifications, and Estimates (PS&E)																					
5.A.1	60% FIR, 90% FOR, and Final PS&E																					
	60% FIR							245.0	422.0													
	Front End Documents						2.0															
	Roadway Typical Sections																					
	Underpass Typical Sections	2.0		4.0			2.0															
	Summary of Approximate Quantities	6.0	12.0	8.0	16.0																	
	Quantity Tabulations																					
	Survey Control																					
	Horizontal Control				4.0																	
	SUE Plans				16.0																	
	Removal Plans																					
	Roadway Plans, Profiles, and Details																					
	Roadway Paving Plan and Details																					
	Grading Plan																					
	Grading Detail Sheets																					
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans																					
	Water, Sanitary, and Storm Plans, Profiles, and Details																					
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details	4.0		8.0			2.0															
	Underpass Typical Sections, Rared Details, Headwall Details	12.0	12.0	20.0			2.0															
	Wall/Wingwall Plans, Elevations, Sections, and Details	8.0	24.0	84.0	64.0		4.0															
	Railing Details	4.0	16.0	24.0			2.0															
	Misc. Structure Details	2.0	4.0	8.0			2.0															
	Signing and Striping Plans																					
	Landscape Layout, Material Plans, and Details																					
	Planting Plans and Details																					
	Irrigation Plans and Details																					
	Lighting Plans and Details																					
	Underpass Lighting Plans and Details																					
	Electrical Lighting Plans and Details																					
	Stormwater Management Plans, Reports (2)																					
	Construction Phasing Plans	8.0		12.0			2.0															
	Maintenance of Traffic Plans																					
	Maintenance of Traffic Plans - Shoofly																					
	Utility Plans and Matrix																					
	Roadway Cross Sections																					
	Specifications	12.0					4.0															
	OPCC	4.0					4.0															
	QA/QC	16.0			16.0	4.0	14.0															
	90% FOR																					
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	8.0					4.0	8.0	8.0													
	90% Plan Development	60.0	80.0	100.0	40.0		16.0	90.0	180.0													
	QA/QC	16.0				4.0	20.0	16.0	16.0													
	Final																					
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	40.0	24.0	40.0	24.0		12.0	8.0	8.0													
	Final PS&E Development	92.0	68.0					16.0	32.0													
	QA/QC	20.0		12.0			16.0	16.0														
	Bid Set																					
	Response to up to one (1) round of City and CDOT comments, up to two (2) total	12.0					4.0															
	Bid Set PS&E Development	20.0	20.0	24.0	12.0																	
	QA/QC	8.0		4.0			4.0															
5.B	ROW Plans																					
	Plans																					
5.C	Preliminary Reports																					
	Traffic Report																					
	Utility Impact Report																					
5.D	Coordination of Design																					
	Utility Coordination																					
5.E	Floodplain Development Permit																					
		354	260	328	192	8	116	399	866	0	0	0	0	0	0	0	0	0	0	0	0	0
		$ 75,756.00	$ 30,160.00	$ 60,024.00	$ 27,264.00	$ 1,208.00	$ 30,740.00	$ 83,790.00	$ 99,900.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	**Additional Services**																					
	Additional Services							86.7	100.5													
		0	0	0	0	0	0	86.7	100.5	0	0	0	0	0	0	0	0	0	0	0	0	0
		$ -	$ -	$ -	$ -	$ -	$ -	$ 18,207.00	$ 15,075.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXP	**Reimbursable Expenses**																					
	Reimbursable Expenses	$					200.00	$	25,000.00				$									992.48
	Total Labor Fee	$					298,798.00	$	365,102.00				$									55,290.00
	Total Expense Fee	$					200.00	$	25,000.00				$									992.48
	Total Contract Amount (Not to Exceed)																					

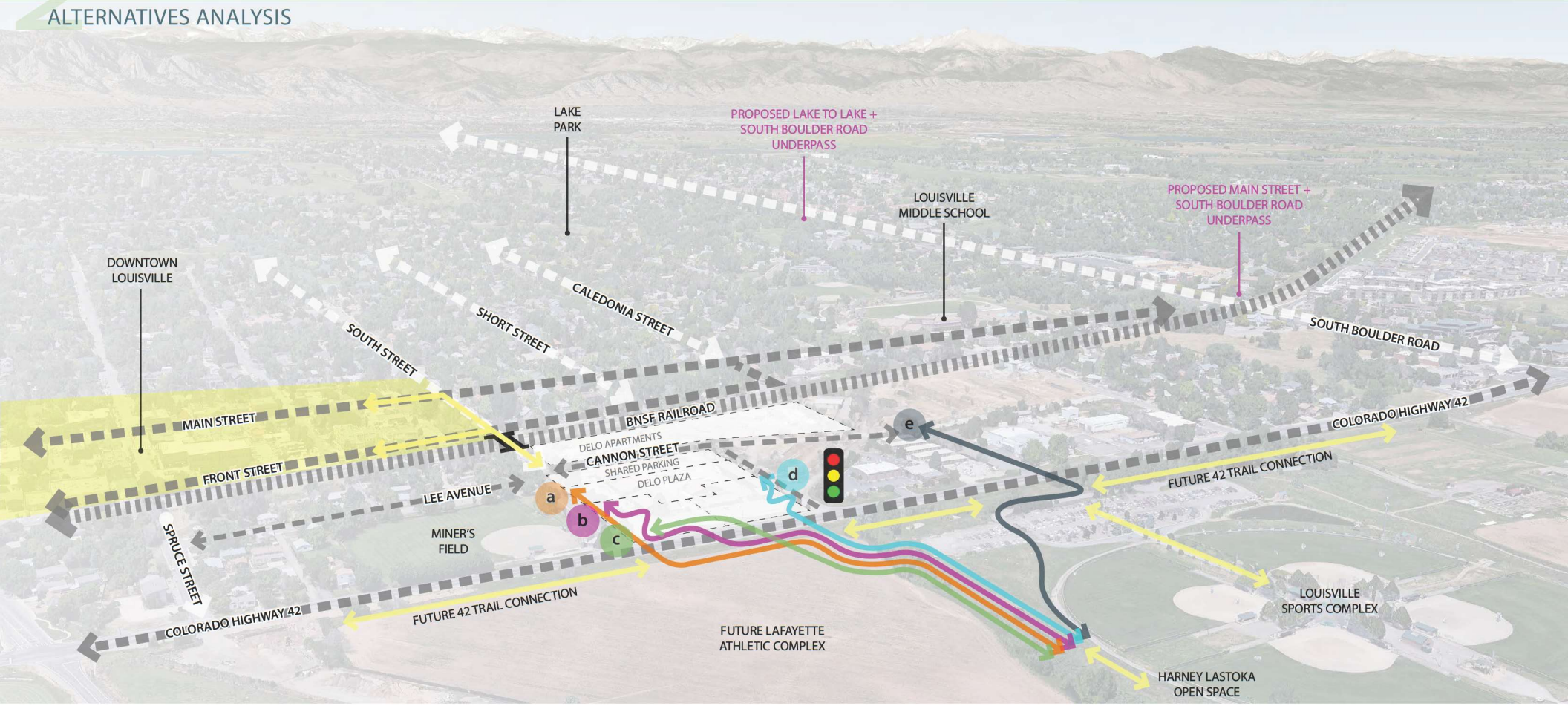
City of Louisville - South Street Underpass Final Design
Exhibit "B" - Fee Estimate

Thursday, August 28, 2025

Item	Task	Triunity							Western States		T3ue										105 West								Totals
		Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager/ Sr. Agent	Clerical	Professional Engineer	Project Manager	SUE Manager	Assistant Project Manager/ EIT	CADD Technician	Administrative	Designating (2-Man Crew)	QLA Test Hole (Each)	Survey of Test Hole (Each)	Asphalt or Concrete Coring (Each)	Director of Surveying/Mapping	Survey Manager	Project Surveyor	Survey Technician	Party Chief	Instrument Operator	GPS/Robotic (1-Man)	
	Rate	$ 280.00	$ 215.00	$ 200.00	$ 170.00	$ 125.00	$ 115.00	$ 100.00	$ 115.00	$ 80.00	$ 205.00	$ 170.00	$ 166.00	$ 125.00	$ 123.00	$ 93.00	$ 286.00	$ 1,000.00	$ 100.00	$ 200.00	$ 180.00	$ 175.00	$ 160.00	$ 130.00	$ 120.00	$ 90.00	$ 175.00	
	Hours	4.0	164.0	-	-	192.0	-	9.0	70.0	10.0	10.0	21.0	11.0	6.0	31.0	8.0	48.0	25.0	26.0	15.0	10.0	13.0	18.0	44.0	18.0	8.0	8.0	
	Estimated Total	$ 1,040.00	$ 35,540.00	$ -	$ -	$ 19,000.00	$ -	$ 1,800.00	$ 8,050.00	$ 800.00	$ 2,050.00	$ 3,570.00	$ 1,826.00	$ 750.00	$ 3,720.00	$ 744.00	$ 13,728.00	$ 25,000.00	$ 2,600.00	$ 3,000.00	$ 1,800.00	$ 2,275.00	$ 2,880.00	$ 5,720.00	$ 2,160.00	$ 1,620.00	$ 1,400.00	
	Estimated Total by Firm	$ 85,180.00							$ 8,850.00		$ 56,318.00										$ 17,855.00							
1	**General Services and Project Management**																											
1.A	Project Management		23.0			4.0		14.0																				40.00
	Project Management and Oversight																											347.00
1.B	Project Coordination/Meetings																											5.00
1.B.	Initial Meetings - Kickoff Meeting (up to 1)																											17.00
1.B.I	Progress Meetings																											-
	Weekly Project Team Meetings (up to twenty (20))																											205.00
	Monthly PMT Meetings (up to ten (10))																											55.00
	Bi-Weekly Consultant/City PM Meetings (up to twenty (20))																											52.00
1.B.I	Stakeholder Meetings (up to eight (8))																											51.00
1.B.I	Agency and Stakeholder Coordination (up to seven (7))																											52.00
1.B.I	Design Review, and Issue and/or Comment Resolution Meetings (up to four (4))																											73.00
1.B.I	CDOT File Keeping and Requests for Rain Easement																											8.00
1.B.	Permanent Easement Acquisition Support Services								70.0	10.0																		100.00
1.B.I	Alternative Delivery Evaluation																											56.00
		-	23.0	-	-	4.0	-	14.0	70.0	10.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,001.00
		$ -	$ 4,730.00	$ -	$ -	$ 500.00	$ -	$ 1,400.00	$ 8,050.00	$ 800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	270,865.00
2	**Data Collection**																											
2.A	Utility Locates and Subsurface Utility Engineering (SUE)																											8.00
	SUE Quality Level B, C & D																											14.00
	Geotechnical Investigation "Designation"																48.0											48.00
	Geotechnical Services										10.0	21.0	11.0	6.0	31.0	8.0												87.00
	SUE Quality Level A (up to twenty-five (25) test holes)																	25.0	26.0	15.0								77.00
2.B	Traffic																											4.00
	Data Collection																											-
	Analysis																											-
	Technical Memorandum																											-
2.C	Floodplain Impact Study																											30.00
2.D	Drainage																											87.00
2.E	Irrigation Ditch Realignment																											415.00
		-	-	-	-	-	-	-	-	-	10.0	21.0	11.0	6.0	31.0	8.0	48.0	25.0	26.0	15.0	-	-	-	-	-	-	-	769.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,050.00	$ 3,570.00	$ 1,826.00	$ 750.00	$ 3,720.00	$ 744.00	$ 13,728.00	$ 25,000.00	$ 2,600.00	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	180,625.00
3	**Framework and Conceptual Design**																											
3.A	Framework (15%) Plans																											351.00
3.B	Conceptual (30%) Design																											565.00
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	916.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	187,491.00
4	**Environmental Clearance**																											
4.A	Generic Project Management																											52.00
4.B	Air Quality																											14.00
4.C	Noise																											18.00
4.D	Hazardous Materials																											29.00
4.E	Biological Resources																											52.00
	Field Work																											-
	Wetlands/Waters of the US																											-
	Threatened and Endangered Species																											-
4.F	Historic Resources																											81.00
4.G	Non-Historic Section 4(f)																											18.00
4.H	Community Demographics																											33.00
		-	0	0	0	0	0	0	-	0	-	0	0	0	0	0	0	0	0	0	-	0	0	0	0	0	0	207.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	62,470.00

