

**SUBJECT: RESOLUTION NO. 62, SERIES 2025 – A RESOLUTION
APPROVING AN AGREEMENT FOR THE 2025 PHASE TWO TRAIL
WAYFINDING SIGNAGE PROJECT**

DATE: SEPTEMBER 2, 2025

PREPARED BY: BRYON WEBER, PROS PROJECT MANAGER

**PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR
BRYON WEBER, PROS PROJECT MANAGER**

SUMMARY:

Staff requests Council approve an agreement with E3 Enterprises, Inc., DBA E3 Signs for the fabrication and installation of trail wayfinding signage on the city's "Lake to Lake" trail. The work under this agreement is phase two of a multi-phase project to install signage along 7 primary, branded trails throughout the city.

Similar to phase one, completed in 2024 along the "Powerline Trail", the proposed installation includes a variety of post-mounted signs, arrows, information boards and maps in addition to pavement markings. Phase two comprises ~5 miles of trail and begins at the south end of Davidson Mesa Open Space along the Highway 36 bikeway. The trail continues northeast and connects to Harper Lake before turning east towards Lake Park where it is collocated with the Goodhue Ditch Trail. The trail then continues northeast to Hecla Lake Open Space with the potential to further connect to Waneka Lake Park through collaboration with the City of Lafayette.

This agreement represents a sole-source award to continue partnership with e3 Signs, who successfully and satisfactorily completed the phase one fabrication and installation. E3 Signs was selected in 2024 following a competitive bidding process. Competitive bidding results can be found in the background section below.

With Council's approval, fabrication work will begin in the fall of 2025 with installation beginning in late 2025 and potentially going into early 2026.

BACKGROUND / PRIOR DISCUSSIONS:

- The trail wayfinding project was envisioned and developed by the Open Space Advisory Board in collaboration with Open Space Division staff.
- It's been a long-standing initiative for both staff and board members with foundational design and public outreach dating back to at least 2015.
- Design advancements were pursued in 2021, with \$15,000 allocated for further development of the signage components now being implemented.

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- Consultant Micheal Baker Assoc received the 2021 award for design development and a final branding package for the 7 trails was delivered in spring of 2023.
- In 2024 \$100,000 was allocated using proceeds from the Conservation Trust Fund (CTF) for fabrication and installation of phase one, with an additional \$15,000 carried forward from the 2023 CTF budget.
- The “Powerline Trail” was selected for phase one and a competitive bidding process was completed in spring of 2024. The bids received were as follows:

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

- *While Freeman Signs was the lowest bidder, their pricing did not include the requested services for pavement striping.
- E3 Signs was therefore the lowest bidder with a complete and accurate proposal and was determined to be best value to the city due to their ability to provide all elements needed for project completion.
- An award was made to E3 Signs and signage installation for the Powerline Trail was completed in 2024.
- In 2025, an additional \$300,000 was approved by City Council as a component of the 2025-2026 budget and allocated from the CTF with the goal of funding the signage for the additional 6 branded trails.
- Lake to Lake Trail was selected for phase two and staff have identified and mapped the various components needed for the ~5 miles of trail, including dual signage for the .85 mile portion collocated with the Goodhue Ditch Trail.
- While signage will be the same style as the Powerline Trail, minor modifications are proposed to address feedback from phase one including: 1) raising the mounting heights of some components to improve legibility and 2) incorporating notices for speed limits and e-bike regulations, both of which resulted from recent policy adoptions.
- With the current inventory of locations and quantities, staff obtained unit pricing updates from E3 Signs to develop a cost proposal for phase two see Exhibit D for pricing details.

ANALYSIS:

A majority vote from Council is needed to award and execute the agreement with E3 Signs in the amount of \$122,550.07 for the purpose of completing fabrication and installation of phase two wayfinding signage for the Lake-to-Lake trail.

Approval would also authorize staff to spend up to an additional \$12,500 on potential contingency needs (approximately 10% of contract value). This approval would therefore result in authorization of total spending not-to-exceed \$135,050.07.

Council should consider that prices for many signage elements are increasing, consistent with industry trends. Certain materials and components reflect price increases of 20-50% from phase one just a year ago. Therefore, staff are eager to move forward with completion of this phase (and others) before potential additional increases further stretch the available funds. This sense of urgency with the planning and installation efforts will be included with future phasing contract requests. Staff and Open Space Advisory Board members are eager to continue project implementation after 10+ years of discussion and appreciate City Council's consideration.

2025 COUNCIL WORK PLAN:

Trail wayfinding signage is not specifically identified in the 2025 work plan; however, it does relate to and/or support the following work plan items:

- 1) Core Services – “Building the Foundation” pertaining to city facility development.
- 2) Core Services – “PROS Trails Master Plan” as the rollout of the 7 branded trails is anticipated to be a key aspect of the future PROS Long-Range Plan and Trails Master Plan.
- 3) Core Services – “Transportation Infrastructure” as the signage supports multi-modal use of the trail system, including regional connectivity.

FISCAL IMPACT:**Budgeted?: Yes**

The 2025 budget (combining two CTF wayfinding line items) currently has \$366,755.80 available for the project. \$63,755.80 is left over from phase one and carried forward from 2024 CTF fund whereas the other \$300,000 originated in the 2025 CTF fund.

A table of funds and anticipated expenditure is outlined below.

Available Budget	
Acct. No. 202511-660015 Wayfinding & Signs	\$63,755.80
Acct. No. 202511-660306 Trail Wayfinding Signage Impl.	\$300,000.00
Total Available:	\$363,755.80
Anticipated Expenditures	
E3 Signs	\$122,550.07

Contingency (~10%)	\$12,500.00
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Total Not-to-Exceed:	\$135,050.07
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Budget Remaining	\$228,705.73
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ALTERNATIVE(S):

One alternative is to reduce the scope of the project by only installing pavement markings. This would provide the bare minimum of information for navigating the trail system, however, would not satisfy other purposes of the project such as replacing deteriorated regulatory signage, displaying maps of the overall trail system or providing posts for dog waste bag dispensers.

A second alternative would be to put the phase two package back out for competitive bidding. While obtaining lower pricing is possible, staff does not anticipate that to be the result given a sizable jump in pricing between E3 and the majority of the other 2024 bidders capable of completing all aspects of the work and the existing fabrication templates already being in place from phase one. This would also increase the amount of time required to complete the work as staff would need to develop additional construction documents for any potential new candidates and then allocate time for the bidding process itself.

RECOMMENDATION:

Staff recommend the City Council award a contract to E3 Signs, approve spending for an amount not-to-exceed \$135,050.07 and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 62, Series 2025
2. Wayfinding overview with photos
3. Agreement
4. Contract Documents

**RESOLUTION NO. 62
SERIES 2025**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE 2025 PHASE TWO TRAIL
WAYFINDING SIGNAGE PROJECT**

WHEREAS, an Agreement has been proposed between the City and E3 Enterprises Inc. d/b/a E3 Signs for the 2025 Phase Two Trail Wayfinding Signage Project (the "Project"); and

WHEREAS, by this resolution the City Council desires 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 E3 Enterprises Inc. d/b/a E3 Signs for the Project (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The City Council hereby approves an additional \$12,500.00 in contingency for the Project for a total not-to-exceed amount of \$135,050.07. The Parks, Recreation & Open Space Director is authorized to execute change orders to the Agreement in a total amount not to exceed \$12,500.00 if deemed necessary for the Project.

Section 3. The Mayor and City Clerk are 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 2nd day of September 2025.

Christopher M. Leh, Mayor

ATTEST:

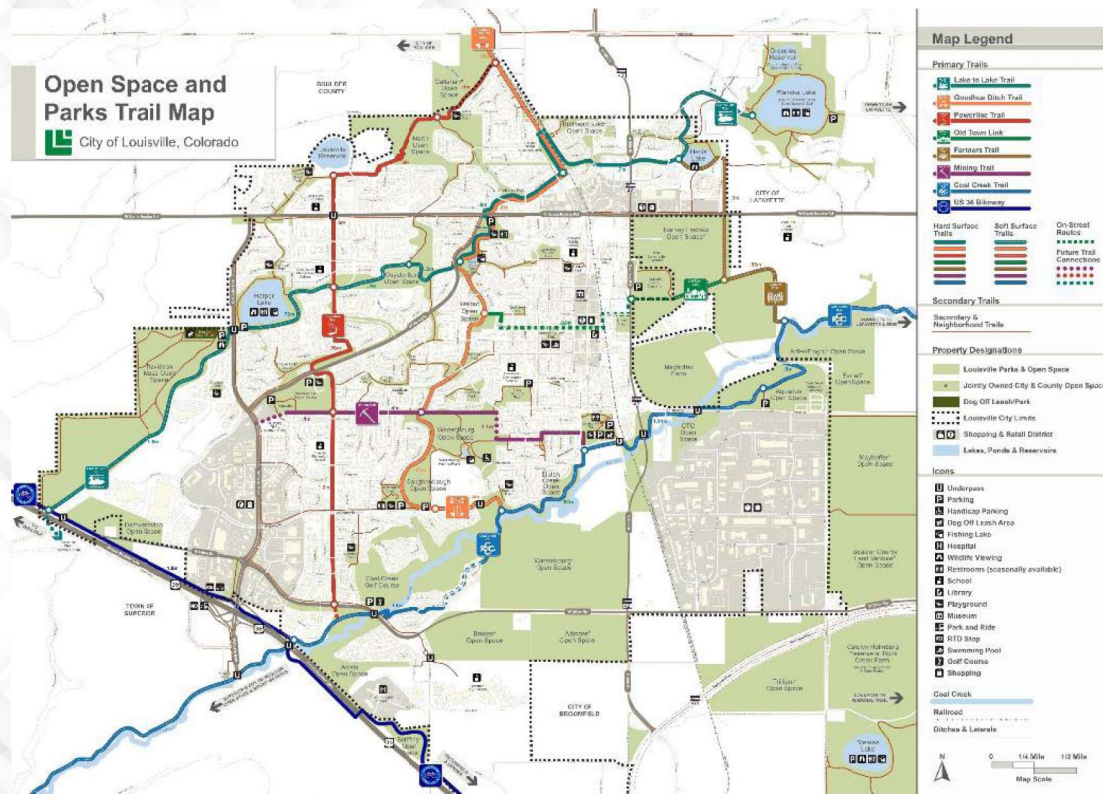
Genny Kline, Interim City Clerk

Wayfinding & Signage Project



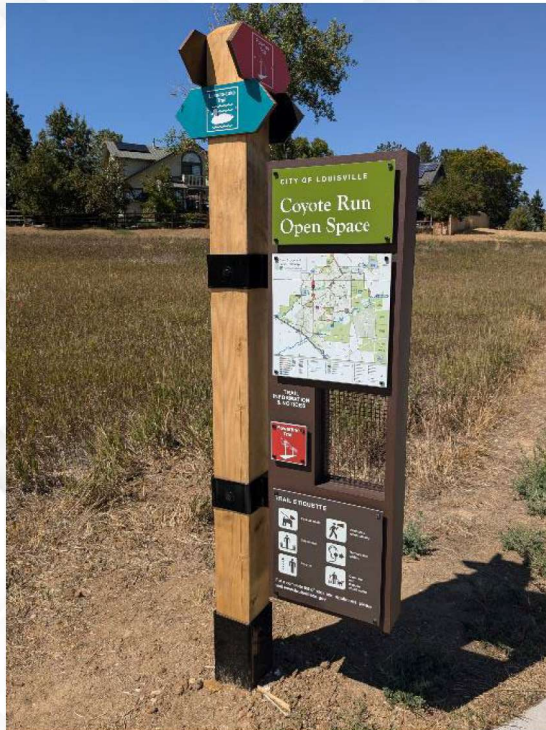
- Routing and Branding of 7 primary trails across the city
- Development of detailed signage family for branding, wayfinding, property identification, etc.

