

SUBJECT: RESOLUTION NO. 100, SERIES 2025 - A RESOLUTION
APPROVING A CONSTRUCTION CONTRACT WITH JACOBS
INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY FOR
THE CITY'S CONDUIT EXTENSION PROJECT

DATE: DECEMBER 16, 2025

PREPARED BY: DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER

PRESENTED BY: DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER

SUMMARY:

Staff requests Council approve a construction contract in the amount of \$118,765.00 with Colorado Boring Company for the installation of underground conduit alongside South 104th Street and alongside Empire Road. Currently several sites receive network internet and application access through another site. They are daisy chained one after the other. If one site is lost for any reason all sites behind the one that failed also go down. This work will progress the City towards a redundant fiber loop, increasing resilience to outages. This can be thought of as turning a straight line into a ring so that if one site goes down the others remain working. This underground conduit, over a couple years of construction, provides the path to install fiber optics to complete this ring.

BACKGROUND / PRIOR DISCUSSIONS:

Council approved funding for 2024 and 2025-2026 for the purposes of installing underground conduit to establish redundant fiber pathways within the City of Louisville (known as Capital Improvement Project request 52 – Middle Mile Fiber Enhancements, pg. 217 of the [2025-26 Budget](#)). The project anticipates funding of \$300,000 spread over three years. The 2024 work came in lower than the budgeted amount, and the remainder was rolled into 2025. This work, paired with the 2026 work, will complete the conduit loop, and staff will work through the 2027-2028 budget process to request funding for installation of fiber and auxiliary connections as needed.

This conduit will work towards completing the ring to connect City Services to the Wastewater Treatment Plant. This conduit will also provide network access to the cemetery where network has been requested for an information kiosk a few times over the years. It also brings the Tech Center lift station onto fiber for additional capabilities beyond the current serial radio communications.

Staff began defining the Request for Proposal (RFP) processes to select an underground boring contractor to install conduit pathway between the City Services complex and Wastewater Treatment Plant. During this process, Staff learned that the City of Lafayette completed an RFP process to select a vendor for the completion of the same type of work

in 2024. Staff contacted Lafayette to discuss their experience working with the vendor that was selected and learn details about the RFP process that was completed.

Staff utilized the findings from the completed City of Lafayette RFP and contacted Colorado Boring Company to establish a scope of work and quote not to exceed \$120,000.

ANALYSIS:

Section V of the [City's Purchasing Policies](#), Bidding, encourage cooperative purchasing where feasible. In this case, the City of Lafayette had recently completed a competitive bid process for a very similar project. Lafayette received seven responsive proposals. Staff reviewed and found that Jacob's Investments, LLC, DBA Colorado Boring Company, demonstrated exemplary experience completing these projects in Colorado at a very competitive price. Louisville used that information to select a vendor, saving the time and resources associated with what would have been a duplicative bidding process. A summary of the Lafayette bid information is available online in [Lafayette's December 17, 2024 council meeting agenda and packet](#) (starting on pg. 54). Additional materials are available upon request.

This construction contract would allow the completion of approximately one half of the remaining proposed underground conduit pathway between the City Services Complex and the Wastewater Treatment Plant, with the remaining work to complete the conduit loop budgeted and anticipated to be completed in 2026.

Once underground conduit is in place between the City Services Complex and Wastewater Treatment Plant, fiber optic cable can be installed between the two sites for redundant fiber optic pathways. Redundant pathways would allow the City network to continue functioning in the event of a fiber cut, conduit damage, or failed network equipment, limiting the outage to a single site.

Currently the city network is missing network pathways, resulting in locations being vulnerable to network, internet, and application outages resulting from any of the above listed risks.

The Information Technology Department has worked closely with the Public Works team throughout this project and is also seeking opportunities for efficiencies, such as pairing with existing work, to enhance the City's fiber capabilities while being strategic with funding and resources. For example, the departments are working alongside existing fiber projects, such as those by Zayo and Intrepid, to reduce the amount of conduit the City needs to install and set the City up to meet future needs. These partnerships result in significant savings to the City.