Item	Task	Tsunity							Western States		T3ure										105 West								Totals
		Project Manager Senior	Project Manager II	Project Manager I	Project Engineer III	EIT III	Designer/Drafter II	Administrative Support	Project Manager Sr. Agent	Clerical	Professional Engineer	Project Manage	SUE Manager	Assistant Project Manager EIT	CADD Technician	Administrator	Designating (2-Man Crew)	QLA Test Hole (Each)	Survey of Test Hole (Each)	Asphalt or Concrete Coring (Each)	Director of Surveying/Mapping	Survey Manager	Project Surveyor	Survey Technician	Party Chief	Instrument Operator	GPS/Robotic (1-Man)	
6	Preliminary and Design																												
6.A	Design Plans, Specifications, and Estimates (PS&E)																												-
6.A.	60% PIR, 90% FOR, and Final PS&E																												
	60% PIR																												887.00
	Front End Documents																												14.00
	Roadway Typical Sections																												18.00
	Underdrain Typical Sections																												8.00
	Summary of Approximate Quantities																												70.00
	Quantity Tabulations																												40.00
	Survey Control																												2.00
	Horizontal Control																												22.00
	SUE Plans																												20.00
	Removal Plans																												42.00
	Roadway Plans, Profiles, and Details																												68.00
	Roadway Paving Plan and Details																												55.00
	Grading Plan																												80.00
	Grading Detail Sheets																												116.00
	Drainage, Water Quality, Storm Plan and Profiles and Outfall Plans																												132.00
	Water, Sanitary, and Storm Plans, Profiles, and Details																												152.00
	Underpass Layout, Trail Plans, Profiles, Drainage, and Details																												24.00
	Underpass Retaining Walls, Shoring, Hand Details, Headwall Details																												74.00
	Wall/Abutment Plans, Elevations, Sections, and Details																												168.00
	Railing Details																												60.00
	Misc. Structure Details																												18.00
	Signing and Striping Plans																												33.00
	Landscape Layout, Material Plans, and Details																												4.00
	Planting Plans and Details																												4.00
	Irrigation Plans and Details																												43.00
	Lighting Plans and Details																												73.00
	Underdrain Lighting Plans and Details																												73.00
	Electrical Lighting Plans and Details																												70.00
	Stormwater Management Plans, Reports (2)																												100.00
	Construction Phasing Plans																												26.00
	Maintenance of Traffic Plans																												74.00
	Maintenance of Traffic Plans - Shoplfy																												157.00
	Utility Plans and Matrix	1.0		50.0			52.0																						117.00
	Roadway Cross Sections																												22.00
	Specifications																												66.00
	QA/QC																												52.00
	QA/QC																												142.00
	90% FOR																												-
	Response to up to one (1) round of City and CDOT comments, up to two (2) total																												68.00
	90% Plan Development	1.0		42.0			92.0																						1,103.00
	QA/QC																												164.00
	Final																												-
	Response to up to one (1) round of City and CDOT comments, up to two (2) total																												304.00
	Final PS&E Development																												209.00
	QA/QC																												110.00
	Bid Set																												-
	Response to up to one (1) round of City and CDOT comments, up to two (2) total																												89.00
	Bid Set PS&E Development	2.0		42.0			44.0																						164.00
	QA/QC																												38.00
6.B	ROW Plans																												-
	Plans																					10.0	13.0	18.0	44.0	18.0	18.0	8.0	133.00
6.C	Preliminary Reports																												-
	Traffic Report																												3.00
	Utility Impact Report																												3.00
6.D	Coordination of Design																												-
	Utility Coordination																												25.00
6.E	Floodplain Development Permit																												21.00
		4		134	0	0	148	0	0	0	0	0	0	0	0	0	0	0	0	0	10	13	18	44	18	18	8	5,868.00
		$ 1,040.00	$ 28,812.00	$ -	$ -	$ -	$ 18,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,850.00	$ 2,275.00	$ 2,880.00	$ 5,720.00	$ 2,160.00	$ 1,620.00	$ 1,400.00	1,006,362.00
8	Additional Services																												
	Additional Services																												397.20
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	397.20
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	82,667.00
EXP	Reimbursable Expenses																												
	Reimbursable Expenses								$	10,750.00		$					11,693.00												46,772.49
	Total Labor Fee	$						85,196.00	$	8,850.00		$					98,315.00				$							17,850.00	1,786,720.00
	Total Expense Fee	$							$	10,750.00		$					11,693.00				$							-	46,772.49
	Total Contract Amount (Not to Exceed)																												$ 1,836,492.49

ALTERNATIVES ANALYSIS



alt: a

Pros:
- Intuitive connection to South Street + Downtown
- Minimal impact with proposed athletic plans

Cons:
- Property acquisition costs
- Tight turns required to reach grade
- Revised parking circulation and driveway access
- Indirect alignment required to maximize space for proposed athletic complex

alt: b

Pros:
- Intuitive connection to South Street + Downtown
- Minimal impact with proposed athletic plans
- Reduced canyon effect due to switchbacks

Cons:
- Property acquisition costs
- Long underpass due to diagonal crossing
- Indirect alignment required to maximize space for proposed athletic complex

alt: c

Pros:
- Underpass is in closer proximity to the south street underpass

Cons:
- Grade change results in tight turns on both sides
- Wall height will result in canyon effect on both sides
- Impacts to both Delo empty parcels
- Requires significant underground utility replacement
- Major impact to street frontage along CO-42

alt: d

Pros:
- Clear connection to existing trail on east side of CO-42
- Potential enhancement for future development
- Connection to proposed rail station and parking

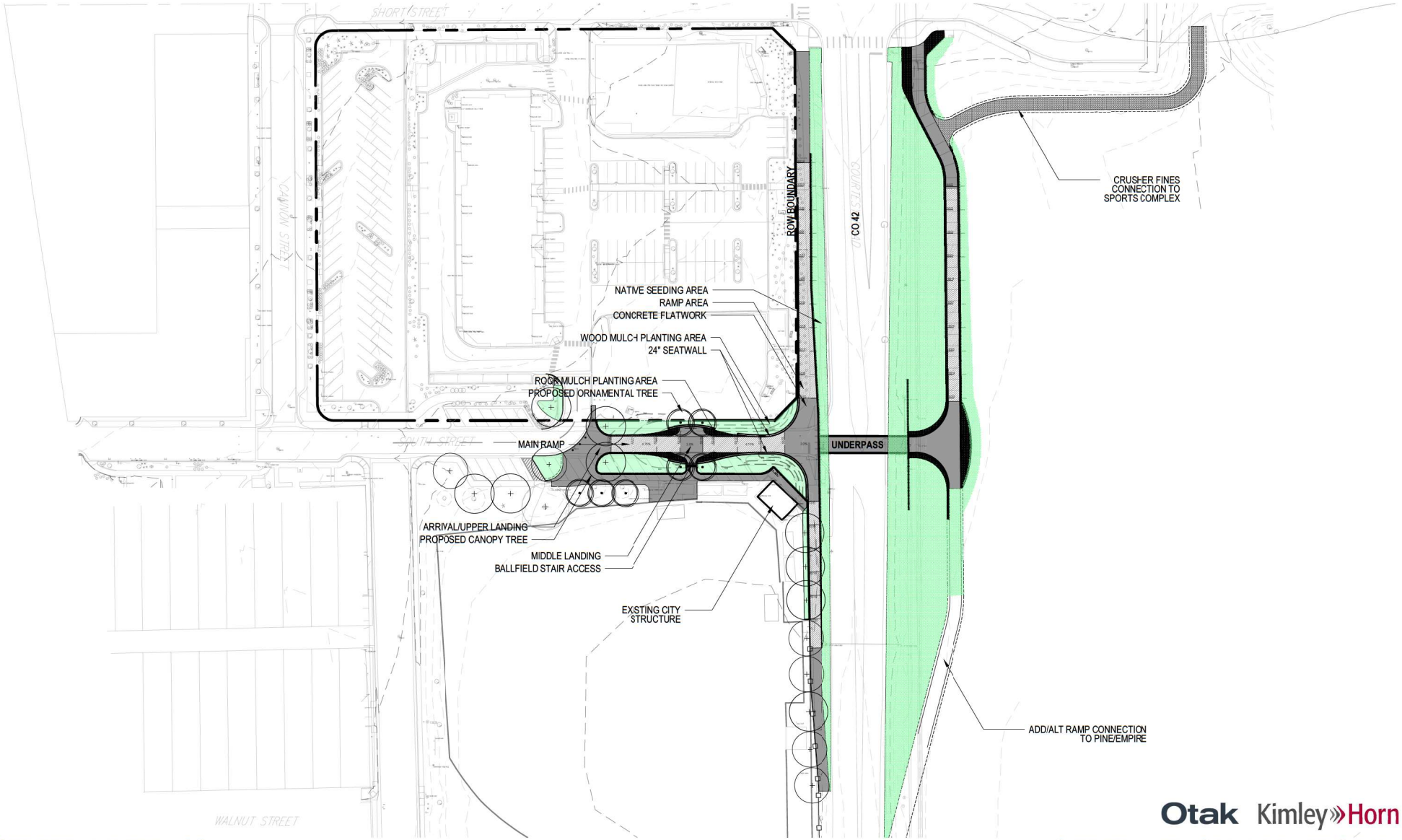
Cons:
- Not an intuitive connection between trail, terminus and underpass location
- Property acquisition costs
- Tight turns required to reach grade
- May be redundant with traffic signal at location