Louisville's Trail System

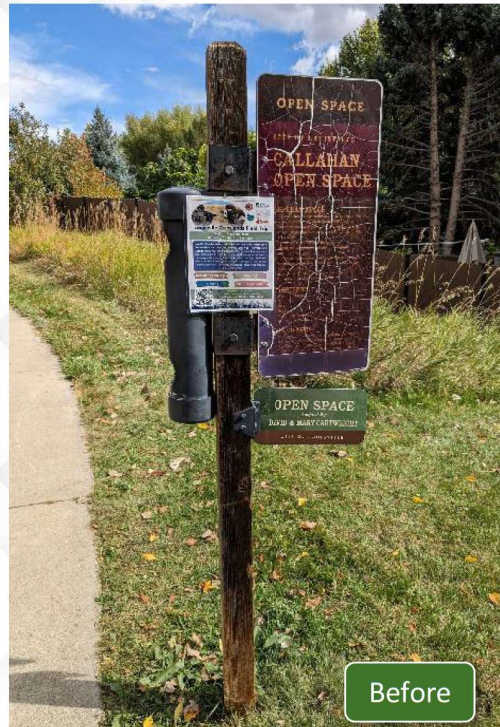


- 32 miles of trails
- Network traverses a variety of city park and open space properties
- Facilitates regional trail connections to Superior, Lafayette, Boulder County and HWY 36

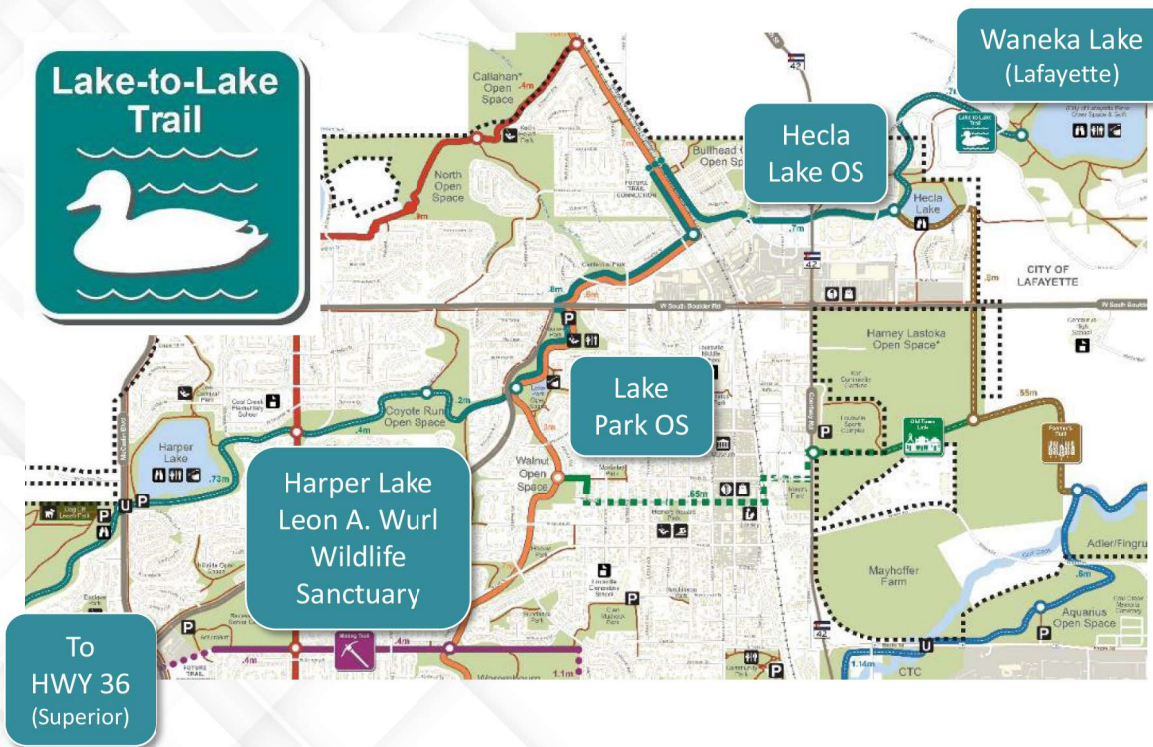
Phase One – Powerline Trail



Before & After



Phase Two – Lake to Lake Trail



- Connects 3 cities, 4 lakes and 6 open space properties
- ~5 miles in length, with .85 miles overlapping with Goodhue Ditch Trail
- Over 300 signage elements proposed at 103 unique locations.

AGREEMENT

THIS AGREEMENT is made and entered into this **2nd day of September** in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

E3 ENTERPRISES INC DBA E3 SIGNS
(hereinafter called CONTRACTOR)

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

ARTICLE 1. WORK

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

PROJECT: 2025 PHASE TWO TRAIL WAYFINDING SIGNAGE
PROJECT NUMBER: 202511-660306

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work within **77 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **One Hundred and 00/100 dollars (\$100.00)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED FIFTY and 00/100 dollars (\$122,550.07)** set forth in the Cost Proposal of the CONTRACTOR dated August 12, 2025.

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

ARTICLE 4. PAYMENT PROCEDURES

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

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

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

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

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.8) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This Agreement
 - 6.2 Documentation submitted by CONTRACTOR prior to Notice of Award, as applicable:
 - 6.2.1 Schedule of Unit Prices (Cost proposal)
 - 6.2.2 Anti-Collusion Affidavit
 - 6.3 General Conditions
 - 6.4 Supplementary Conditions
 - 6.5 General Requirements
 - 6.6 Specifications bearing the title: 2025 Phase Two Trail Wayfinding Details & Specifications Package
 - 6.7 Location Maps and Inventories bearing the titles:
 - 6.7.1 Sign Locations - Lake-to-Lake Trail
 - 6.7.2 Signage Inventory by Location – Lake-to-Lake Trail
 - 6.8 Other documents which may be required or specified including:
 - 6.8.1 Addenda No. 0 to 0 exclusive
 - 6.8.2 Notice of Award
 - 6.8.3 Performance Bond
 - 6.8.4 Labor and Material Payment Bond
 - 6.8.5 Certificates of Insurance
 - 6.8.6 Notice to Proceed
 - 6.8.7 Change Order
 - 6.8.8 Field Order
 - 6.8.9 Work Change Directive
 - 6.8.10 Application for Payment
 - 6.8.11 Contractor Proposal Request
 - 6.8.12 Contractor Overtime Request
 - 6.8.13 Certificate of Substantial Completion
 - 6.8.14 Claim Release
 - 6.8.15 Claim Release for Subcontractors
 - 6.8.16 Final Inspection Report
 - 6.8.17 Certificate of Final Completion
 - 6.8.18 Guarantee Period Inspection Report
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- 6.9 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.10 In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. City of Louisville Design and Construction Standards.
 7. Reference Specifications.

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

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

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

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

This Agreement will be effective on **September 3rd, 2025**.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

**CONTRACTOR: E3 ENTERPRISES INC DBA
E3 SIGNS**

By: _____
Christopher M. Leh, Mayor

By: _____
Randy Hammock, Owner

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Genny Kline, Interim City Clerk

Attest: _____
Gunter Hammock, Project Manager

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Address for giving notices:

678 W. 71st Street
Loveland, CO
80538

Attention: Project Manager - PROS

Attention: Randy Hammock

Contract Documents:

PHASE TWO TRAIL WAYFINDING SIGNAGE

THE CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE CO, 80027

Prepared by:



REVISED August 20, 2025

SCHEDULE OF UNIT PRICES (2025)

PROJECT: 2025 Wayfinding Signage - Lake to Lake Trail

COMPANY: e3 Signs

DATE:

8/12/2025

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Fabrication (price to Owner for fabrication and/or procurement of specified signage)					
	Initial Artwork Set-up*, Shop Drawings, Etc.	LS	1	\$ 4,800.00	\$ 4,800.00
	Wooden Post - Cedar 6"x6"x10' L (for 7' Panel Pole & 7' Directional Pole)	EA	13	\$ 635.00	\$ 8,255.00
	Wooden Post - Cedar 6"x6"x6' L (for 4' Map and Directional Poles)	EA	15	\$ 423.67	\$ 6,355.05
	Post Base Sleeve - 36" Depth (for 4' poles)	EA	15	\$ 346.67	\$ 5,200.05
	Post Base Sleeve - 48" Depth (for 7' poles)	EA	13	\$ 363.07	\$ 4,719.91
	Trail Icon Arrow (Two-Direction: Lake-to-Lake Trail)	EA	24	\$ 100.00	\$ 2,400.00
	Trail Icon Arrow (Two-Direction: Goodhue Ditch Trail)	EA	9	\$ 100.00	\$ 900.00
	Trail Icon Arrow (Up Direction: Lake-to-Lake Trail)	EA	32	\$ 80.00	\$ 2,560.00
	Trail Icon Arrow (Up Direction: Goodhue Ditch Trail)	EA	3	\$ 80.00	\$ 240.00
	Trail Icon Arrow (Up Direction: split color for L2L & GHD Trail)	EA	2	\$ 80.00	\$ 160.00
	Trail Icon Arrow (Left Direction: Lake-to-Lake Trail)	EA	24	\$ 80.00	\$ 1,920.00
	Trail Icon Arrow (Left Direction: Goodhue Ditch Trail)	EA	3	\$ 80.00	\$ 240.00
	Trail Icon Arrow (Left Direction: split color for L2L & GHD Trail)	EA	3	\$ 80.00	\$ 240.00
	Trail Icon Arrow (Right Direction: Lake-to-Lake Trail)	EA	24	\$ 80.00	\$ 1,920.00
	Trail Icon Arrow (Right Direction: Goodhue Ditch Trail)	EA	3	\$ 80.00	\$ 240.00
	Trail Icon Arrow (Right Direction: split color for L2L & GHD Trail)	EA	4	\$ 80.00	\$ 320.00
	Linear Map Sign (each location has unique art)	EA	6	\$ 100.00	\$ 600.00
	Double Sided Panel Sign (Sign Cabinet w/ All Panels)	EA	11	\$ 3,556.27	\$ 39,119.00
	Regulatory Buttons (no dogs, speed limit, etc)	EA	35	\$ 60.00	\$ 2,100.00
	Property Icon Buttons (7 different properties)	EA	11	\$ 60.00	\$ 660.00
	Hardware Allowance (Fabricator to suggest hardware for all signage)	LS	1	\$ 2,387.99	\$ 2,387.99
	Stencil (Lake-to-Lake Trail & Goodhue Ditch Trail)	EA	2	\$ 140.00	\$ 280.00
	Traffic Paint for Trail Markers	LS	1	\$ 2,400.00	\$ 2,400.00
				Sub-Total	\$ 88,017.00
Installation (price to Owner for installation, not to include material/fabrication costs above)					
	Mobilization	LS	1	\$ 3,840.00	\$ 3,840.00
	Double Sided Panel Sign with Associated Signage (including installation of specified posts in 48" Base Sleeve)	EA	11	\$ 720.07	\$ 7,920.77
	7' Directional Pole w/ Associated Signage (including installation of specified post in 48" Base Sleeve)	EA	2	\$ 540.05	\$ 1,080.10
	4' Directional Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	9	\$ 540.05	\$ 4,860.45
	4' Linear Map Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	6	\$ 540.04	\$ 3,240.24
	Mount One Sign to Existing Telespar Pole (use vandal resistant bolts)	EA	8	\$ 90.01	\$ 720.08
	Mount One Sign to Existing Metal Pole (use straps)	EA	11	\$ 90.01	\$ 990.11
	Mount One Sign to Existing Wood Pole (use vandal resistant screws)	EA	3	\$ 90.01	\$ 270.03
	Color Striping (6"x60" + 5" white text for trail name)	EA	37	\$ 180.02	\$ 6,660.74
	Color Striping (6"x30" + no label)	EA	29	\$ 90.01	\$ 2,610.29
	Color Striping (6"x30 + 6"x30 Corner + no label)	EA	13	\$ 180.02	\$ 2,340.26
	Other (if needed)				
				Sub-Total	\$ 34,533.07
				Grand Total	\$ 122,550.07
	Additional Artwork Customization* (only as needed)	HOURLY			\$ 90.00

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

Disclosure Statement

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

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

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

- ☒ NO KNOWN RELATIONSHIPS EXIST
- ☐ RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

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

Gunter Hammock
Printed or Typed Name

[Signature]
Signature

Project Manager
Title

8/20/2025
Date

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE** - The word "OWNER'S REPRESENTATIVE" refers to the City of Louisville, authorized representative, designated by the OWNER as its 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE) 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE as evidenced by OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, 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-OWNER'S REPRESENTATIVE 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 **Wayfinding Signage Fabrication & Installation Phase one Powerline Trail** is required on or prior to **August 2nd, 2024**. 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:

City Council Packet	April 8
City Council Approval Meeting	April 16
Notice of Award.....	April 17
Notice to Proceed, Bonds, Insurance, etc.	May 3
Construction/Installation/Site Restoration - Substantial Completion	July 15
Final Project Completion	August 2, 2024

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 OWNER'S REPRESENTATIVE any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE and others as appropriate will be held to review the Application for Payment for acceptability to OWNER'S REPRESENTATIVE. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to OWNER'S REPRESENTATIVE as provided below. The progress schedule will be acceptable to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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, OWNER'S REPRESENTATIVE or any of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
 - 3.6.3 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE and specific written verification or adaption by OWNER'S REPRESENTATIVE.

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 the 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE or OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE by the owners of such Underground Facilities or by others.

4.3.1.1 OWNER and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 for the CONTRACTOR to locate 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 required will be at the CONTRACTOR'S expense. When the CONTRACTOR requires staking review, he shall notify the OWNER in a reasonable length of time in advance of starting work. 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' 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 all stakes. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes.