2025 COUNCIL WORK PLAN:

Middle Mile Conduit is not specifically identified in the 2025 work plan; however, it does relate to and support the following work plan items:

1. Core Services – “Building the Foundation” pertaining to reliable technology
2. Safety – “Preparedness” pertaining to enhancing reliable networking and communications for the Police department as well as providing for future expansion of cellular service through potential leasing of City owned fiber optic where no other fiber optic exists.

FISCAL IMPACT:

Budgeted?: Yes

The 2025 budget currently has \$120,221 available for the project, \$100,000 originally budgeted in 2025 and \$20,221 carried over from 2024. The 2026 budget has an additional \$100,000 available to continue this work.

ALTERNATIVE(S):

One alternative is to not install the underground conduit pathway and to continue to utilize the City’s fiber network as is without redundant pathways. Failing to implement redundant fiber pathways presents risks from power outages, failed hardware, and damage to existing underground fiber and conduit. Without redundant pathways, the City risks potentially isolating as many as seven locations from internet, network, and application access for the duration of the outage until repairs are completed.

A second alternative is to lease dark fiber or wavelength fiber through third party service providers to establish redundant fiber paths. Staff have explored this option in the past and found that the upfront construction costs and monthly recurring costs proposed by several service providers to maintain the same level of service expected from installing City owned fiber to be unreasonable when compared with the construction costs and expected life span of City-owned fiber.

RECOMMENDATION:

Staff recommend the City Council approve the contract with Colorado Boring Company, approve spending for an amount not to exceed \$120,221, and authorize the Mayor 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.

ATTACHMENT(S):

1. Resolution No. 100, Series 2025
2. Construction Contract

**RESOLUTION NO. 100
SERIES 2025**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JACOBS
INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY**

WHEREAS, a Construction Contract has been proposed between the City and Jacobs Investments, LLC d/b/a Colorado Boring Company for the City's Conduit Extension 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 between the City and Jacobs Investments, LLC d/b/a Colorado Boring Company for the Conduit Extension Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Contract 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 December 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

CONSTRUCTION CONTRACT Conduit Extension Project

This Agreement is made and entered this _____ day of _____, 2025 (the “**Effective Date**”) by and between the CITY OF LOUISVILLE (“**City**”), a Colorado home rule municipal corporation, and JACOBS INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY, a Colorado limited liability company (the “**Contractor**”).

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work – Price. The Contractor agrees to perform for the City all of the work set forth in **Exhibit A** attached hereto and incorporated herein by reference (the “**Work**”). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed **One Hundred and Twenty Thousand Dollars (\$120,000.00)**. Unit prices and unit costs for the Work shall not exceed those shown in **Exhibit B**. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. Contract Documents. The Work shall be done in strict accordance with all scope of Work documents attached hereto as **Exhibit A** and with the following additional documents: Proposed Pathway Map. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville in accordance with the Louisville Municipal Code and shall pay the required fees for such license.

4. Relationship of Contractor to City. Contractor covenants to furnish its best skill and judgment and to cooperate with the City’s Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the

best way and in the most expeditious and economical manner consistent with the interests of the City.

5. Project and Field Manager. The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Daniel Woolridge. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is Daniel Woolridge. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, on or before July 31, 2026. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

7. Price of Work - Payment. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. The contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its 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 work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The Contractor'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.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor 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. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. 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 as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

(2) Comprehensive General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$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 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 \$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 Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Work. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

c. The policies required above, except for the Workers' Compensation and Employers Liability insurance, shall be endorsed to include the City, and its officers and

employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance 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 subject to review and approval by the City. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

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 City may immediately terminate the 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 City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, 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.

g. If the contract price set forth in Section 1 exceeds \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State

of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. § 38-26-101, et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. The Project Manager is authorized to approve any change order which does not increase the price of the Work. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

18. 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.

19. Inspection and Audit. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

20. 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 Work are and shall remain the sole and exclusive property of the City. 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

21. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

22. Enforcement; Governing Law. a. Except as provided in Section 12, in the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

b. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the exclusive jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

23. Integration. 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.

24. 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 email 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, CO 80027
e-mail: dlangle@louisvilleco.gov

If to the Contractor:
Colorado Boring Company
Attn: Lloyd Seaton

3813 Canal Dr
Fort Collins, CO 80524
email: lloyd@coboring.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

25. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. 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.

b. The Contractor shall be in compliance with the appropriate provisions of the American 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 purchase order or contract and with any new purchase order or contract issued by the City.

26. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS**

OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

27. 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 Contractor, 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 Contractor receiving Work or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28. Subcontractors. Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

29. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

ATTEST:

By: _____
Christopher M. Leh, Mayor

Genny Kline, City Clerk

CONTRACTOR
Jacobs Investments, LLC d/b/a Colorado Boring Company

By: Lloyd Seaton_____

Title: Manager_____

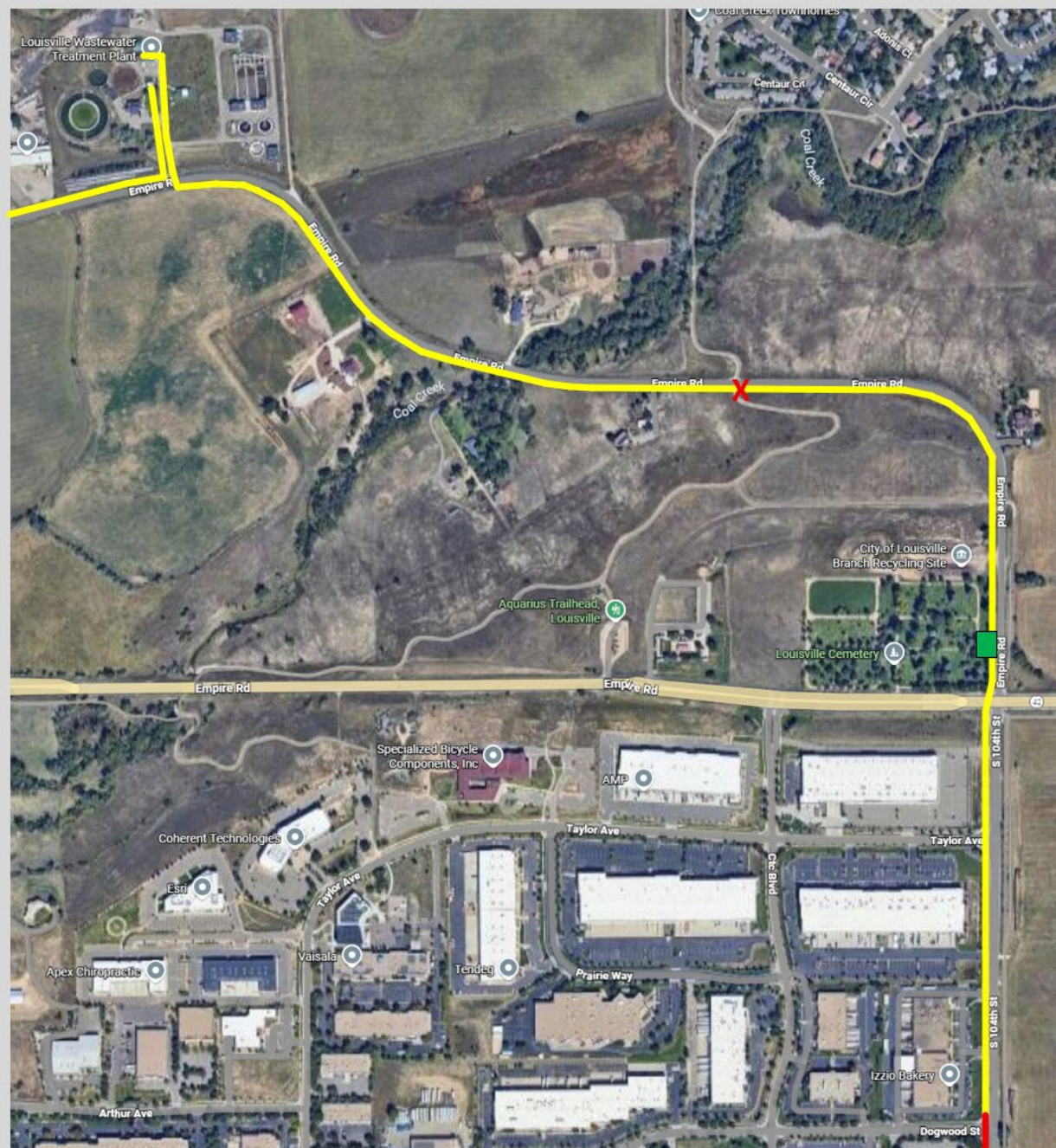
EXHIBIT A

Scope of Work

All work is expected to be turnkey and ready for utilization and installation of fiber by third party contractors upon completion.