alt: e

Pros:
- Connection to future rail station and parking
- Enhancement opportunities for future development
- Direct connection to sports complex

Cons:
- Less direct route to connect to Downtown
- Property acquisition costs

re:LAND



Otak Kimley»Horn

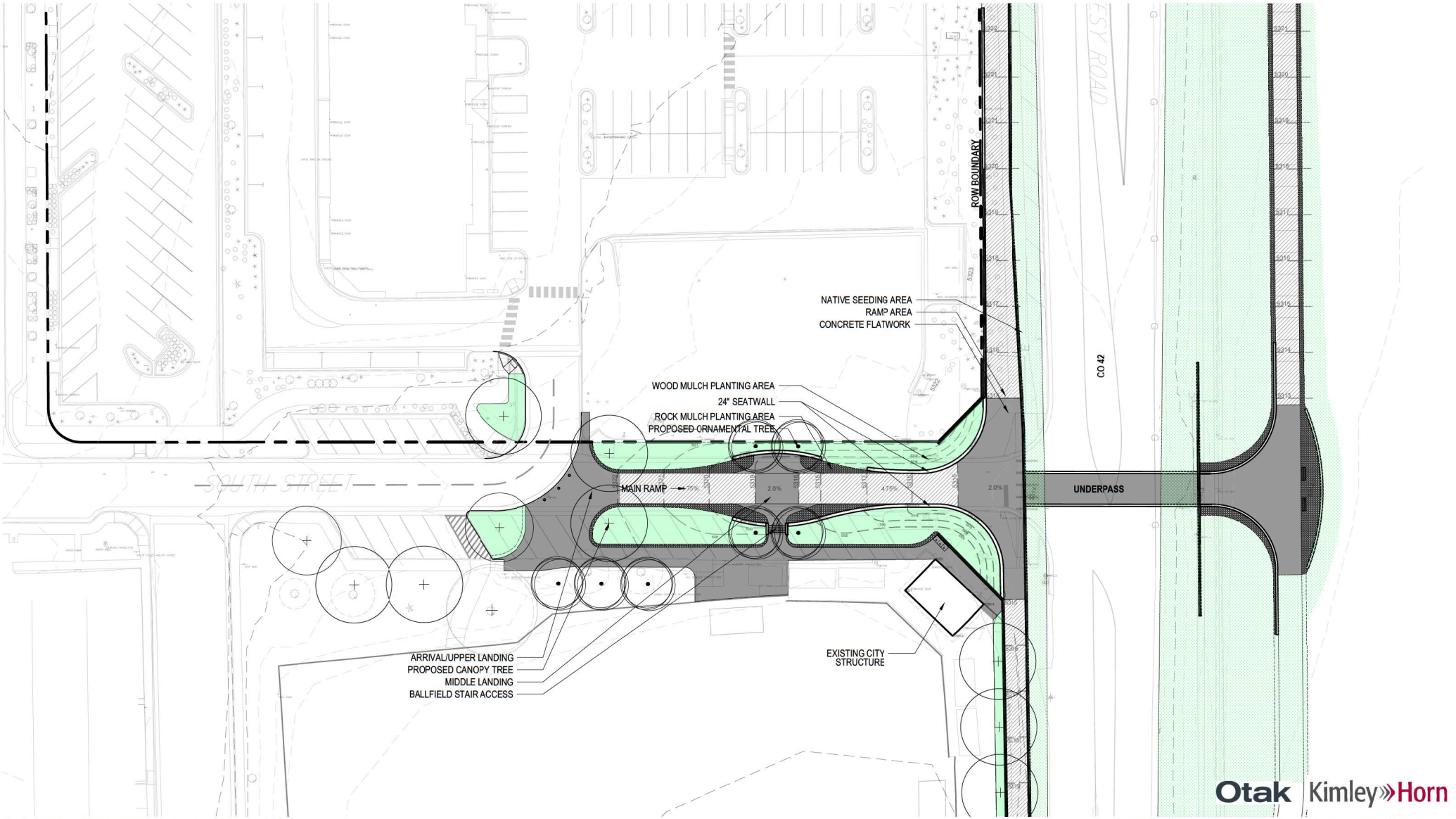
SOUTH STREET UNDERPASS

LOCATION: LOUISVILLE, CO
DATE: 06.10.2025

SITE FRAMEWORK UPDATE STUDY

NORTH
0 20 40 80
ORIGINAL SCALE: 1" = 80'

re:LAND
LANDSCAPE ARCHITECTURE · URBAN DESIGN · LAND PLANNING



SOUTH STREET UNDERPASS

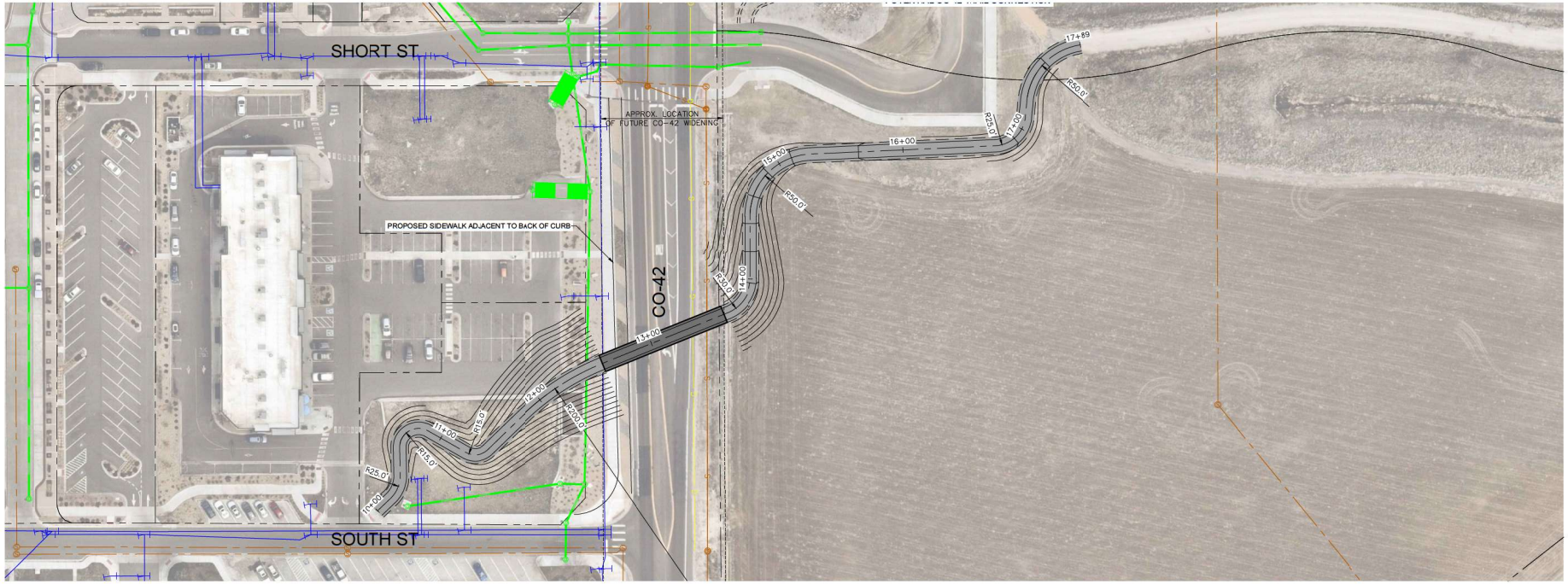
LOCATION: LOUISVILLE, CO
DATE: 06.10.2025

SITE FRAMEWORK UPDATE STUDY

NORTH
0 20 40 80
ORIGINAL SCALE: 1" = 80'

Otak | Kimley»Horn

re:LAND
LANDSCAPE ARCHITECTURE · URBAN DESIGN · LAND PLANNING

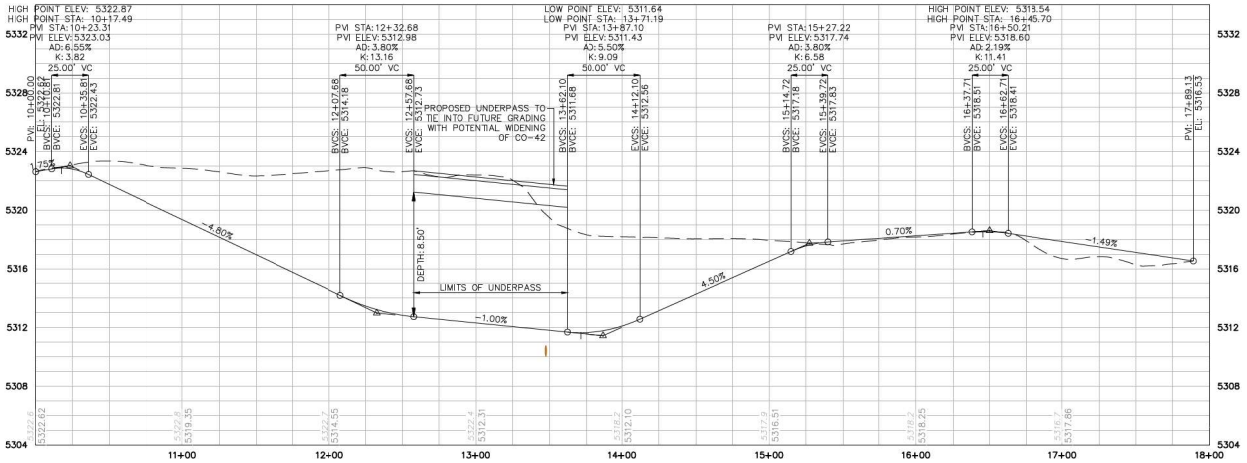


PROS:

- DIRECT CONNECTIVITY TO SOUTH ST UNDERPASS.