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 OWNER'S REPRESENTATIVE (and thereafter confirm such notice in writing). OWNER shall promptly consult with OWNER'S REPRESENTATIVE 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, 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 OWNER'S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 24 hours prior. If approval is given by OWNER'S REPRESENTATIVE to CONTRACTOR for authorized overtime work, OWNER'S REPRESENTATIVE's and OWNER'S REPRESENTATIVE'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.
- 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE under the following circumstances:

6.7.1.1 **"Or-Equal":** If in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE as an "or-equal" item, in which case review and approval of the proposed item may, in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will include the following as supplemented in the General Requirements and as OWNER'S REPRESENTATIVE may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in evaluating the proposed substitute. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. CONTRACTOR shall submit sufficient information to allow OWNER'S REPRESENTATIVE, in OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE will be similar to that provided in subparagraph 6.7.1.2.

- 6.7.3 **OWNER'S REPRESENTATIVE's Evaluation:** OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE will record time required by OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER'S or OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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

OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at OWNER'S REPRESENTATIVES 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 OWNER'S REPRESENTATIVE the materials and equipment CONTRACTOR proposes to provide and to enable OWNER'S REPRESENTATIVE to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may require to enable OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for review and approval of each such variation.

- 6.26 OWNER'S REPRESENTATIVE will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by OWNER'S REPRESENTATIVE as required by paragraph 2.8. OWNER'S REPRESENTATIVE'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. OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE on previous submittals.
- 6.27 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's attention to each such variation at the time of submission as required by paragraph 6.25.3 and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE as required by paragraph 2.8, any related Work performed prior to OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE;
 - 6.30.2.2 recommendation of any progress or final payment by OWNER'S REPRESENTATIVE;
 - 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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), OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of OWNER'S REPRESENTATIVES, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE for any delay, disruption, interference or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.
- 8.2 In case of termination of the employment of OWNER'S REPRESENTATIVE, OWNER shall appoint an OWNER'S REPRESENTATIVE whose status under the Contract Documents shall be that of the former OWNER'S REPRESENTATIVE.
- 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 OWNER'S REPRESENTATIVE 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 - OWNER'S REPRESENTATIVE'S STATUS DURING CONSTRUCTION

OWNER's Representative:

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

Visits to Site:

- 9.2 OWNER'S REPRESENTATIVE will make visits to the site at intervals appropriate to the various stages of construction as OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. OWNER'S REPRESENTATIVE will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. OWNER'S REPRESENTATIVE's visits and on-site observations are subject to all the limitations on OWNER'S REPRESENTATIVE's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of OWNER'S REPRESENTATIVE's on-site visits or observations of CONTRACTOR's Work OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will furnish a Resident Project Representative, assistants and other field staff to assist OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's Agent and will act as directed by and under the supervision of OWNER'S REPRESENTATIVE, and will confer with OWNER'S REPRESENTATIVE regarding his actions. His dealings in matters pertaining to the on-site Work will in general be with OWNER'S REPRESENTATIVE and CONTRACTOR keeping the OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist OWNER'S REPRESENTATIVE in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

Assist in obtaining from OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's review, and notify OWNER'S REPRESENTATIVE of their availability for examination.

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

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

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

Report to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Interpretation of Contract Documents:

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

Modifications:

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

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, OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE Change Orders, Work Directive Changes, and Field Orders.

Report immediately to OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE for review and forwarding to OWNER prior to final payment of the Work.

Completion:

Before OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE.

Exceed limitations of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE.

Clarifications and Interpretations:

- 9.4 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE will have authority to disapprove or reject Work which OWNER'S REPRESENTATIVE believes to be **defective**, or that OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.
- 9.8 In connection with OWNER'S REPRESENTATIVE's authority as to Change Orders, see Articles 10, 11, and 12.
- 9.9 In connection with OWNER'S REPRESENTATIVE's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

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

Decisions on Disputes:

- 9.11 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and the other party within thirty days after the start of such occurrence or event unless OWNER'S REPRESENTATIVE allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to OWNER'S REPRESENTATIVE and the claimant within thirty days after receipt of the claimant's last submittal (unless OWNER'S REPRESENTATIVE allows additional time). OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's Authority and Responsibilities:

9.13.1 Neither OWNER'S REPRESENTATIVE's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE shall create, impose or give rise to any duty owed by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE (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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 1991 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVES, 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVES, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE, OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for observation.
- 13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE timely notice of CONTRACTOR's intention to cover the same and OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for OWNER'S REPRESENTATIVE's observation and replaced at CONTRACTOR's expense.
- 13.9 If OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be observed by OWNER'S REPRESENTATIVE or inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE, 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 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 OWNER'S REPRESENTATIVE's recommendation of final payment, also OWNER'S REPRESENTATIVE) prefers to accept it, OWNER may do so. CONTRACTOR shall pay 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 OWNER'S REPRESENTATIVE as to reasonableness). If any such acceptance occurs prior to OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE to correct **defective** Work or to remove and replace rejected Work as required by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE and OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE. 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's recommendation of any payment requested in an Application for Payment will constitute a representation by OWNER'S REPRESENTATIVE to OWNER, based on OWNER'S REPRESENTATIVE's on-site observations of the executed Work as an experienced and qualified design professional and on OWNER'S REPRESENTATIVE's review of the Application for Payment and the accompanying data and schedules, that to the best of OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE's responsibility to observe the Work.

However, by recommending any such payment OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's recommendation of any payment, including final payment, shall not mean that OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE may refuse to recommend the whole or any part of any payment if, in OWNER'S REPRESENTATIVE's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER'S REPRESENTATIVE issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Work to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Work substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE as to any provisions of the certificate or attached list. If, after considering such objections, OWNER'S REPRESENTATIVE concludes that the Work is not substantially complete, OWNER'S REPRESENTATIVE 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, OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE in writing prior to OWNER'S REPRESENTATIVE's issuing the definitive certificate of Substantial Completion. OWNER'S REPRESENTATIVE'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, OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE that such part of the Work is substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and OWNER'S REPRESENTATIVE in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an

inspection of that part of the Work to determine its status of completion. If OWNER'S REPRESENTATIVE does not consider that part of the Work to be substantially complete, OWNER'S REPRESENTATIVE will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE 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 and access thereto.

Final Inspection:

- 14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE's observation of the Work during construction and final inspection, and OWNER'S REPRESENTATIVE's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, OWNER'S REPRESENTATIVE will, within ten days after receipt of the final Application for Payment, indicate in writing OWNER'S REPRESENTATIVE's recommendation of payment and present the Application to OWNER for payment. At the same time OWNER'S REPRESENTATIVE will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE'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 OWNER'S REPRESENTATIVE so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE as to their reasonableness and when so approved by OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE, and provided OWNER or OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVE 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 OWNER'S REPRESENTATIVES, 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.

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

Add the following language to Section 2.3 of Article 2 of the General Conditions:

- During installation, contractor shall make all reasonable efforts to minimize the amount of equipment and number of vehicles (including employee's personal vehicles) that are mobilized on-site.
- Reasonable effort should be made to avoid parking in proximity to private lots and in front of adjacent residences.

- Employee's personal vehicles should be parked on public streets. At no times should personal vehicles be parked or driven off-road or on City trails.
- Owner desires to minimize trail closures unless absolutely needed for safety of workers and/or trail users. Any required trail closures will need to be coordinated with Owner's project manager in advance.
- The contractor should make reasonable efforts to not fully block trails with equipment or vehicles. Safety control devices should be installed surrounding work areas. Control devices such as cones, barricades and signage can be obtained from City for use during the project, if needed.
- Contractor should make reasonable efforts to minimize site disruption surrounding project areas including negative impacts to trail shoulders, landscape and vegetation. Much of the work area is on Open Space properties with sensitive vegetation and no irrigation which makes restoration challenging. Minimizing disruption is critical. Contractor should avoid

All Locations

- Provide ingress, egress to private drives and single access developments.
- No on-site work shall be performed after 3pm on Friday October 31st.
- No on-site work shall be performed during Veterans Day holiday (from 5 pm November 10th through 8am November 11th)
- No on-site work shall be performed during Thanksgiving holiday (from 5pm November 26th through 8am November 28th)

3. GC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

- 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

- 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 PROJECT MANAGER. 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 5 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGER and PROJECT MANAGER'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 PROJECT MANAGER and PROJECT MANAGER'S authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	\$60.00
Construction Inspector	\$45.00
Operations Supervisor	\$45.00
Operations Technician	\$30.00
Clerical	\$25.00
Vehicle	\$15.00

ARTICLE 6 – Page 78, Permits:

- a. Paragraph 6.13.2, add the following language

“A deposit is required for the 2” water meter in an amount of \$2500 and the deposit is reimbursed when the 2” meter is returned, in good condition. Charges for water consumption are waived when water is used for this project. Bulk Water Permit and meter are available from the City of Louisville Operations Division, located at 739 S. 104th St.”

- b. 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.

7. 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 PROJECT MANAGER 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 PROJECT MANAGER, work done without lines, grade and/or cross section stakes and grades shown on the Plans or as given by the PROJECT MANAGER, 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.

PART 1 - GENERAL**1.1 SUMMARY:**

1.1.1 PROJECT NAME: 2025 PHASE TWO TRAIL WAYFINDING SIGNAGE

1.1.2 PROJECT NUMBER: 202511-660306

PROJECT LOCATION: Lake to Lake Trail - Louisville, Colorado

1.1.3 OWNER: City of Louisville

1.1.4 WORK INCLUDED: The Work consists of fabrication and installation of wayfinding signage elements as specified in bidding documents, including all work appurtenant thereto, along the Powerline Trail in the City of Louisville, Colorado.

1.1.5 EXHIBIT A – MAP OF LAKE TO LAKE TRAIL (teal)



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 Project Manager 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 City's Project Manager 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.
- D. The Owner 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.

1.3.2 FORCE ACCOUNT – MINOR CONTRACT REVISIONS

- A. Force account items include the Project Manager's estimate for items included in the Contract. The estimated amounts marked with "AL" will be added to the total bid to determine the amount of performance and payment bonds. Force Account work shall be performed as directed and approved by the City's Project Manager. This is not a lump sum bid item, but rather an allowance for work not reasonably anticipated in the above items.
- B. Payment will be made in accordance with the General Conditions. If additional work as described above is not encountered, this item will not be used.

C. Force Account Descriptions

- i. F/A Minor Contract Revisions – This work consists of minor work and approved by the Project Manager, which is not included in the Contract drawings or specifications, and is necessary to accomplish the scope of work of this contract.

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 Owner 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 Owner 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 Owner 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

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 Owner an agent of the publishing agency, nor does it obligate the Owner 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

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

P.O. Box 19150, Redford Station, Detroit, MI 48219 (313) 372-9800

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1916 Race Street, Philadelphia, PA 19103 (215) 299-5585

3.1.4 CITY OF LOUISVILLE

Department of Public Works - Engineering Division

749 Main Street Louisville, Colorado 80027 (303) 335-4608

Design and Construction Standards, 1994 Edition

3.1.5 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 -

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 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 indicated, for more detailed testing and analysis.
- 1.3.4 **MOCK-UPS:** As used herein, the term "mock-ups" means special on-site or 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 Owner's review, and also do not allow ample time for revision, resubmission, and subsequent review by Owner 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 PROJECT MANAGER, 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 Project Manager review of submittals, unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submission, and the Project Manager 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 Project Manager's review of or action upon such submittals.
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- 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 Owner, 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 Owner. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to the Project Manager 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 from other submittals. Show evidence of Contractor's review by clearly exhibiting check marks and stamped approval marking acceptance, and provide space for the Owner's and Owner'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 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 Owner scaled digital file in PDF format. Provide a scaled hard copy if requested by Owner.
- C. Subsequent submittal(s) if required for correction or confirmation of corrective items shall be same as initial submittal except as otherwise requested by Owner 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 Owner, 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 digital copy for the Owner'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, 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.

General Requirements		
Section	Title	Submittals Required
01 00 60	Testing and Inspections	N/A - City to provide Testing Services if needed
01 00 80	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
N/A	Detail Drawings	Fabrication shop drawings for all signage

- END OF SECTION -

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 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 the Owner'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 01 00 40.

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 the OWNER and ENGINEER.
- 1.5 PAYMENT FOR TESTS AND INSPECTIONS:**
- 1.5.1 INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS:** Paid for by the OWNER.
- 1.5.2 CODE COMPLIANCE TESTS AND INSPECTION:** Paid for by the Contractor.
- 1.5.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS:** Paid for by the Contractor.
- 1.5.4 ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS:** Paid for by the OWNER if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by the Contractor.
- 1.5.5 RE-TESTING:** Paid for by the 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 the OWNER 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. Owner 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 re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

- A. The Owner and the 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.