- Underground bore quantity 1x, 2" Conduit from the approximate beginning and to at least the approximate ending locations as noted below. Any funds not utilized to meet this minimum distance should be used to continue along the proposed pathway until funds are exhausted
 - Approximate starting location – North West Corner of Intersection of Dogwood St and South 104th Street
 - Approximate ending location - the intersection of Empire Rd and Coal Creek Trail.
 - All new conduit will include tracer wire either physically affixed to the conduit or placed within the conduit
 - All new conduit will include mule tape with a rating of at least 1800lb placed within the conduit.
 - Proposed pathway is indicated in Appendix A
- New underground conduit is to intercept existing vaults placed in 2024.
- If upon review of the proposed work, the preferred pathway is on the east side of Empire Road, underground bore quantity 1x, 2" Conduit from the "Large" vault east of Empire Road to a "Small" vault placed near the entrance of the Cemetery on the west side of Empire Road.
- A "small" vault (24"x36"x24") shall be placed every 500 to 700 feet as topology permits and on each side of any intersection or roadway crossed.
- A "large" vault (30"x48"x24") will be placed outside the entrance to the Louisville Cemetery allowing for a future splice case location.
- Contractor is responsible for all applicable permits necessary to complete the proposed work
 - To the extent possible, the City agrees to waive any permit fees within its purview
 - Any traffic control plans are the responsibility of the contractor
- Upon completion of work, boring logs and as-builts will be provided to the City

Appendix A



Proposed Pathway

Existing Pathway

"Large" Vault

X Minimum Completion Distance

**EXHIBIT B
Pricing Information**

COLORADO BORING Co.

3813 Canal Dr. Ft. Collins, CO. 80524
970-494-1996 FAX 970-494-4449

Company City of Louisville
Address 749 Main St
City, State Louisville CO 80027
Phone 303.335.4569
dwooldridge@louisvilleco.gov

Date 11/4/2025
PO # _____
Rep Lloyd
Contact Daniel

Qty	Description		Unit Price	Total
2500	Directional Bore	LF	\$ 18.00	\$ 45,000.00
10	Traffic Management	DY	\$ 985.00	\$ 9,850.00
7	Install Pull Box small	EA	\$ 650.00	\$ 4,550.00
7	24x36x24 Pull Box	EA	\$ 900.00	\$ 6,300.00
55	Pothole Existing Utilities	EA	\$ 365.00	\$ 20,075.00
55	Restore Potholes	EA	\$ 185.00	\$ 10,175.00
1	Permit Management	LS	\$ 650.00	\$ 650.00
1	Traffic Control Plans	LS	\$ 600.00	\$ 600.00
1	Locate Management	LS	\$ 450.00	\$ 450.00
1	Mud Control/Disposal	LS	\$ 2,200.00	\$ 2,200.00
1	Mobilization/set up fee	LS	\$ 2,200.00	\$ 2,200.00
1	Misc Connectors/Supplies	LS	\$ 285.00	\$ 285.00
25	Supervisor	HR	\$ 125.00	\$ 3,125.00
2500	2" HDPE Conduit	LF	\$ 2.00	\$ 5,000.00
1	30x48x24 Pull box	EA	\$ 1,850.00	\$ 1,850.00
1	Install Pull Box large	EA	\$ 900.00	\$ 900.00
2500	Furnish/Install Tracer wire	LF	\$ 0.85	\$ 2,125.00
1	Engineering As Builts	LS	\$ 1,500.00	\$ 1,500.00
1	Digital bore Logs	LS	\$ 1,200.00	\$ 1,200.00
20	Flagger/ Traffic	HR	\$ 32.00	\$ 640.00
				\$ -
				\$ -
	This will get new conduit to north of the			\$ -
	Cemetery			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal \$ 118,675.00

Taxes

Total \$ 118,675.00

Job Location
Dogwood/104th st-Empire Rd/104th st
Louisville CO

Thank You