CONS:

- PROPERTY ACQUISITION COSTS
- TIGHT TURNS TO GET TO UNDERPASS GRADE ON WEST SIDE OF CO-42.
- LONG UNDERPASS DUE TO DIAGONAL CROSSING.
- NON-DIRECT CONNECTION ON EAST SIDE OF CO-42 TO ALLOW FOR FUTURE PROGRAMMING OF OPEN SPACE.



CO-42 & DELO UNDERPASS PROFILE (ALT C)

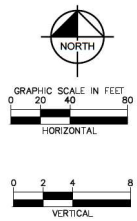
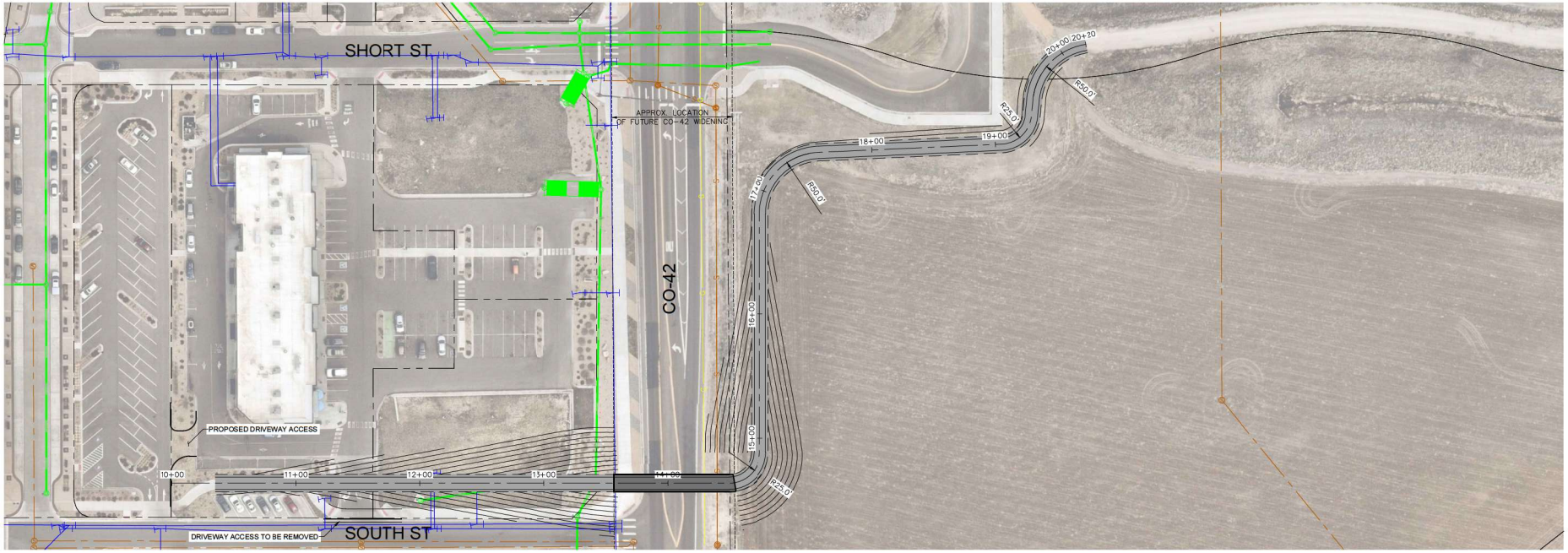


EXHIBIT 3C:
CO-42 & DELO UNDERPASS PLAN AND PROFILE
ALTERNATIVE C

Kimley»Horn

Jul 01, 2021 - 3:24pm / User: fernando.ruiz
M:\Louisville_PublicSector\096489003 - Louisville Underpass Concepts\CAD\References\xCORR-SH42-Short.dwg

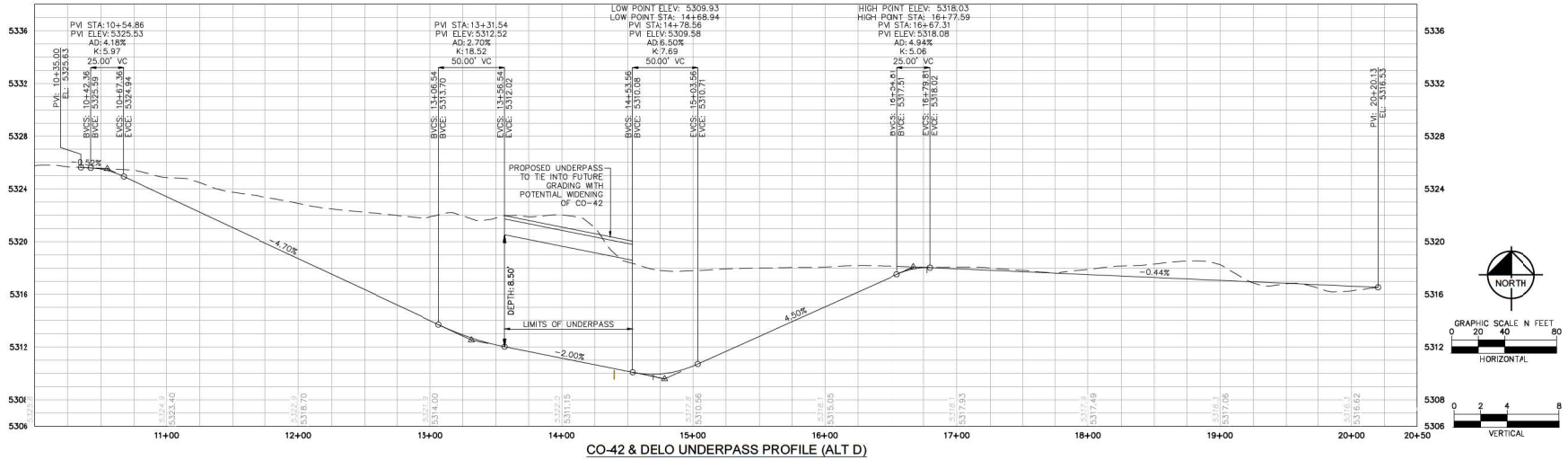


PROS:

- DIRECT CONNECTIVITY TO SOUTH ST UNDERPASS.

CONS:

- PROPERTY ACQUISITION COSTS
- TIGHT TURNS TO GET TO UNDERPASS GRADE ON EAST SIDE OF CO-42.
- REVISED DRIVEWAY ACCESS AND PARKING LOT CIRCULATION NECESSARY.
- NON-DIRECT CONNECTION TO EAST SIDE OF CO-42 TO ALLOW FOR FUTURE PROGRAMMING OF OPEN SPACE.



CO-42 & DELO UNDERPASS PROFILE (ALT D)

EXHIBIT 3D:
CO-42 & DELO UNDERPASS PLAN AND PROFILE
ALTERNATIVE D

Kimley»Horn

Jul 21, 2021 - 3:24pm / User: fernando.ruiz
I:\Louisville\Civil_PublicSector\096489003 - Louisville Underpass Concepts\CAD\XReferences\xCORR-SH42-Short.dwg