3.3 SCHEDULES:

3.3.1 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS:

- A. The following schedule is included for information only, as a convenience to the Contractor, and is not intended to limit the number and type of tests to be performed by the testing and inspections agency.
- B. Carefully examine the individual sections of these specifications for additional or complete quality control testing and inspections requirements. Failure to include any test or inspection in this schedule does not relieve the Contractor from the testing and inspection requirements contained in the individual sections of the specifications.

- C. This schedule includes quality control tests and inspections only, which will be performed by the selected testing and inspections agency and paid for as previously mentioned in Article 13 of the General Conditions. Code compliance tests and inspections, Contractor's convenience tests and inspections, and additional or alternative tests and inspections requested by the City are not included.

Section	Description of Test or Inspection	Test Qty/Interval
Earthwork	Fill and Backfill Material (Lab):	1 each test/soil type
	Moisture Content - ASTM D2216	
	Max. Index Density - ASTM D4253	
	Moisture/Density Rel. - ASTM D698 or ASTM D1557	
	Plasticity Index - ASTM D4318	
	Particle Size Analysis - ASTM D422	
	Field Density Tests - ASTM D 1556, D2167, or D2922, Field Moisture	
	Tests - ASTM D3017:	
	Subgrade:	One/500 sf
	Fill, Bldg and Paved Areas:	One/500 sf per lift
	Backfill:	One/250 sf/2 ft vert.
	Site and Misc. Fills:	One/500 sf/1 ft vert.

Section	Description of Test or Inspection	Test Qty/Interval
Utilities	Bedding material (Laboratory):	
	Particle Size Analysis -	
	ASTM D422	1/soil type
	Backfill Material (Laboratory):	
	Moisture/Density Relation -	
	ASTM D698 or D1557	1/soil type
	Field Density Tests - ASTM D1556, D2167, or D2922; Field Moisture	
	Tests - ASTM D3017:	One/150 lf @ trench bottom at 2 ft. vert intervals, and at top
Paving	Asphalt Content - ASTM D 2172; Asphalt Gradation - ASTM in C136; Bulk specific gravity - ASTM D1188; AASHTO T 166;	
	Marshall Test - ASTM D 1559:	
		One each/500 tons, min 2/day
Concrete	Concrete Quality:	
	Fresh Concrete - ASTM C172	One each/50 C.Y. or
	Compressive Strength - ASTM C39	major fraction thereof;
	Unit Weight - ASTM C138	min 1/pour
	Slump - ASTM C143;	
	Air Content - ASTM C173 or C231:	
	Hardened Concrete (failings only) ASTM C42, C803, C805, or load tests:	One each/truck As determined by Engineer

- END OF SECTION -

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. **PROJECT MANAGER 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 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.

2.1.4 CONSTRUCTION STAGING

- A. Coordinate construction activities with the property and business owners to minimize impacts.
- B. 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.

2.1.5 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, unless approved in advance by Owner's Project Manager.
- 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 Owner's Project Manager.

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, sand bags 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 the engineer and/or project manager.

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. 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 PROJECT MANAGER, 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 ACCESS RAMPS:

- A. During resurfacing activities (milling and leveling) provide hard surface ramps as directed by the Engineer to access private property, public property, pedestrian crossings, streets and alleys.

2.4.3 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 the OWNER and the cost thereof be charged to the 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 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 -

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 Project Manager 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 (blueprint or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-ups of actual installations which vary substantially from 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 or 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, identify, 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 Project Manager 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.
- 5) Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

- END OF SECTION -

2025 Phase Two Trail Wayfinding

Detail & Specifications Package

August 19, 2025

Trail, Signage and Wayfinding System Designer

Michael Baker
INTERNATIONAL

Owner/Client

 **City of
Louisville**
COLORADO • SINCE 1878

City of Louisville, Colorado
749 Main Street
Louisville, CO 80027
Parks & Recreation Department

Fabrication Specifications

A. Quality Standards

The materials, products, equipment and performance specifications described within, establish a standard of required function, dimension, appearance, performance and quality to be met by the Fabricator.

B. Structural Design

Details on design intent drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations, nor do they necessarily consider the preferred shop practices of the individual Fabricators. Therefore, it shall be the responsibility of the Fabricator to perform the complete structural design and engineering of the signs and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect the Owner. Fabricator shall also be responsible for ensuring that all signs meet local, state and federal codes.

C. Vandalism Design

Fabrication and installation design is to withstand severe abuse and souvenir theft vandalism, but not less than the equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. All hardware and fasteners within reach shall be vandal resistant.

D. Substitution

No substitution will be considered unless the Owner has received written request for approval.

E. Pre-Fabrication Submittals

The awarded fabricator must submit a copy of the following items to the Owner and Designer for their review prior to fabrication proceeding:

1. Detailed engineered shop drawings for each sign type are to be submitted as electronic PDF no larger than 11"x 17". Final Shop Drawings are to be stamped by an Engineer licensed in the state of the project. The shop drawings for each sign type shall illustrate/describe the following:
 - Elevations and cross sections – front, sides, top and back (if necessary); side sections; internal structure section/details; enlarged details such as of extrusions, letter mounting, mounting plate, etc.; with all final dimensions and call-outs for:
 - › Components – construction details/ information related to individual elements
 - › Materials – color, type, gauge, and thickness (including substrates and overlays)

- › Finishes – color, type of product, manufacturer, and sheen
- › Fonts, graphics specifications and message fields

- Exploded view (optional) – isometric view with components, materials, and finishes.
- Cross-section of corners – one illustration for each corner condition. Items to be illustrated: seams, joints, layers, internal support and fasteners.
- Mounting/installation details – provide foundation cross-sections (including hardware), bracket/post details, elevations, materials, finishes and fasteners.
2. Three (3) samples of each material (paint, vinyl, 3form, etc.) to be used on the sign using actual substrate materials should be supplied. One sample will be returned, one sent to the Owner and one kept in the Designer's records.
3. A proofing document of final production keystroking for all sign messages to verify line breaks, character and word spacing, and interline spacing should be submitted. The proofs are to be scaled production art files, not full sized. Each layout is to be identified with the sign number.
4. The fabricator must prepare and submit a full-scale structural sample of the structure of each sign type (mini kiosk, major directional, minor directional, etc). Sample must use final materials and include a complete horizontal cross section of the sign and at least 1' of height to show how the internal system works. Applicable material samples (#2 above) may be included in this structural sample if the fabricator desires, or the sample may be unfinished. This sample will be retained by the Designer.
5. The fabricator must submit a 12" x 12" to-scale sample segment of the map product to the Designer for approval before producing the final maps.
6. Fabricator must submit a schedule detailing how far in advance artwork will be required for printed maps and directories.
7. Fabricator must provide weekly status reports to the Owner and Designer detailing fabrication and installation progress and the expected completion schedule.

F. Material Handling

The Fabricator is to pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage by every cause. Fabricator shall provide clear and legible identifying information on all product packaging to ensure proper on-site identification and installation.

G. Construction Methodology

The drawings call for a variety of fabrication techniques. Fabricators are given leeway to fabricate the signs to meet the intent of the designs depicted by the drawings.

1. Because different systems of extrusions may result in slightly different dimensional requirements, the total height and width dimensions described in the sign construction on the drawings may be considered "nominal" for the purposes of cost quote.
2. Sign faces are to be fabricated using aluminum plate of varying thicknesses, as specified on design intent drawings, with a minimum thickness of .125" inches unless otherwise noted.
3. All finishes are to be satin finish, free from fading, peeling or cracking. Paint preparation of all exterior metal surfaces of the sign to include removal of all scratches and imperfections, sanding and chemical etching. Substrate cleaning, preparation, paint application and paint thickness to be in strict compliance with Matthews Paint or AkzoNobel published recommendations. Acceleration of the drying process is not allowed.
4. Except where approved otherwise by Owner, conceal fasteners.
5. Any sign faces smaller than 8' by 20' are to be fabricated from 1 piece of seamless material.
6. On welded joints, dimensional and structural welding defects will not be accepted, including but not limited to: poor weld contours, including excessive bead convexity and reinforcement, and considerable concavity or undersized welds; cracks; undercutting; porosity; incomplete fusion; inadequate penetration; spatter; and non-metallic inclusions. Welding is to be performed by AWS (or similar) certified personnel, following AWS Standard Welding Procedure Specifications (SWPSs) for steel, aluminum, and stainless steel as appropriate.
7. Non-welded joints between various portions of signs must have a tight, hairline-type appearance, without gaps. Provide sufficient fastenings to preclude looseness, racking, or similar movement.
8. Provide drain holes as needed to prevent accumulation of water within signs. Holes must be inconspicuous and be in inconspicuous locations; holes must be located such that drainage does not occur onto signs, or other surfaces subject to staining. Provide color-coordinated insect screening over drain holes.
9. Sign faces are to have lettering and graphics direct printed and sealed. All signage lettering is to have a 14% intensity (Class A) retro-reflective coating applied.

10. High pressure laminate panels with embedded artwork are to be printed at a minimum of 1200 DPI using exterior inks. The panel must be a solid, one-piece panel with all graphic elements inseparable from the substrate in which they are embedded (izione, 888.464.9663).
11. Digitally printed graphics are to be printed at a minimum of 1200 DPI using exterior inks and covered with exterior grade, graffiti resistant clear lamination.
12. Visible metal joints must adhere to a fit tolerance of .01".
13. Aluminum and steel components are to be isolated to prevent galvanic corrosion.
14. Steel components are to be powder coated per the coating manufacturers specifications to prevent corrosion.

H. Fonts/Typefaces

The fonts used for this project were selected specifically for this project by the Designer and Owner, and include those listed in the graphic standards.

It is the responsibility of the fabricator to purchase the fonts.

No substitution of any other typefaces may be made. Under no circumstances are typefaces to be electronically distorted ("squeezed" or "extended") for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted in the drawings. This includes (but is not limited to) stretching, squeezing, tilting, outlining or shadowing.

1. All letterforms, symbols or graphics shall be reproduced either by photographic or computer-generated means. Hand-cut characters are not acceptable. Cutting shall be done in such manner that edges and corners of finished letterforms will be sharp and true. Letterforms with nicked, cut, ragged, rounded corners, and similar disfigurements will not be acceptable.
2. All letterforms shall be made from material and gauge as indicated on design intent drawings. Typefaces shall be replicated as indicated on the drawing.
3. Ligatures are to be turned off.
4. Apostrophes are to be used, not footmarks. Note that there is a difference in most fonts.
5. Silk-screened and vinyl copy is to match the sheen of the copy panel background (satin). Edges of letters shall be straight and corners sharp. Surface of letters shall be uniform in color finish, and free from pinholes and other imperfections.
6. Silk-screened images shall be executed with photo screens prepared from original art. No hand-cut screens will be accepted. Original art shall be defined as artwork that is a first generation reproduction of the specified art.

Fabrication Specifications, Cont'd

7. Silk-screening shall be highest quality, with sharp lines and no sawtooths or uneven ink coverage. Screens shall be photographically produced. Application of inks through screens shall consist of one flood pass and one print pass. Images shall be uniform in color and ink thickness. Images shall be free from squeegee marks and lines resulting from improper print stroke or screen off contact height. Signs shall be placed in adequate drying racks with minimum of 2 inches between racks for ample airflow. Sign racks shall have system of forced airflow between layers to provide proper drying and curing of inks. After signs have dried completely according to the ink manufacturer's time allowance, signs may be packaged.
8. The edges and corners of routed letterforms shall be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable.
9. Letterforms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on design intent drawings and approved shop drawings. Vertical strokes shall be plumb.
10. Mechanically fasten center of letters to acrylic plastic as described in the design intent.
11. Vinyl graphics and letterforms shall be computer-cut.

I. Permits and Variances

Fabricator shall be knowledgeable of relevant local code requirements and honor same in fabrication and installation. Where applicable, it is the responsibility of the Fabricator to secure any and all necessary permits for signage installation. It is the responsibility of the Owner to secure variances, should any be required. It is the Owner's responsibility to call the appropriate agency to have all underground utilities properly located and marked. Any damage to below-grade utilities or structures for which the Owner has provided adequate location information is the responsibility of the Fabricator.

J. Site Visit

Prior to installation of the signs, the Fabricator is to visit the proposed site to observe existing conditions and verify all signage required and its location with Owner. At this time the locations shall be staked using a non-permanent visible device such as spray chalk or non-permanent paint. Certain signs may be located on sloped grades and may require uneven footings for each post. Site-verify all locations to determine special requirements for footing templates, if required.

The final Sign Message Schedule and Sign Location Plan (google Earth KMZ file contains the Sign Message Plan and the Sign Location Plan) shall be consulted together and shall be approved by the Owner to determine the precise location for each sign. Any necessary adjustments will be made with the approval of the Owner.

K. Masonry/Footings

Any concrete bases for signage are to be poured in place and footings are to extend beneath the frost line, or deeper to meet local code. All footings or bases should be poured within a form and level with grade unless otherwise specified in the design intent drawings. Foundation/footings should be level with grade unless otherwise noted or as specified by state or local code. Foundation/footings should not extend above grade more than 2" and exposed edges should be finished with a bevel to prevent chipping. It's recommended that the concrete be floated by machine or hand before finishing in order to embed larger aggregates especially when part of the footing or base extends above ground. Concrete surface should have a smooth or brushed finish grade appearance. All concrete bases and footings should be edged to break any bond with the form and create a neat appearance. All forms should be removed once the concrete has properly cured. Concrete and reinforcement specifications shall be shown on shop drawing submittals. The fabricator is responsible for the necessary templates, mounting plates and hardware for concrete and masonry bases.

All masonry (concrete block, poured concrete, brick, slab, veneer, mortar, etc.) is to be properly treated and protected to maintain the structural integrity of the masonry work with exposure to all environmental conditions found at the site. For exposed or visible masonry, this shall include the application of protective sealers or similar finishes to diminish the effects of close-proximity sprinkling or irrigation systems.

Signs are to be mounted on J-bolt footings, centered on the concrete base or footing, and engineered per code, unless otherwise specified in the design intent drawings.

L. Wind Load

Signs, banners and mounting devices shall be engineered to withstand a minimum 135 MPH wind load normal to the sign, or greater as per local code, in addition to the weight of the sign. The Fabricator shall determine appropriate method of anchoring signs to the locations specified to meet these requirements as well as all local code requirements.

M. Mounting

All signs to be mounted level and true. All exposed hardware is to be touch-up painted on site as required. It is preferred that all bolts, nuts, washers, or other fasteners shall be stainless steel. However galvanized steel is acceptable, so long as all exposed surfaces are sealed.

While sign type drawings may specify or indicate possible mounting and/or mounting hardware details, the fabricator will be able to substitute equal or better hardware and techniques, based upon their experience with similar mounting situations and as long as the visual appearance of the sign is not compromised from that shown in the design intent drawings.

All signage products must be installed such that there are no

misalignments between visible components. Sign elements intended to be removable or changeable after installation must function as intended without binding, sticking or blocking. It will be the responsibility of the Fabricator to correct any installation misalignments at no charge.

Fabricator and their installers are expected to have knowledge of ADA mounting guidelines and city zoning codes, general sign locating practices, and any particular unique installations defined by Designer. It is the desire of the Owner that the fabricator follow these guidelines as well as architectural cues in installing for the best visual placement, keeping a reasonable distance from protruding objects. Any signage that is improperly located is to be moved to the proper location by the fabricator, and repairs to wall surfaces and signage are to be at the fabricator's expense.

Specific locations provided within this document are the preferred locations of the Designer, but those locations may be adjusted by the fabricator and Owner if necessary. If the installers are unable to make a decision about any sign locations, they can contact the Designer, providing a graphic representation of the questionable area, or contact the Owner for on-site options.

N. Demolition

The fabricator is responsible for the removal and disposal of certain signs if identified in the sign message schedule. In addition to the above grade sign removal the sign foundations, sign anchors and posts must also be removed. If there are electrical connections, they must be properly terminated.

O. Site Safety and Restoration

During the installation period, the fabricator is responsible for their own safety, and are expected to maintain a safe environment for pedestrians. The fabricator is to keep the Owner's premises and the adjoining premises, driveways and streets clean and clear. The job site shall be left safe, neat and clean at the completion of each day's operation. The fabricator is also expected to temporarily maintain old signs in order to continue their directional and identification functions, as well as to maintain signage that meets MUTCD standards during the installation period. At the completion of work, the fabricator shall remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and shall leave the site as originally found. The fabricator shall be responsible for repairing or correcting damage to other contractors' work resulting from Installer's work.

P. Punchlist

It is required that the fabricator complete a walk through with the Owner immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Owner.

Q. Signage Warranty

Fabricator is solely responsible for applying products (paints, finishes, components, etc.) according to manufacturers' specifications and validating the warranty. The fabricator is to provide a written five (5) year full replacement warranty to the Owner that all signs will be free of defects due to craft work and materials including, but not limited to:

- bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges;
- corrosion appearing beneath paint surfaces of panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage);
- corrosion of fasteners;
- assemblies not remaining true and plumb on their supports;
- fading, chalking and discoloration of the colors and finishes within the vinyl and paint manufacturer's stated warranty period;
- peeling, delamination or warping ("oil canning"); and
- repair and reinstallation of signage due to failed mountings.

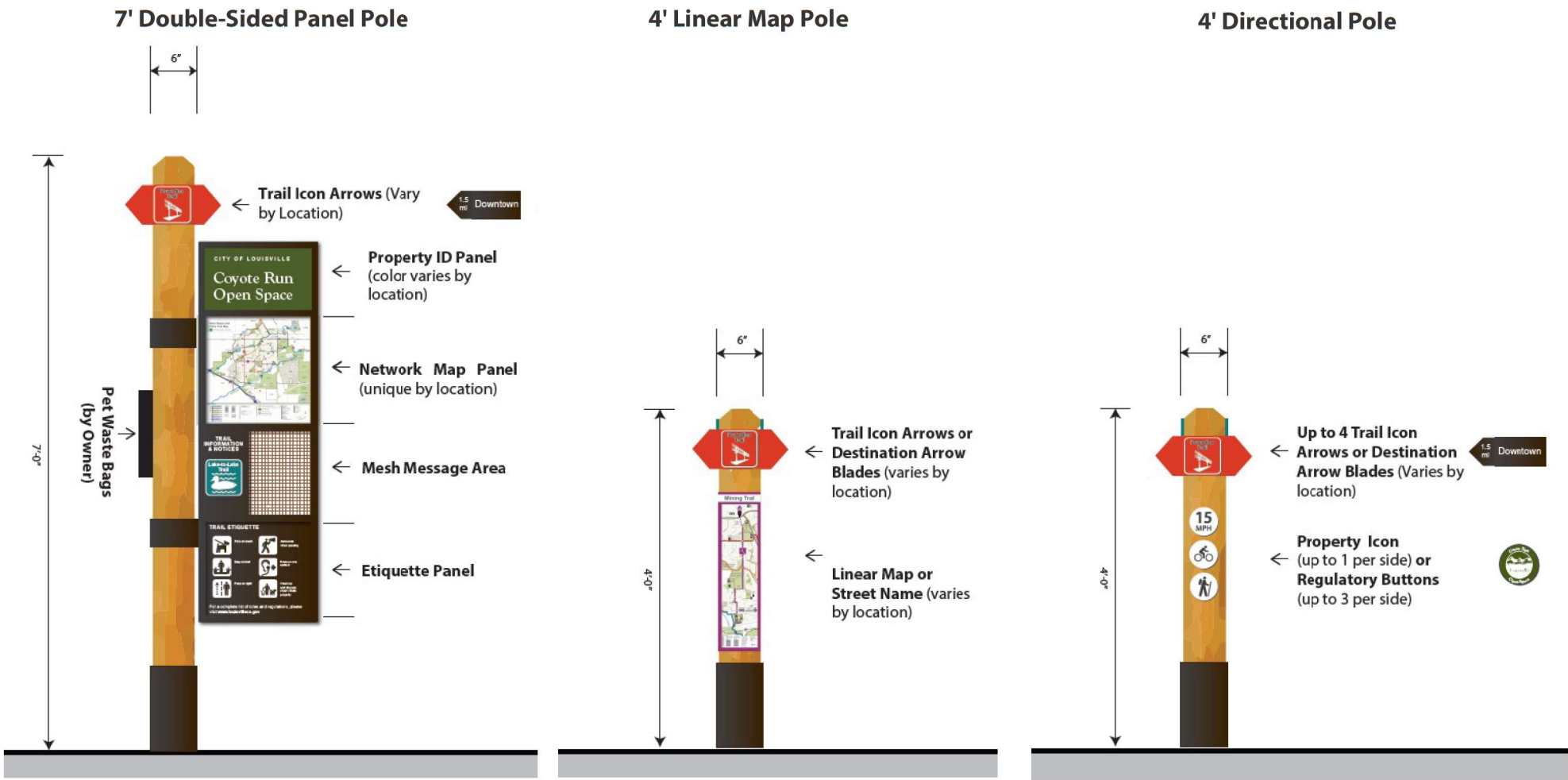
Fabricator shall also extend in writing to the Owner all manufacturers' warranties for materials and components used within the signs. It is the fabricator's responsibility to obtain extended 5-year manufacturer warranties on all paint and powder coat applications. Warranty issues will be addressed by the fabricator within a 2-day time period (either through email communication or a phone call).

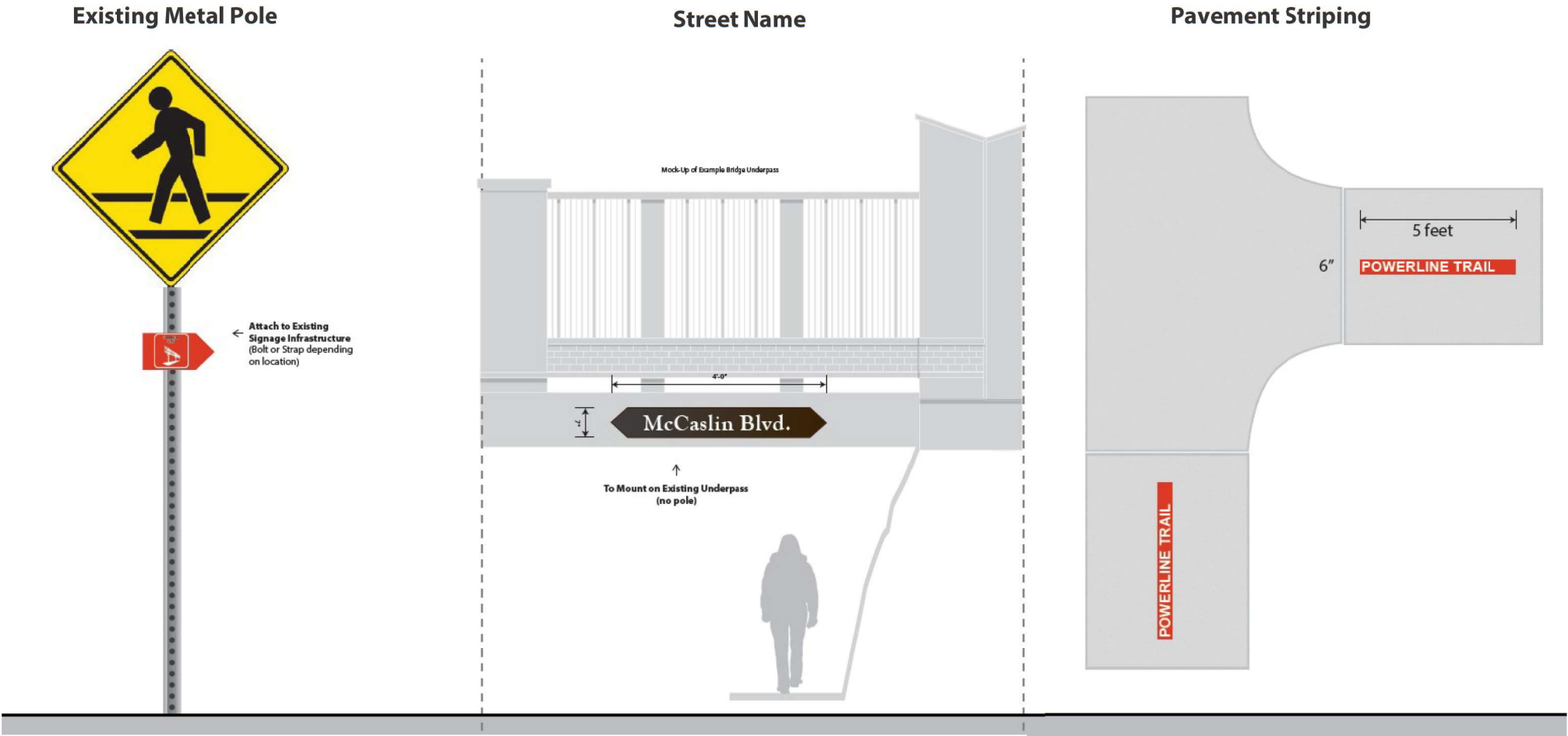
R. Repair or Replacement

Without additional cost to the Owner the fabricator shall repair or replace, including installation, any defective signs or hardware that develop during the warranty period and repair any damage to other work due to such imperfections. The fabricator will be required to fully replace all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that were submitted to the fabricator upon award of contract. Replacement of any warranty items shall occur within a 60-day timeframe.

S. Maintenance

Fabricator is responsible for providing maintenance and inspection of the signage for a 5-year period. Maintenance responsibilities will include cleaning and inspection of the signage, creation of a punchlist for any needed repairs and/or replacements, and estimated costs and timeframes for the repairs/replacements. Inspection and punchlists will be performed every 6 months for the 5-year period.