SITE CONCEPT AERIAL OBLIQUE ILLUSTRATION - NE VIEW EXPANDED SCOPE - $14,000,000

City of Louisville

Design, Louisville, Colorado

reLAND

SITE CONCEPT AERIAL OBLIQUE ILLUSTRATION - SW VIEW

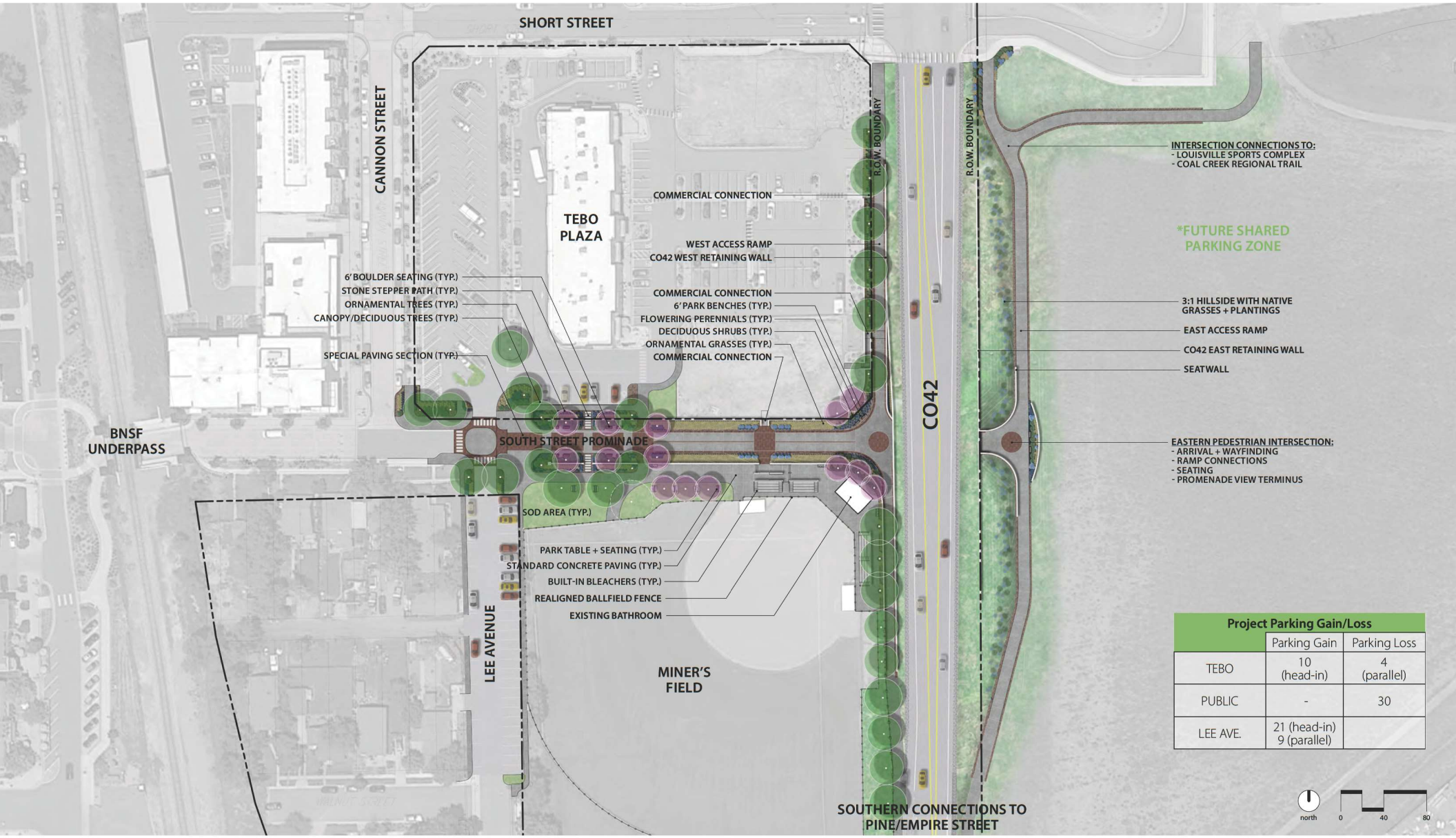
EXPANDED SCOPE - $14,000,000

City of Louisville

SITE DESIGN MASTER PLAN

EXPANDED SCOPE - $14,000,000

City of Louisville



Project Parking Gain/Loss		
	Parking Gain	Parking Loss
TEBO	10 (head-in)	4 (parallel)
PUBLIC	-	30
LEE AVE.	21 (head-in) 9 (parallel)	

re:LAND

July 28, 2025

PROTEST OF THE CLOSING OF SOUTH STREET

From Jean Morgan 1131 Spruce St. (Miners Field Neighborhood) 303 666 4149

I am a 50+ year resident of the Miners Field Neighborhood. In closing South Street the impact will be extreme for our area.

1. Parking at Miners Field will be limited making it more difficult to haul equipment and for parents and friends to park near the field to watch their children's games.
2. It will impact the limited parking in the Tebo Shopping Center.
3. It will impact the Miners Field Neighborhood with parking especially on Lee Avenue.
4. If Lee Avenue is to be widened along right field, historic trees will probably be removed and perhaps the historic scoreboard which years ago had been deemed as historic and not to be removed.
5. Many fans sit along the right field fence along Lee Avenue to watch games. This area may be impacted for fans.
6. The following will be impacted if the ball field parking is removed and South Street is closed and no longer allows right turns only at Hwy 42.
   a) Miners Field residents,
   b) Tebo Shopping Center visitors
   c) the businesses at Cannon/South Streets
   d) the apartment complex on Cannon
   e) the future railroad station passengers
   f) entering/exiting the public parking lot along Short and South Streets
   g) the increase of traffic on Short Street (it is called 'Short St.' for a reason); it cannot handle all the traffic coming from the above if South St. is closed.

SUGGESTION: Pave the west side of Hwy 42 between South and Short Streets along the unused area immediately west of the existing sidewalk for pedestrians and bikers who can easily go one block north to cross Hwy 42 at the light to access the Open Space trails. **Spend the money on something the city really needs!!!**

July 23, 2025

I am a resident of the Miners Field Neighborhood and recently went to a meeting with several city officials about the South Street and the ballpark parking area closure and the Hwy 42 underpass at South Street and Hwy 42. This was the FIRST TIME I was informed of this project! It apparently is a 'dun deal' without any prior notification to the neighborhood or the shopping center business managers affected by this project. This is very disturbing as those of us affected had no knowledge of this project before it apparently is to be done!

This plan removes twenty-three plus parking spaces and handicapped parking for the ball games and will put more parking impact on Lee Avenue as well as our Miners Field Neighborhood streets. It will make it more difficult to find parking during games, more difficult to carry equipment for a game, and will put parking into the shopping center (which will be expanded with a business in the lot on the north side of South Street).

I cannot imagine there would be that amount of bike and pedestrian traffic going under Hwy 42 to warrant this impact! People can also access the area east of Hwy 42 by merely going one block north and crossing safely with the traffic light!

I am not opposed to closing South Street at Hwy 42 (currently a right turn only). We can go one block north to Short Street to access Hwy 42. However, I am TOTALLY AGAINST SHUTTING DOWN Short Street which is the access to the ballfield parking.

Please reconsider this plan and the impact it will have on the neighborhood, the shopping center, ballgame fans, handicapped parking and those ball players carrying field equipment!

Please consider closing only the most eastern 3-4 parking spaces along South Street and leaving the rest of the parking along first base line for parking!

Jean Morgan -1131 Spruce St. Miners Field Neighborhood - 303 666 4149

SUBJECT: **ORDINANCE NO. 1903, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING DISTANCE RESTRICTIONS FOR NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE**

DATE: **SEPTEMBER 16, 2025**

PREPARED BY: **MATT POST, AICP, SENIOR PLANNER**

PRESENTED BY: **MATT POST, AICP, SENIOR PLANNER**

SUMMARY:
This ordinance update proposes a targeted amendment to the City's Natural Medicine regulations to update the method of measurement for the required 1,000-foot separation between Natural Medicine Businesses and schools and child care facilities. The amendment aligns the City's ordinance with State law and responds to a request from City Council to update the method of measurement.

This update does not alter the existing 1,000-foot distance requirement itself, nor does it revise zoning allowances, operational limits, or any other provisions of the City's existing Natural Medicine ordinance.

BACKGROUND / PRIOR DISCUSSIONS:
In November 2022, Colorado voters approved Proposition 122, followed by the adoption of SB 23-290, which together established the state framework for Natural Medicine Businesses. The City of Louisville was required to adopt regulations to allow Natural Medicine Businesses by December 31, 2024. These laws provide that local governments may regulate the time, place, and manner of operation of such businesses, including reasonable distance requirements from sensitive uses such as schools and child care facilities.

Natural Medicine includes psilocybin/psilocyn and, if approved by the State under ongoing rulemaking, may also include dimethyltryptamine (DMT), ibogaine, and mescaline.

Natural Medicine Businesses include a Natural Medicine Healing Center, a Natural Medicine Cultivation Facility, a Natural Medicine Products Manufacturer, and a Natural Medicine Testing Facility.

In accordance with State law, Natural Medicine Businesses must be located at least 1,000 feet from licensed childcare centers, preschools, elementary, middle, junior, and high schools. The State law indicates that those distances shall be measured by direct measurement from the nearest property line of the land used for a school or childcare facility to the nearest portion of the building in which natural medicine services are provided. The law also states, however, that local jurisdictions may vary those distance

restrictions so long as the local jurisdiction does not unreasonably restrict the establishment of Natural Medicine Businesses.

In December of 2024, the City Council considered and adopted Ordinance 1887, Series 2024, coming into compliance with state law and allowing Natural Medicine Businesses to operate in the City of Louisville. The original staff report and supporting materials that led to the adoption of the City's Natural Medicine regulations in December of 2024, including the ordinance, are available here.

With Ordinance 1887, Series 2024, the City adopted a separation distance rule of measurement that varied from the State's approach, applying a property line-to-property line separation requirement. The 1,000-foot buffer is currently measured from the property line of the school or child care facility to the property line of the Natural Medicine Business. This method was adopted both for ease of administration in reviewing applications and to ensure that the Downtown area, where schools and child care facilities are in close proximity to commercial parcels, would remain subject to use restrictions.

The proposed update will include a method of measurement to establish a separation distance that more closely aligns with the language in the State law. Under the proposed ordinance, separation distance is determined by a direct pedestrian route, as measured from the property line of the school or child care facility to the nearest portion of the building containing the Natural Medicine Business use.

ANALYSIS:

Natural Medicine Healing Centers

Natural Medicine Healing Centers are licensed facilities that operate in a manner similar to medical or therapy offices. At these centers, trained facilitators administer Natural Medicine in a supervised setting and provide consultation and follow-up sessions with patients. Sessions typically take 4–6 hours, depending on the treatment. Facilitators are state-certified and trained in areas that include best practices, ethics, regulations, drug effects, and trauma-informed care. State law requires that transportation plans be in place for patients who have received Natural Medicine at a Natural Medicine Healing Center, since operating a motor vehicle while under the influence of Natural Medicine remains prohibited.