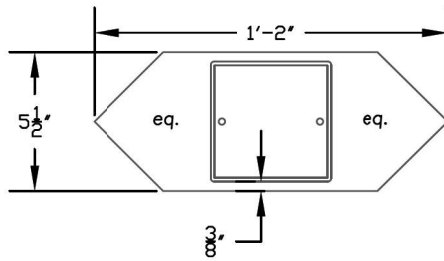


Wayfinding Pole & Signage Details

Note: Mounting hole diameters and placement to be confirmed by fabricator based on fabricator's suggested hardware.

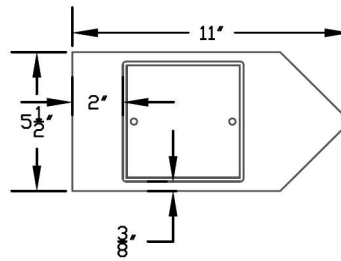
Trail Arrow 2-Way

Material: .5" Thick HPL



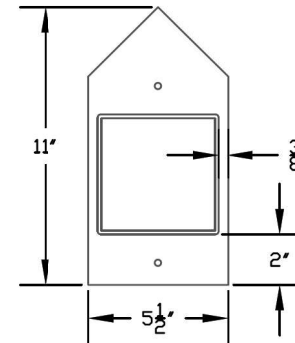
Trail Arrow Left / Right

Material: .5" Thick HPL



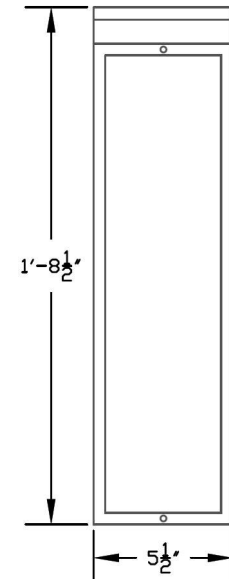
Trail Arrow Vertical

Material: .5" Thick HPL



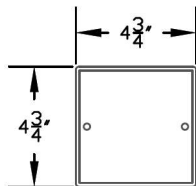
Linear Map

Material: .5" Thick HPL



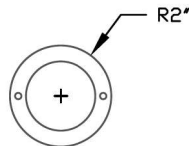
Trail Icon (for panel sign)

Material: 1/8" Aluminum, Direct Print



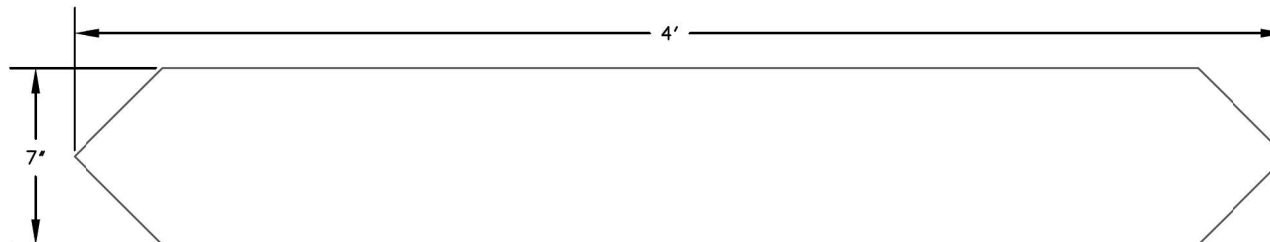
Property Icon / Regulatory Button

Material: .5" Thick HPL



Streetname

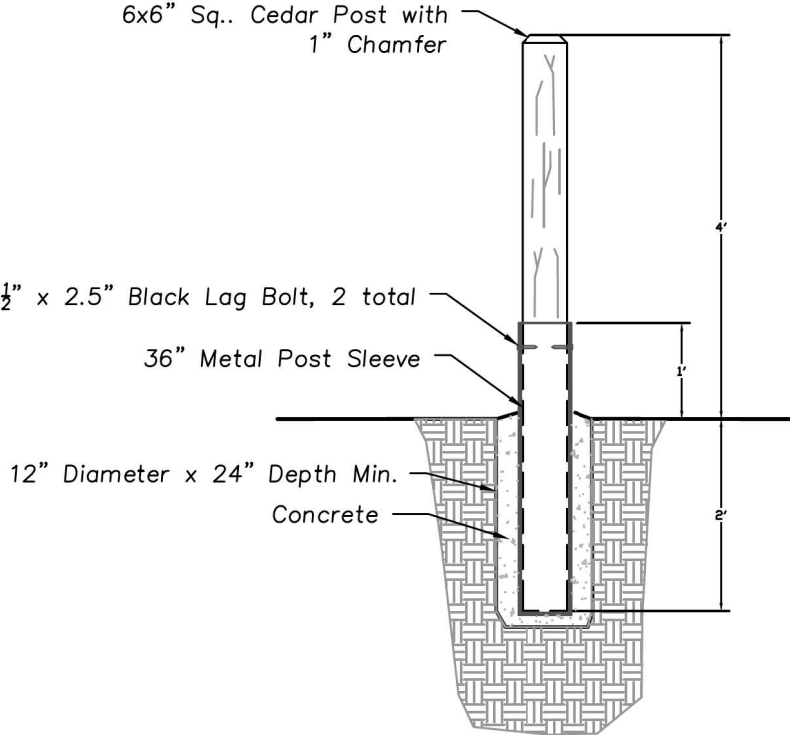
Material: 1/8" Aluminum, Faux Corten Finish per spec, Reflective Vinyl Lettering



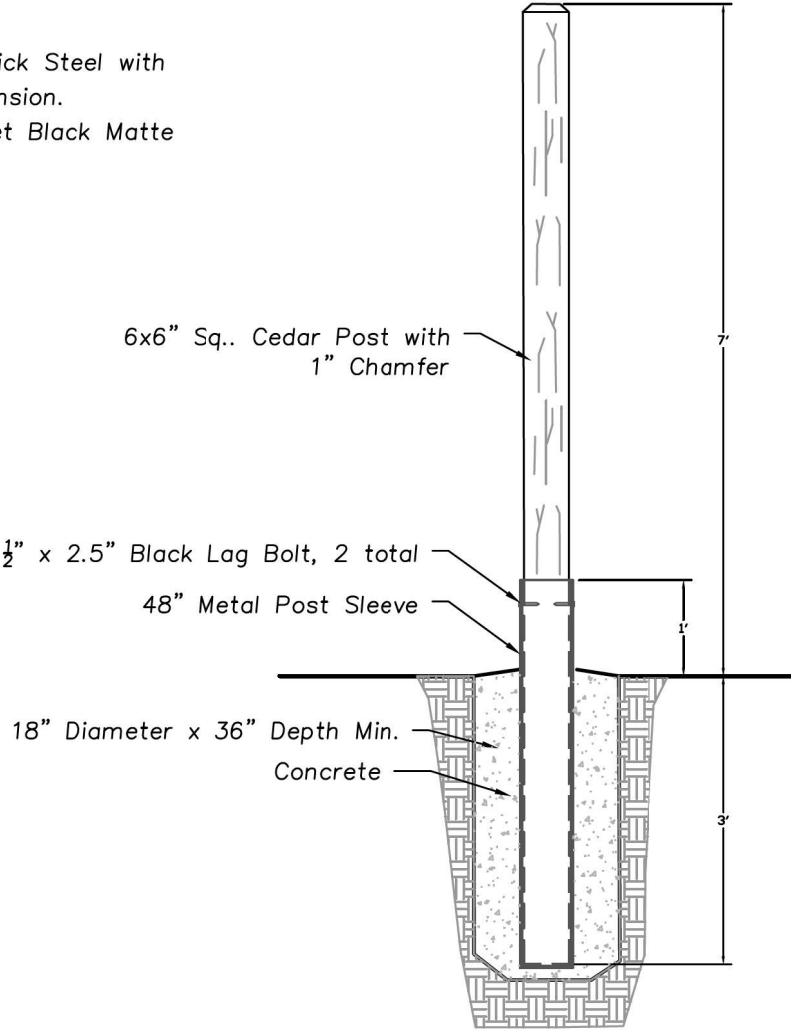
SIGN DIMENSIONS

Revised: 8/19/25

NOTE: Post Bases to be $\frac{1}{4}$ " Thick Steel with
6.25"x6.25" clear interior dimension.
Powder Coat with RAL 9005 Jet Black Matte

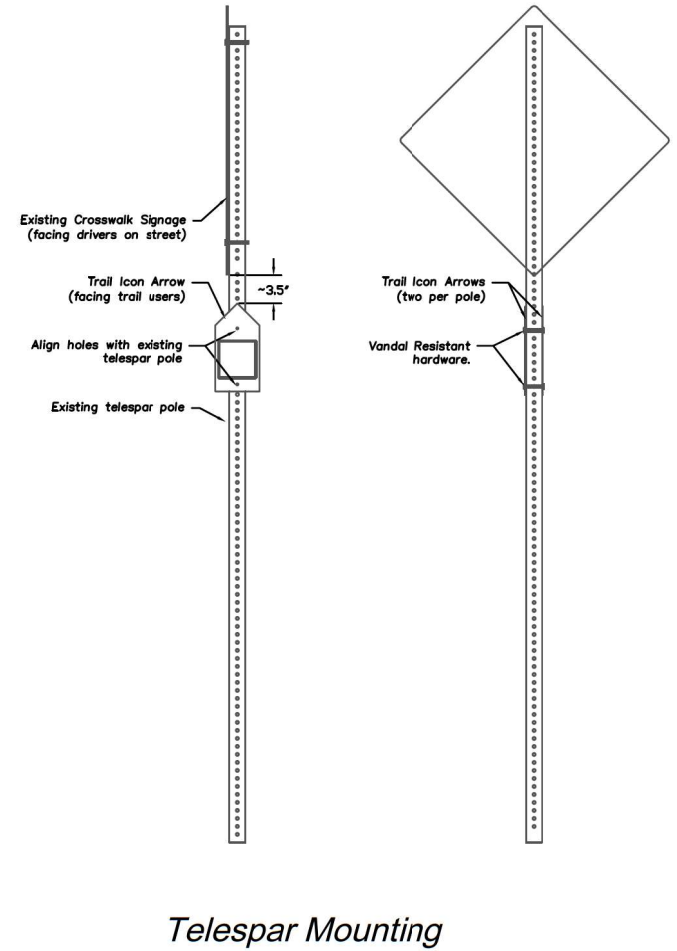
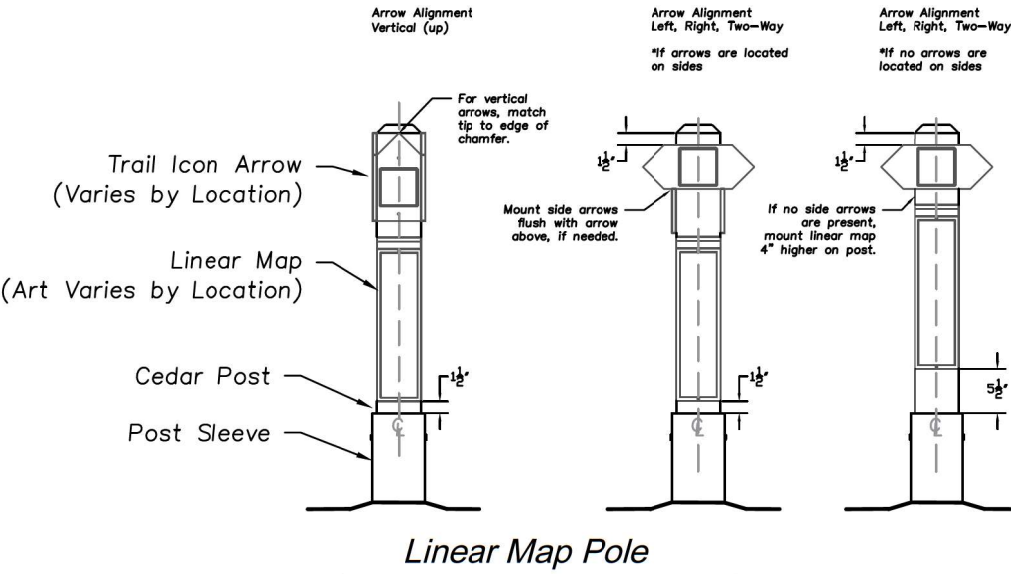
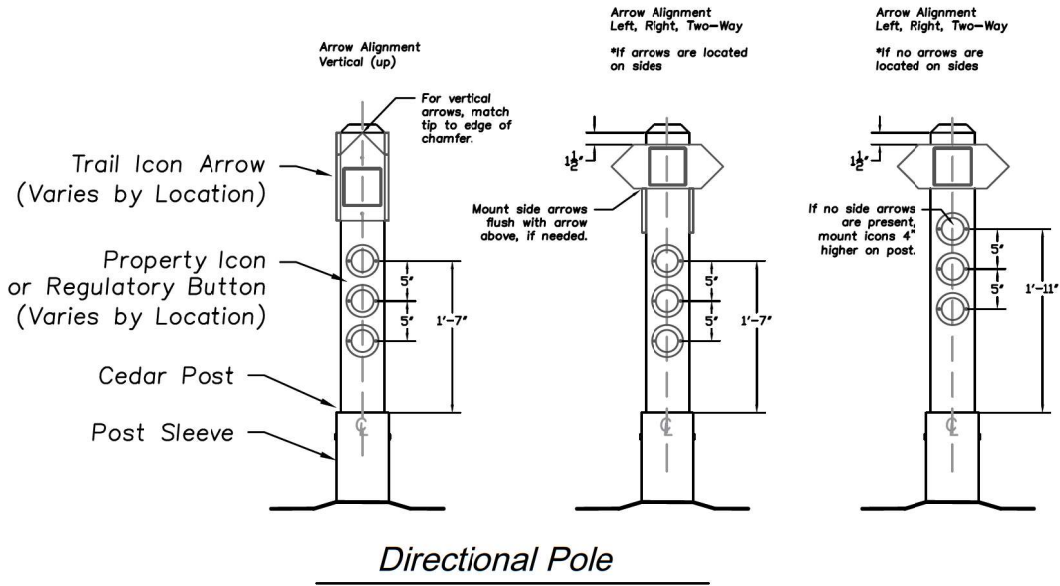