Staff anticipate that the proposed update will primarily affect the siting of Natural Medicine Healing Centers. These facilities are currently permitted in areas that also contain a relatively high concentration of schools and child care facilities. Under the City's prior property line-to-property line method of measurement, certain areas, particularly within Downtown Louisville, were not eligible for Natural Medicine Healing Centers. With the adoption of a measurement method based on the direct pedestrian route from property line to nearest portion of the building, it is likely that some areas of Downtown Louisville

may become eligible for the establishment of a Natural Medicine Healing Center. Zone districts where Natural Medicine Healing Centers may be established include:

- Administrative Office (A-O)
- Administrative Office-Transition (AO-T)
- Business Office (B-O)
- Commercial Community (C-C)
- Commercial Business (C-B)
- Residential Mixed-Use (MU-R)
- Planned Community Commercial (P-C)
- Permitted with Special Review Use:
    - Commercial Neighborhood (C-N)
    - Industrial (I)

Natural Medicine Cultivation, Products Manufacturing, and Testing Facilities Summary

The cultivation, manufacturing, and testing of Natural Medicine are light industrial activities that require specialized equipment and processes such as air handling systems, lighting, and chemical storage. Given the zoning districts where these uses are permitted, staff do not anticipate that the ordinance update will significantly affect the siting of these facilities, as there are few schools or child care facilities in these areas. Natural Medicine Cultivation, Products Manufacturing, and Testing Facilities are currently permitted in the Industrial (I) and Planned Community Industrial (P-I) zoning districts.

Proposal

The updated language will retain the 1,000 foot separation but establish a new rule for how the separation measurement is done based on what is a “direct pedestrian route”. The new language defines a direct pedestrian route as the distance measured along the most direct lawful pedestrian route from the nearest property line of the school or child care facility to the portion of the building or unit where the Natural Medicine Business will be located. The measurement must follow designated pedestrian routes, observe all traffic controls, and exclude trespassing or the use of alleys.

Louisville Municipal Code Sec. 17.16.340.B will be updated as follows. Words to be deleted ~~stricken~~; words to be added underlined:

B. *Distance from schools.* No natural medicine business may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be ~~determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine business~~. calculated by measuring the most direct pedestrian route from the nearest

property line of the land use to the nearest portion of the building or unit where the natural medicine healing center use will be located. The measurement shall reflect a safe and lawful walking path, without trespassing or use of alleys, and shall follow designated pedestrian routes, and include right-angle crossings while observing all traffic signals and traffic regulations.

2025 COUNCIL WORK PLAN:
The proposed ordinance update, which revises the method of measuring separation distances between schools and natural medicine businesses, supports the Council's Economic Vitality Work Plan priority. By adopting a more permissive and practical approach, the update reflects Louisville's commitment to maintaining a business-friendly code framework.

FISCAL IMPACT:
Budgeted?: **Not Applicable**

ALTERNATIVE(S):
The City Council may elect not to adopt this ordinance, in which case the original ordinance would remain in effect.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission is considering this ordinance amendment on September 11, 2025. Staff will provide the Planning Commission's recommendation at the September 16, 2025 City Council hearing.

RECOMMENDATION:
Staff recommend approval of Ordinance No. 1903, Series 2025 recommending to the City Council approval of an ordinance amending Title 17 of the Louisville Municipal Code to update the method of measuring required separation distances between Natural Medicine Businesses and schools and childcare facilities.

ATTACHMENT(S):
1. Ordinance No. 1903, Series 2025
2. Ordinance No. 1887, Series 2024
3. Presentation

ORDINANCE NO. 1903
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING DISTANCE RESTRICTIONS FOR NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter"); and

WHEREAS, the People of the State of Colorado approved the citizens' initiative known as "Proposition 122: Access to Natural Psychedelic Substances," which is codified in Colo. Rev. Stat. § 12-170-101, et seq. (the "Enabling Act") in November 2022; and

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of natural psychedelic mushrooms (psilocybin and psilocin) and plant-based psychedelic substances (dimethyltryptamine, ibogaine, and mescaline), hereby referred to as Natural Medicine; and

WHEREAS, the Enabling Act allows for the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities; and

WHEREAS, the Enabling Act allows for the cultivation, product manufacture, and testing of Natural Medicine at licensed facilities; and

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. § 44-50-101, et seq. (the "Regulatory Act"), which establishes licensing requirements and regulations for Natural Medicine businesses, including healing centers, cultivation facilities, and products manufacturers; and

WHEREAS, the Regulatory Act prohibits local governments from banning Natural Medicine businesses within their boundaries, but allows them to adopt and enact ordinances governing the time, place, and manner of the operation of licensed businesses and further allows them to vary the distance restrictions imposed by the Regulatory Act; and

WHEREAS, by Ordinance No. 1887, Series 2024, adopted on December 3, 2024, the City Council established regulations, including distance restrictions for natural medicine businesses; and

WHEREAS, after a duly noticed public hearing held _____, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff

Report dated _____, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

WHEREAS, City Council desires to enact this ordinance amending its regulation of the time, place, and manner of the operation of licensed Natural Medicine businesses by modifying the manner in which the distance restrictions under the Regulatory Act are computed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Section 17.16.340 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.16.340 – Natural medicine businesses

A. *Purpose.* The Colorado Natural Medicine Code, as codified in the Regulatory Act, specifically authorizes the governing body of a municipality to enact an ordinance to regulate the time, place, and manner of the operation of natural medicine businesses.

B. *Distance from schools.* No natural medicine business may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be ~~determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine business~~. calculated by measuring the most direct pedestrian route from the nearest property line of the land use to the nearest portion of the building or unit where the natural medicine healing center use will be located. The measurement shall reflect a safe and lawful walking path, without trespassing or use of alleys, and shall follow designated pedestrian routes, and include right-angle crossings while observing all traffic signals and traffic regulations.

C. *Hours of operation.* The provision of natural medicine services at a natural medicine healing center shall only occur between the hours of 8:00am and 10:00pm.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change

in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF _____, 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

ORDINANCE NO. 1887
SERIES 2024

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE AND AMENDING TITLE 9 TO ESTABLISH PENALTIES FOR UNLAWFUL USE AND CULTIVATION OF NATURAL MEDICINE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the People of the State of Colorado approved the citizens' initiative known as "Proposition 122: Access to Natural Psychedelic Substances," which is codified in Colo. Rev. Stat. § 12-170-101, et seq. (the "Enabling Act") in November 2022;

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of natural psychedelic mushrooms (psilocybin and psilocin) and plant-based psychedelic substances (dimethyltryptamine, ibogaine, and mescaline), hereby referred to as Natural Medicine;

WHEREAS, the Enabling Act allows for the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities;

WHEREAS, the Enabling Act allows for the cultivation, product manufacture, and testing of Natural Medicine at licensed facilities;

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. § 44-50-101, et seq. (the "Regulatory Act"), which establishes licensing requirements and regulations for Natural Medicine businesses, including healing centers, cultivation facilities, and products manufacturers;

WHEREAS, the Regulatory Act prohibits local governments from banning Natural Medicine businesses within their boundaries, but allows them to adopt and enact ordinances governing the time, place, and manner of the operation of licensed businesses and further allows them to vary the distance restrictions imposed by the Regulatory Act;

WHEREAS, after a duly noticed public hearing held October 10, 2024, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated October 10, 2024, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance;

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

WHEREAS, City Council desires to enact this ordinance to regulate the time, place, and manner of the operation of licensed Natural Medicine businesses by identifying the appropriate zoning districts in which Natural Medicine businesses may operate, by modifying the manner in which the distance restrictions under the Regulatory Act are computed, and by regulating the hours of operation for Natural Medicine businesses; and

WHEREAS, the City Council further desires to establish penalties for offenses relating to unlawful use and cultivation of natural medicine.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Louisville Municipal Code Chapter 17.08 (Definitions) is hereby amended by the addition of a new Section 17.08.338 and definitions as follows:

Sec. 17.08.338. – Natural medicine.

A. *Natural medicine* means psilocybin or psilocyn and other substances described in the Regulatory Act as "natural medicine."
B. *Natural medicine business* includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
C. *Natural medicine cultivation facility* means a facility engaged in the cultivation of natural medicine.
D. *Natural medicine healing center* means a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant.
E. *Natural medicine products manufacturer* means a facility engaged in the manufacturing of natural medicine products.
F. *Natural medicine testing facility* means a facility engaged in the testing of and research on natural medicine and natural medicine products.
G. *Regulatory Act* means the Colorado Natural Medicine Code, as codified in Colo. Rev. Stat. § 44-50-101, et seq., as amended.

In addition to the foregoing definitions, other terms used in this title shall have the meanings ascribed to them in the Regulatory Act.

Section 2. Louisville Municipal Code Section 17.12.030 is hereby amended as follows (words to be added are underlined):

Sec. 17.12.030 – Use groups.

Use Groups		Districts																	
		A	A-O	B-O	A-OT	R-RR	SF-R	SF-E	RR-ERL	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	PCZD	MU-R	OS
								*	*	*									
62	Natural medicine healing center	No	Yes	Yes		No	No	No	No	No	No	No	R	Yes	Yes	R			No
63	Natural medicine cultivation facility	No	No	No		No	No	No	No	No	No	No	No	No	No	Yes			No
64	Natural medicine products manufacturer	No	No	No		No	No	No	No	No	No	No	No	No	No	Yes			No
65	Natural medicine testing facility	No	No	No		No	No	No	No	No	No	No	No	No	No	Yes			No

Section 3. Louisville Municipal Code Section 17.13.020 in Chapter 17.13 (Administrative office-transition zone district) is hereby amended as follows (words to be added are underlined):

Sec. 17.13.020 – Use groups

No land shall be used or occupied and no structure shall be designed, erected, altered, used, or occupied, except for one or more of the following uses by right, provided that a use by right may be accompanied by lawful accessory uses and buildings:

A. Professional and business offices;
B. Medical and dental offices and clinics;
C. Studios for professional work or teaching (instruction limited to no more than ten students) of any form of fine arts, photography, music, drama, dance but not including a commercial gymnasium.
D. Natural medicine healing center

Section 4. Louisville Municipal Code Section 17.14.050, Table 1 in Chapter 17.14 (Mixed use zone districts) is hereby amended as follows (words to be added are underlined):

Sec. 17.14.050 – Permitted uses and district specific regulations

* * *

TABLE 1: PRINCIPAL USES ALLOWED IN THE MIXED USE ZONE DISTRICTS		
Yes = Permitted By-Right	No = Not Permitted	
R = Permitted Subject to Special Review		
PRINCIPAL USES	CC	MU-R

* * *

Office Use Group		
Financial institutions—No drive through facility	Yes	Yes
Financial institutions with drive-through facility per CDDSG Section 2.1.2	Yes	No
General research facilities	No	No
Medical and dental clinics	Yes	Yes
Professional and businesses offices	Yes	Yes
Research and development	No	No
Small animal clinics (fully enclosed)	Yes	No
Natural medicine healing center	Yes	Yes

Section 5. Louisville Municipal Code Section 17.16.040 in Chapter 17.16 (General regulations) is hereby amended as follows (words to be added are underlined):

Sec. 17.16.040 – Home occupations

Home occupations shall be allowed as a permitted accessory use governed by the following regulations:

* * *

H. The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area, shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students being instructed at one time); dental offices; medical offices; natural medicine businesses; medical marijuana businesses; medical marijuana optional premises cultivation operations; retail marijuana establishments; retail marijuana cultivation facilities; the painting of vehicles, trailers or boats; private schools with organized classes; radio and television repair; barber and/or beauty shop; welding shops; nursing homes; massage therapy by a massage therapist; sexually oriented businesses; and, irrespective of whether the use may be categorized as a sexually oriented business, any retail or wholesale sales to consumers upon the premises of any types of materials specified in this title which describe or depict specified sexual activities or specified anatomical areas.