4' Tall Post

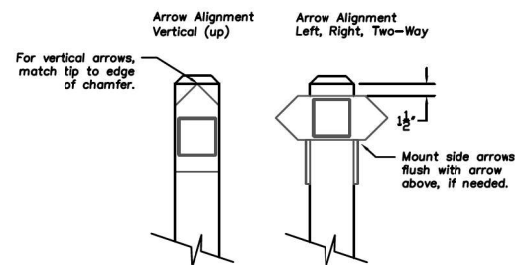


7' Tall Post

Wayfinding Pole & Signage Details



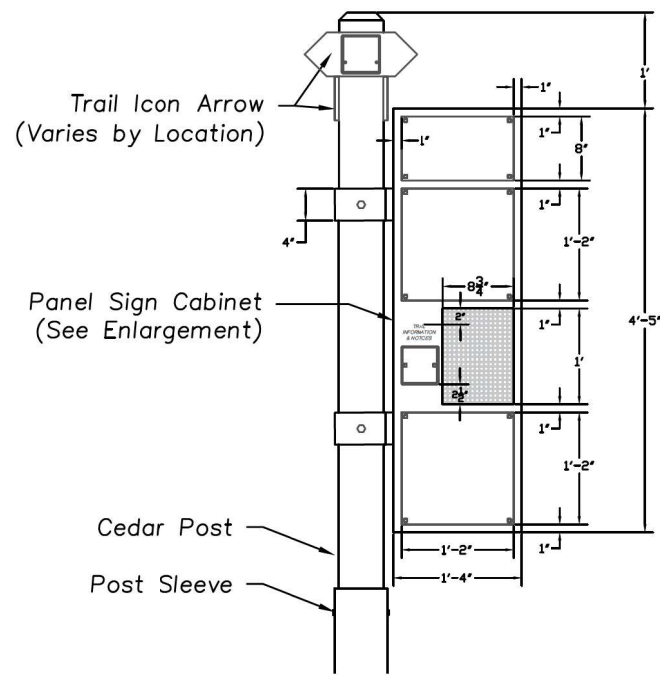
Wayfinding Pole & Signage Details



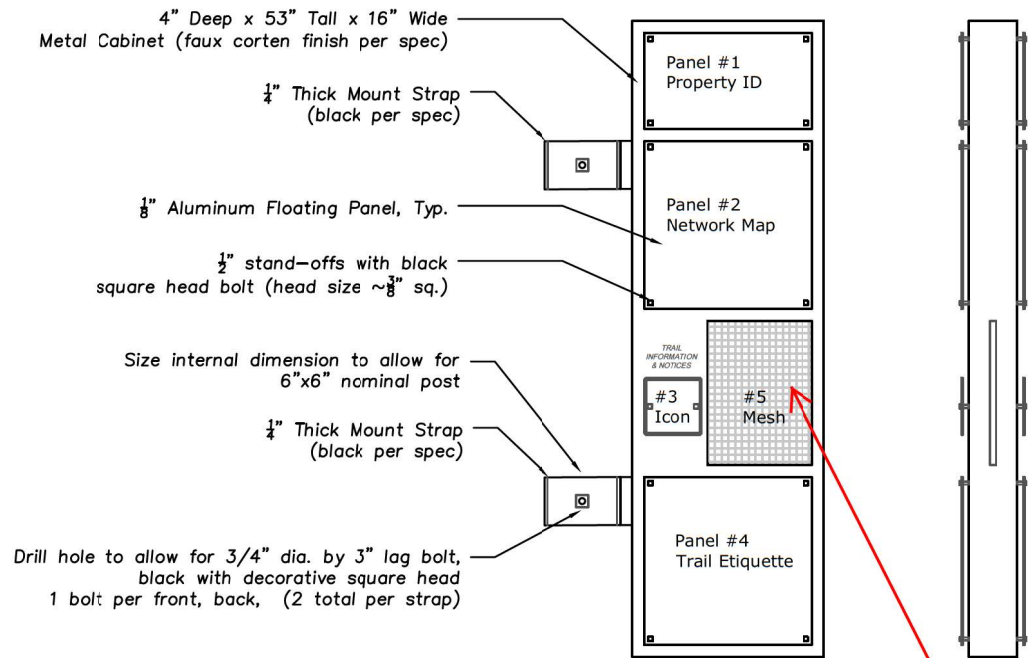
Note: Mounting hole diameters and placement to be confirmed by fabricator based on fabricator's suggested hardware.

Panel Sign Materials

Trail Icon Arrows: .5" Thick HPL
Panels #1-4: 1/8" Aluminum, Direct Print
Panel#5: Wire mesh with faux corten finish per spec
Cabinet: faux corten finish per spec



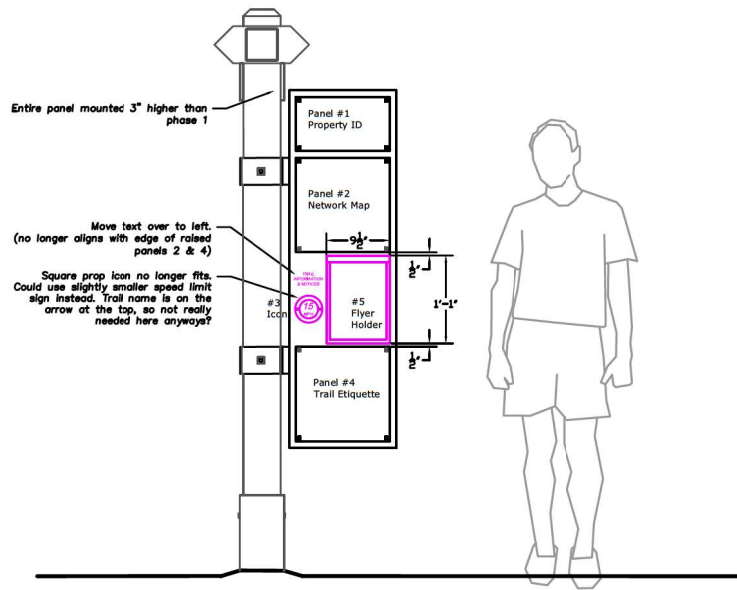
Sign & Panel Dimensions



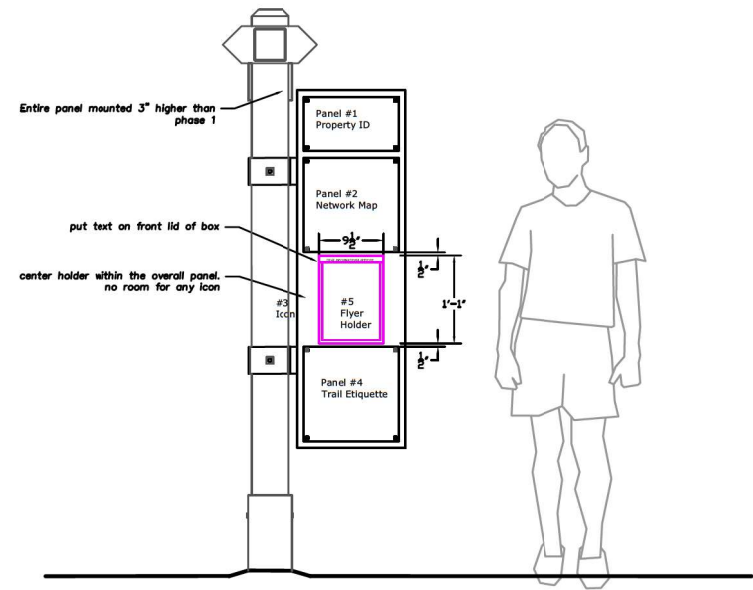
Panel Enlargement

Flyer posting area subject to change. See next page.

Draft flyer posting solutions. Under evaluation with Open Space staff.



CHANGES FROM PHASE ONE SHOWN IN PURPLE



PHASE TWO OPTION A

PHASE TWO OPTION B

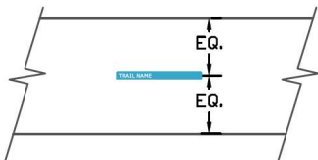


Sample Holder (black, but no take one sticker)

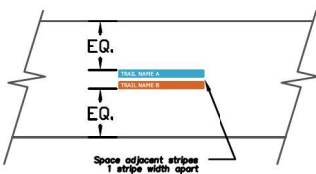
Wayfinding Pole & Signage Details

Note: Other configurations may be required depending on phase and location. If site conditions are not shown below, field verify layout with project manager prior to application.

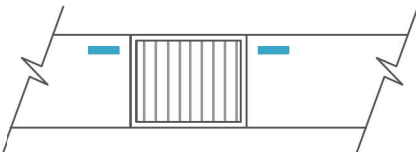
Typical Placement— Single Stripe



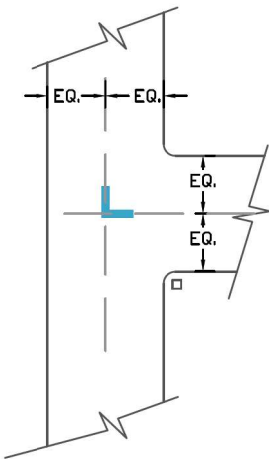
Typical Placement— Dual Stripe



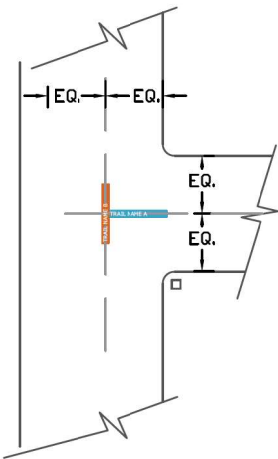
Bridge



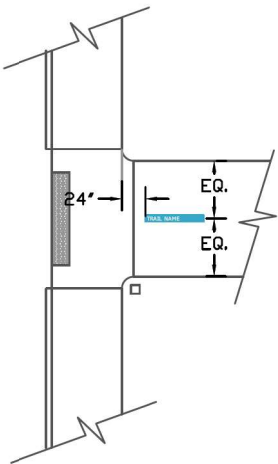
Trail Turn



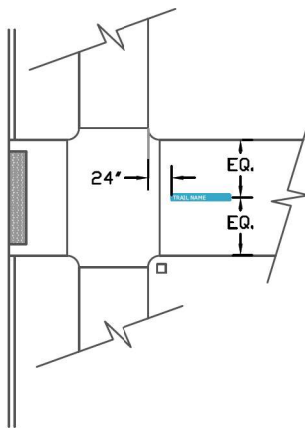
Trail Intersection



Crosswalk with Attached Sidewalk



Crosswalk with Detached Sidewalk



Striping Scenarios

Color, Typography & Artwork

Sign Color Palette

Fabricator is responsible for supplying samples for all colors in the palette.



01 Lake to Lake Trail
PMS 126-6 C
Satin Finish



05 Powerline Trail
PMS 45-16 C
Satin Finish



09 Reflective White
ORALITE 5800 White



02 Farmer's Trail
PMS 22-7 C
Satin Finish



06 Old Town Link
PMS 140-8 C
Satin Finish



10 Natural Aluminum
Satin Finish



03 Goodhue Ditch Trail
PMS 96-16 C
Satin Finish



07 Coal Creek Trail
PMS 109-16 C
Satin Finish



11 Anti-Graffiti Clear Coat
Anti-Graffiti Clear Coat
(On All Sign Faces/Surfaces)



04 Mining Trail
PMS 84-7 C
Satin Finish



08 Open Space Logo & Panel
PMS 5757C
Satin Finish



12 Parks Logo & Panel
PMS 1675C
Satin Finish



13 Recreation Center Logo & Panel
PMS 300C
Satin Finish

Sign Material Palette

Fabricator is responsible for supplying samples for all materials in the palette.