Section 6. Louisville Municipal Code Chapter 17.16 (General regulations) is hereby amended by the addition of a new Section 17.16.340 as follows:

Sec. 17.16.340 – Natural medicine businesses

A. *Purpose.* The Colorado Natural Medicine Code, as codified in the Regulatory Act, specifically authorizes the governing body of a municipality to enact an ordinance to regulate the time, place, and manner of the operation of natural medicine businesses.

B. *Distance from schools.* No natural medicine healing center may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine healing center.

C. *Hours of operation.* The provision of natural medicine services at a natural medicine healing center shall only occur between the hours of 6:00am and 12:00am.

Section 7. Louisville Municipal Code Title 9 (Public Peace and Welfare) is hereby amended by the addition of a new Chapter 9.42 as follows:

Chapter 9.42
Offenses Relating to Natural Medicine

Sec. 9.42.010. Definitions.

Natural medicine means dimethyltryptamine, mescaline, ibogaine, psilocybin, or psilocyn, or any other substance listed in Colo. Rev. Stat. § 18-18-434, as amended.

Natural medicine product means a product infused with natural medicine that is intended for consumption.

In addition to the foregoing definitions, other terms used in this chapter shall have the meanings ascribed to them in Colo. Rev. Stat. § 18-18-434, as amended.

Sec. 9.42.020. Underage possession of natural medicine.

(a) It is unlawful for a person under the age of twenty-one (21) to knowingly possess or consume natural medicine or a natural medicine product.

(b) A person convicted of violating this section shall be punished by a fine of not more than one hundred dollars ($100) or not more than four (4) hours of substance abuse education or counseling; except that a second or subsequent conviction is subject to a fine of not more than two hundred dollars ($200), not more than four (4) hours of substance use education or counseling, and not more than twenty-four (24) hours of useful public service.

Sec. 9.42.030. Unlawful display or consumption of natural medicine.

(a) It is unlawful for a person to openly and publicly display or consume natural medicine or a natural medicine product.

(b) A person convicted of violating this section shall be punished by a fine of not more than one hundred dollars ($100) and not more than twenty-four (24) hours of useful public service.

Sec. 9.42.040. Unlawful cultivation of natural medicine.

(a) It is unlawful for a person to knowingly cultivate natural medicine that cumulatively exceeds an area of more than twelve (12) feet wide by twelve (12) feet long in one or more cultivation areas on private property, or for a person who owns, occupies, or controls private property to knowingly allow such cultivation.

(b) Except as provided in subsection (c), it is unlawful for any person to knowingly cultivate natural medicine on private property outside of an enclosed or locked space, or for any person who owns, occupies, or controls private property to knowingly allow such cultivation.

(c) It shall not be a violation of subsection (b), if the person cultivating the natural medicine is twenty-one (21) years of age or older, if the cultivation area is located in a dwelling on private property, and:

(1) If a person under the age of twenty-one (21) lives at the dwelling, the cultivation area itself is enclosed and locked; or

(2) If no person under the age of twenty-one (21) lives at the dwelling, the external locks on the dwelling constitute an enclosed and locked space, but if a person under the age of twenty-one (21) enters the dwelling, the person cultivating the natural medicine shall ensure that access to the cultivation area is reasonably restricted while the person under the age of twenty-one (21) is present on the private property.

(d) A person convicted of violating subsection (a) or (b) shall be punished by a fine of not more than one thousand dollars ($1,000).

Section 8. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still

remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 10. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 11th day of November 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

CITY OF LOUISVILLE SEAL COLORADO

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 3rd day of December 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

CITY OF LOUISVILLE SEAL COLORADO

Genny

received 12/11/24

NOTICE OF PUBLIC HEARING
ORDINANCE NO. 1887, SERIES 2024

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE AND AMENDING TITLE 9 TO ESTABLISH PENALTIES FOR UNLAWFUL USE AND CULTIVATION OF NATURAL MEDICINE

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 4th day of November 2024.

Christopher M. Leh, Mayor

ATTEST:
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:
Kelly PC, City Attorney
PASSED AND ADOPTED ON SECOND AND FINAL READING, this 3rd day of December 2024.

Christopher M. Leh, Mayor

ATTEST:
Genny Kline, Interim City Clerk

Published in the Daily Camera on December 8, 2024.

Full copies available in the City Clerk's Office, 749 Main Street, Louisville, CO 80027.

Second Reading Amendments

Ordinance No. 1887, Series 2024 is revised to read as follows (amendments are show in **bold underline** and **bold strikeout**):

Sec. 17.16.340 – Natural medicine businesses

A. Distance from schools. No natural medicine **healing center business** may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine business.

B. Hours of operation. The provision of natural medicine services at a natural medicine healing center shall only occur between the hours of **6:00am** ~~8:00am~~ and **12:00am** ~~10:00pm~~.

Published: Boulder Daily Camera December 8, 2024-2089455

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Daily Camera*.
2. The *Daily Camera* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Daily Camera* in Boulder County on the following date(s):

Dec 8, 2024

Melissa Najera
Signature

Subscribed and sworn to me before me this 9th day of December, 2024.

Shayla Najera
Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1048836
Ad Number: 2089455
Fee: $76.12

1.4

AFFIDAVIT OF PUBLICATION

received 11/20/24

CAMERA

State of Colorado
County of Boulder

I, the undersigned agent, do solemnly swear that the CAMERA is a daily newspaper printed, in whole or in part, and published in the City of Boulder, County of Boulder, State of Colorado, and which has general circulation therein and in parts of Boulder and Broomfield counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated **November 10, 2024**.

Melissa Najera
Agent

Subscribed and sworn to before me this 14th day of **November, 2024** in the County of Boulder, State of Colorado.

Shayla Najera
Notary Public

ACCOUNT #: 1048836
AD # 208640
FEE: $506.88

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

NOTICE OF PUBLIC HEARING
ORDINANCE NO. 1887, SERIES 2024

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Louisville, Colorado, to be held on Tuesday, December 3, 2024 at the hour of 6:00 p.m., at Louisville City Hall, 749 Main Street, Louisville, CO 80027 or in an electronic meeting, the City Council will hole a Public Hearing on the final passage and adoption of a proposed **ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE AND AMENDING TITLE 9 TO ESTABLISH PENALTIES FOR UNLAWFUL USE AND CULTIVATION OF NATURAL MEDICINE.**

Published in the *Daily Camera* on November 10, 2024 with full ordinance.

Full copies available in the City Clerk's Office, 749 Main Street, Louisville, CO 80027

ORDINANCE NO. 1887
SERIES 2024

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE AND AMENDING TITLE 9 TO ESTABLISH PENALTIES FOR UNLAWFUL USE AND CULTIVATION OF NATURAL MEDICINE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter"); and

WHEREAS, the People of the State of Colorado approved the citizens' initiative known as "Proposition 122: Access to Natural Psychedelic Substances," which is codified in Colo. Rev. Stat. § 12-170-101, et seq. (the "Enabling Act") in November 2022; and

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of natural psychedelic mushrooms (psilocybin and psilocin) and plant-based psychedelic substances (dimethyltryptamine, ibogaine, and mescaline), hereby referred to as Natural Medicine; and

WHEREAS, the Enabling Act allows for the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities; and

WHEREAS, the Enabling Act allows for the cultivation, product manufacture, and testing of Natural Medicine at licensed facilities; and

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. § 44-50-101, et seq. (the "Regulatory Act"), which establishes licensing requirements and regulations for Natural Medicine businesses, including healing centers, cultivation facilities, and products manufacturers; and

WHEREAS, the Regulatory Act prohibits local governments from banning Natural Medicine businesses within their boundaries, but allows them to adopt and enact ordinances governing the time, place, and manner of the operation of licensed businesses and further allows them to vary the distance restrictions imposed by the Regulatory Act; and

WHEREAS, after a duly noticed public hearing held October 10, 2024, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated October 10, 2024, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance;

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

WHEREAS, City Council desires to enact this ordinance to regulate the time, place, and manner of the operation of licensed Natural Medicine businesses by identifying the appropriate zoning districts in which Natural Medicine businesses may operate, by modifying the manner in which the distance restrictions under the Regulatory Act are computed, and by regulating the hours of operation for Natural Medicine businesses; and

WHEREAS, the City Council further desires to establish penalties for offenses relating to unlawful use and cultivation of natural medicine.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Louisville Municipal Code Chapter 17.08 (Definitions) is hereby amended by the addition of a new Section 17.08.338 and definitions as follows:

Sec. 17.08.338. – Natural medicine.

A. *Natural medicine* means psilocybin or psilocyn and other substances described in the Regulatory Act as "natural medicine."
B. *Natural medicine business* includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
C. *Natural medicine cultivation facility* means a facility engaged in the cultivation of natural medicine.
D. *Natural medicine healing center* means a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant.
E. *Natural medicine products manufacturer* means a facility engaged in the manufacturing of natural medicine products.
F. *Natural medicine testing facility* means a facility engaged in the testing of and research on natural medicine and natural medicine products.
G. *Regulatory Act* means the Colorado Natural Medicine Code, as codified in Colo. Rev. Stat. § 44-50-101, et seq., as amended.

In addition to the foregoing definitions, other terms used in this title shall have the meanings ascribed to them in the Regulatory Act.

Section 2. Louisville Municipal Code Section 17.12.030 is hereby amended as follows (words to be added are underlined):

Sec. 17.12.030 – Use groups.

Use Groups	Districts																						
	A	A-O	B-O	A-OT	R-MR	SF-R	SF-E	R-R R-E R-L	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	PCZD	MU-R	OS
• • •																		
62 Natural medicine healing center	No	Yes	Yes			No	No	No	No	No	No	No	No	Yes	Yes	P				No
63 Natural medicine cultivation facility	No	No	No			No	No	No	No	No	No	No	No	No	No	Yes				No
64 Natural medicine products manufacturer	No	No	No			No	No	No	No	No	No	No	No	No	No	Yes				No
65 Natural medicine testing facility	No	No	No			No	No	No	No	No	No	No	No	No	No	Yes				No

Section 3. Louisville Municipal Code Section 17.13.020 in Chapter 17.13 (Administrative office-transition zone district) is hereby amended as follows (words to be added are underlined):

Sec. 17.13.020 – Use groups

No land shall be used or occupied and no structure shall be designed, erected, altered, used, or occupied, except for one or more of the following uses by right, provided that a use by right may be accompanied by lawful accessory uses and buildings:

A. Professional and business offices;
B. Medical and dental offices and clinics;
C. Studios for professional work or teaching (instruction limited to no more than ten students) of any form of fine arts, photography, music, drama, dance but not including a commercial gymnasium.
D. Natural medicine healing center

Section 4. Louisville Municipal Code Section 17.14.050, Table 1 in Chapter 17.14 (Mixed use zone districts) is hereby amended as follows (words to be added are underlined):

Sec. 17.14.050 – Permitted uses and district specific regulations

• • •

TABLE 1: PRINCIPAL USES ALLOWED IN THE MIXED USE ZONE DISTRICTS		
Yes = Permitted By-Right	No = Not Permitted	
R = Permitted Subject to Special Review		
PRINCIPAL USES	CC	MU-R
• • •		
Office Use Group		
Financial institutions—No drive through facility	Yes	Yes
Financial institutions with drive-through facility per CDDSG Section 2.1.2	Yes	No
General research facilities	No	No
Medical and dental clinics	Yes	Yes
Professional and businesses offices	Yes	Yes
Research and development	No	No
Small animal clinics (fully enclosed)	Yes	No
Natural medicine healing center	Yes	Yes

Section 5. Louisville Municipal Code Section 17.16.040 in Chapter 17.16 (General regulations) is hereby amended as follows (words to be added are underlined):

Sec. 17.16.040 – Home occupations

Home occupations shall be allowed as a permitted accessory use governed by the following regulations:

• • •

H. The following uses, because of their tendency to go beyond the limits permitted for home occupations and thereby impair the use and value of the residential area, shall not be permitted as home occupations: auto repair or motorized implement repair; dance, music or other types of instruction (if more than four students being instructed at one time); dental offices; medical offices; natural medicine businesses; medical marijuana businesses; medical marijuana optional premises cultivation operations; retail marijuana establishments; retail marijuana cultivation facilities; the painting of vehicles, trailers or boats; private schools with organized classes; radio and television repair; barber and/or beauty shop; welding shops; nursing homes; massage therapy by a massage therapist; sexually oriented businesses; and, irrespective of whether the use may be categorized as a sexually oriented business, any retail or wholesale sales to consumers upon the premises of any types of materials specified in this title which describe or depict specified sexual activities or specified anatomical areas.

Section 6. Louisville Municipal Code Chapter 17.16 (General regulations) is hereby amended by the addition of a new Section 17.16.340 as follows:

Sec. 17.16.340 – Natural medicine businesses

A. *Purpose.* The Colorado Natural Medicine Code, as codified in the Regulatory Act, specifically authorizes the governing body of a municipality to enact an ordinance to regulate the time, place, and manner of the operation of natural medicine businesses.

B. *Distance from schools.* No natural medicine business may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine business.

C. *Hours of operation.* The provision of natural medicine services at a natural medicine healing center shall only occur between the hours of 8:00am and 10:00pm.

Section 7. Louisville Municipal Code Title 9 (Public Peace and Welfare) is hereby amended by the addition of a new Chapter 9.42 as follows:

Chapter 9.42
Offenses Relating to Natural Medicine

Sec. 9.42.010. Definitions.

Natural medicine means dimethyltryptamine, mescaline, ibogaine, psilocybin, or psilocyn, or any other substance listed in Colo. Rev. Stat. § 18-18-434, as amended.

Natural medicine product means a product infused with natural medicine that is intended for consumption.

In addition to the foregoing definitions, other terms used in this chapter shall have the meanings ascribed to them in Colo. Rev. Stat. § 18-18-434, as amended.

Sec. 9.42.020. Underage possession of natural medicine.

(a) It is unlawful for a person under the age of twenty-one (21) to knowingly possess or consume natural medicine or a natural medicine product.

(b) A person convicted of violating this section shall be punished by a fine of not more than one hundred dollars ($100) or not more than four (4) hours of substance abuse education or counseling; except that a second or subsequent conviction is subject to a fine of not more than two hundred dollars ($200), not more than four (4) hours of substance use education or counseling, and not more than twenty-four (24) hours of useful public service.

Sec. 9.42.030. Unlawful display or consumption of natural medicine.

(a) It is unlawful for a person to openly and publicly display or consume natural medicine or a natural medicine product.

(b) A person convicted of violating this section shall be punished by a fine of not more than one hundred dollars ($100) and not more than twenty-four (24) hours of useful public service.

Sec. 9.42.040. Unlawful cultivation of natural medicine.

(a) It is unlawful for a person to knowingly cultivate natural medicine that cumulatively exceeds an area of more than twelve (12) feet wide by twelve (12) feet long in one or more cultivation areas on private property, or for a person who owns, occupies, or controls private property to knowingly allow such cultivation.

(b) Except as provided in subsection (c), it is unlawful for any person to knowingly cultivate natural medicine on private property outside of an enclosed or locked space, or for any person who owns, occupies, or controls private property to knowingly allow such cultivation.

(c) It shall not be a violation of subsection (b), if the person cultivating the natural medicine is twenty-one (21) years of age or older, if the cultivation area is located in a dwelling on private property, and:

(1) If a person under the age of twenty-one (21) lives at the dwelling, the cultivation area itself is enclosed and locked; or

(2) If no person under the age of twenty-one (21) lives at the dwelling, the external locks on the dwelling constitute an enclosed and locked space, but if a person under the age of twenty-one (21) enters the dwelling, the person cultivating the natural medicine shall ensure that access to the cultivation area is reasonably restricted while the person under the age of twenty-one (21) is present on the private property.

(d) A person convicted of violating subsection (a) or (b) shall be punished by a fine of not more than one thousand dollars ($1,000).

Section 8. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 10. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 4th day of November 2024.

Christopher M. Leh, Mayor

ATTEST:
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:
Kelly PC, City Attorney
PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

570

Christopher M. Leh, Mayor

ATTEST:
Genny Kline, Interim City Clerk

City Council

September 16, 2025

Ordinance No. 1903 Series 2025, recommending approval of an amendment to Title 17 of the Louisville Municipal Code updating separation distance requirements for Natural Medicine Businesses from schools and childcare facilities

Presented by Matt Post, AICP, Senior Planner

City of Louisville

Summary: Natural Medicine Code Update

- Colorado voters passed Proposition 122 in November of 2022
- Decriminalized the possession, cultivation, sharing, and use of psilocybin and other related substances, referred to as "Natural Medicine"
- This State law Permits the supervised use of Natural Medicine and the cultivation, manufacturing, and testing of Natural Medicine at "Natural Medicine Businesses"
- **City Council Adopted Ordinance 1887, Series 2024 in December of 2024, permitting Natural Medicine Businesses in the City of Louisville**

City of Louisville

Proposal

- This amendment includes an update to the rule of measurement for the 1,000-foot separation requirement between Natural Medicine Businesses and schools and child care facilities.
- Previous method instituted a property line-to-property line rule of measurement
- Updated rule of measurement proposes and direct pedestrian route, measured from property line of school to nearest portion of building containing a Natural Medicine Business use.

City of Louisville

Proposed Language

Distance from schools. No natural medicine business may be located within one thousand (1,000) feet of a child care center; preschool, elementary, middle, junior, or high school; or a residential child care facility. The distance shall be ~~determined by a direct measurement from the nearest property line of the land used for a school or for child care to the nearest property line of the site containing the natural medicine business~~. calculated by measuring the most direct pedestrian route from the nearest property line of the land use to the nearest portion of the building or unit where the natural medicine healing center use will be located. The measurement shall reflect a safe and lawful walking path, without trespassing or use of alleys, and shall follow designated pedestrian routes, and include right-angle crossings while observing all traffic signals and traffic regulations.

City of Louisville

Natural Medicine Healing Centers

- **Natural Medicine Healing Centers**
  - Licensed facilities, similar to medical or therapy offices.
  - Facilitators trained in best practices, ethics, regulations, drug effects, and trauma-informed care.
  - State law requires transportation plans; driving under the influence remains prohibited.
- **Impact of Proposed Update**
  - Update primarily affects siting of Healing Centers.
  - These facilities are allowed in areas with higher concentrations of schools and childcare.
  - Previous property line-to-property line rule limited siting, especially in Downtown Louisville.
  - New pedestrian-route measurement may open eligibility for Downtown locations.

City of Louisville

Natural Medicine Business Recommendation

Ordinance No. 1903 Series 2025, recommending approval of an amendment to Title 17 of the Louisville Municipal Code updating separation distance requirements for Natural Medicine Businesses from schools and childcare facilities

Planning Commission is considered this amendment on September 11, 2025

City of Louisville