14 Square Cedar Posts



15 Steel Post Base (1/4" Thick)
Powdercoat RAL9005 Jet Black Matte



16 Corten Steel Powdercoat (powdercoated in corten steel color - Cardinal Paint 'Rust Texture' T091-BR47)



17 1" Grid Welded Woven Wire Mesh (powdercoated in corten steel color - Cardinal Paint 'Rust Texture' T091-BR47)

Typography

Fabricator is responsible for acquiring all listed fonts.

Goudy Old Style - Regular and Bold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0

Arial - Book and Bold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0

NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Sign Elements - Trail Branding Icons

Artwork - Medallions

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer. The Designer will provide all original vector art and photography to the Fabricator via FTP, Dropbox, or other electronic means.



NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Trail System Map Graphics

Sample Artwork - Major Directional Sign Map

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer. The Designer will provide all original vector art and photography to the Fabricator via FTP, Dropbox, or other electronic means.



NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Trail System Map Graphics

Sample Artwork - Linear Trail Maps

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer. The Designer will provide all original vector art and photography to the Fabricator via FTP, Dropbox, or other electronic means.



Lake to Lake Trail

Goodhue Ditch Trail

Coal Creek Trail

NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Sign Elements - Trail Informational Icons & Etiquette Information

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer.

Map Symbols / Destinations / Regulatory & Etiquette

	Amphitheater		Wheelchair Accessible		Campfire (NO)		Dog Park/Dog Off-Leash Area
	Bicycle Trail		Swimming Pool		Camping (NO)		Hiking
	Bus/Shuttle Stop		Park & Ride		Fishing (NO)		Fishing
	Drinking Water		Wildlife Sanctuary		4-Wheel Road (NO)		Underpass/Pedestrian Crossing
	First Aid		Wildlife Viewing		Motor Vehicles (NO)		Bus Stop
	Food Service/Dining		Arboretum		ATV Road (NO)		Bicycle Repair Station
	Horseback Riding		Playground		Golfing (NO)		You Are Here
	Hospital		Pass on Left		Motorbike Trail (NO)		Roundabout
	Ice Skating		Grocery Store		Swimming (NO)		15 MPH Speed Limit
	Information		Shopping		Woodcutting/Gathering (NO)		Sharp Turn Ahead
	Trash Receptacle		School		Amplified Sound (NO)		Steep Grade
	Parking		Library		Littering (NO)		RTD Station

NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Sign Elements - Trail Informational Icons & Etiquette Information

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer.

Map Symbols / Destinations / Regulatory & Etiquette

	Picnic Area		Announce When Passing		Alcohol (NO)		Don't Ride 2 Abreast
	Recycling		Fire Station		Breakable Containers (NO)		Soft-Surface Trail
	Restrooms		Post Office		Hunting (NO)		Leave No Trace™
	Self-Guiding Trail		Police Station		Vandalism (NO)		Golfing
	Shelter		Recreation Center		Ice Fishing (NO)		Clean Up Pet Waste
	Sledding		Museum		Disturb Wildlife (NO)		Rattlesnakes in Area
	Telephone		Tennis Court		Dogs Allowed (NO)		Bikers Stay on Trail
	Trailhead		Bocce Court		Guns or Weapons (NO)		Boating Area
	Park Open Sunrise to Sunset		Geocaching		Displays or Advertisements (NO)		
	Remove One Earbud		Stay on trail		Grilling or Operation of Stoves (NO)		
			Yield to Pedestrians		Horseback Riding (NO)		

NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado

Trail Map Symbols

All artwork shown in the document is for placement only – it is the responsibility of the Fabricator to obtain original vector art from the Designer.

Map Symbols / Destinations / Map Icons



NOTE: All file, designs and fabrications regarding this project Property of the City of Louisville, Colorado



Sign Locations
Lake-to-Lake Trail
Rev: 8/18/2025
Sheet #1



Davidson Mesa Open
Space

Lake to Lake Trail
To Sheet #2

#01

#02
(omitted)

#03

Lake to Lake Trail

Highway 36

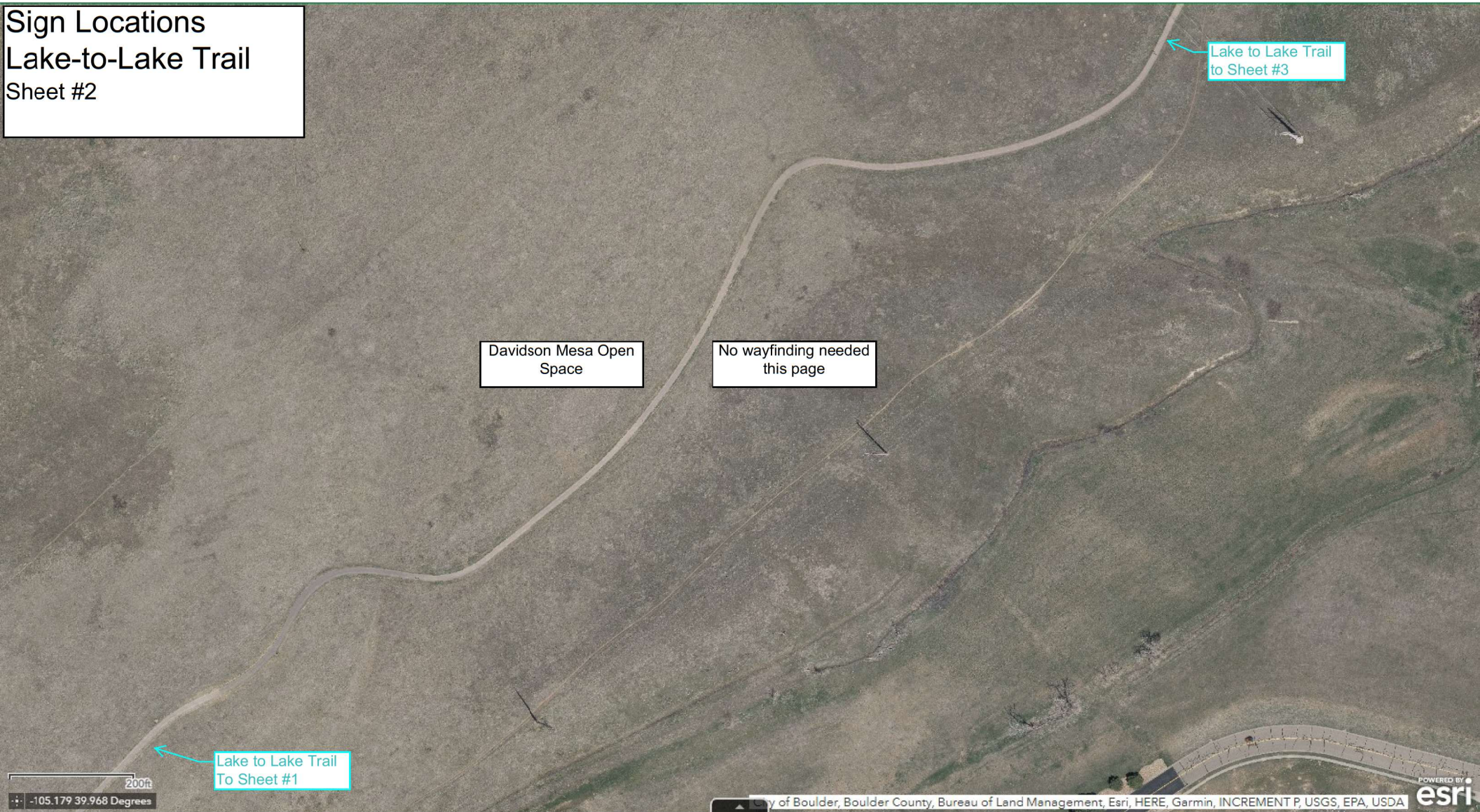
200ft

-105.187 39.967 Degrees

City of Boulder, Boulder County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

POWERED BY
esri

Sign Locations
Lake-to-Lake Trail
Sheet #2



Sign Locations
Lake-to-Lake Trail
Sheet #3

Davidson Mesa Open
Space

Lake to Lake Trail
to Sheet #4

1315 W Century Drive

#5

#4

Lake to Lake Trail
to Sheet #2

200ft

-105.176 39.971 Degrees

City of Boulder, Boulder County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

POWERED BY
esri

Sign Locations
Lake-to-Lake Trail
Sheet #4

Lake to Lake Trail
to Sheet #5

No wayfinding needed
this page

Lake to Lake Trail
to Sheet #3

200ft

-105.173 39.974 Degrees

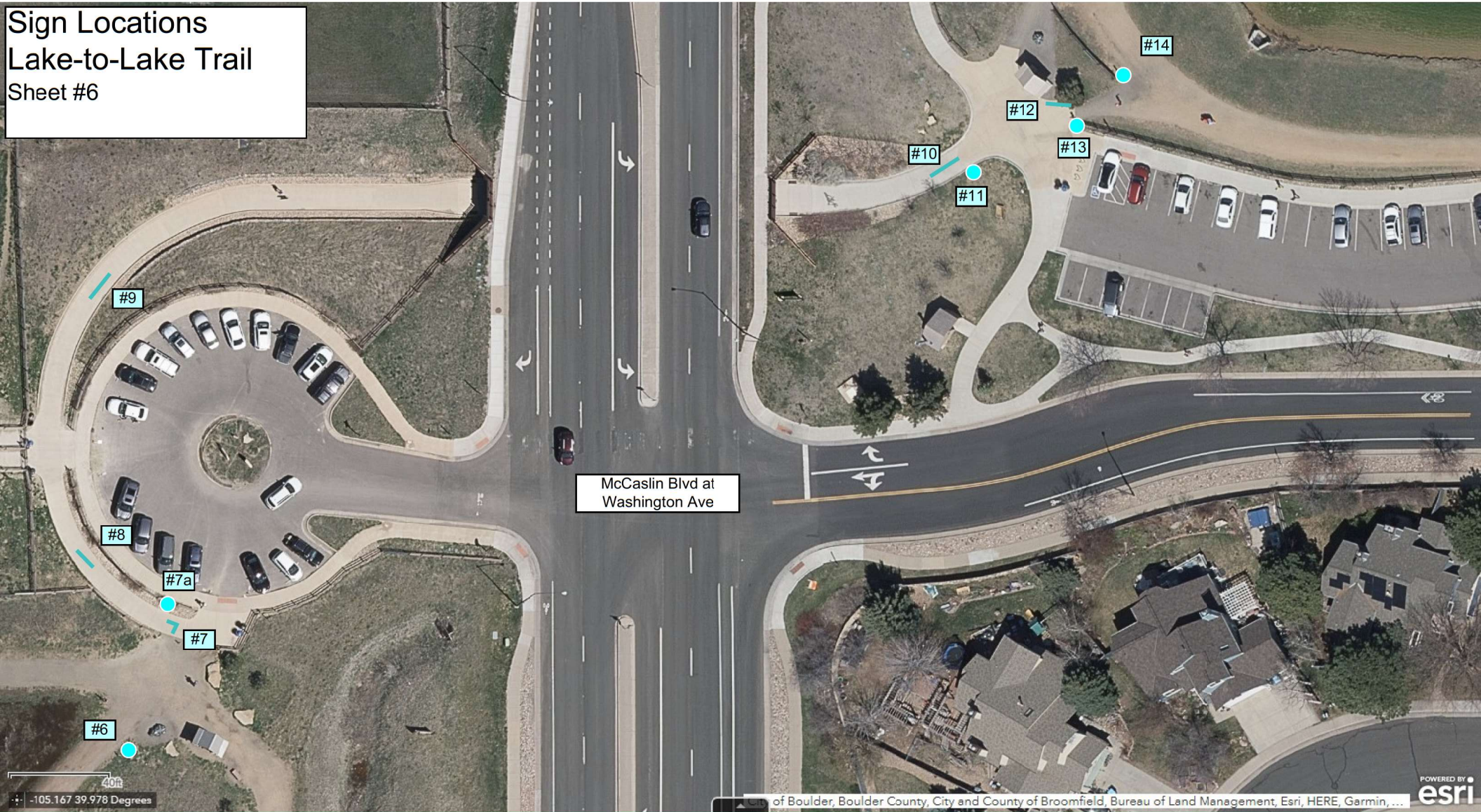
City of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...

POWERED BY
esri

Sign Locations
Lake-to-Lake Trail
Sheet #5



Sign Locations
Lake-to-Lake Trail
Sheet #6



Sign Locations Lake-to-Lake Trail Sheet #7



Sign Locations
Lake-to-Lake Trail
Sheet #8



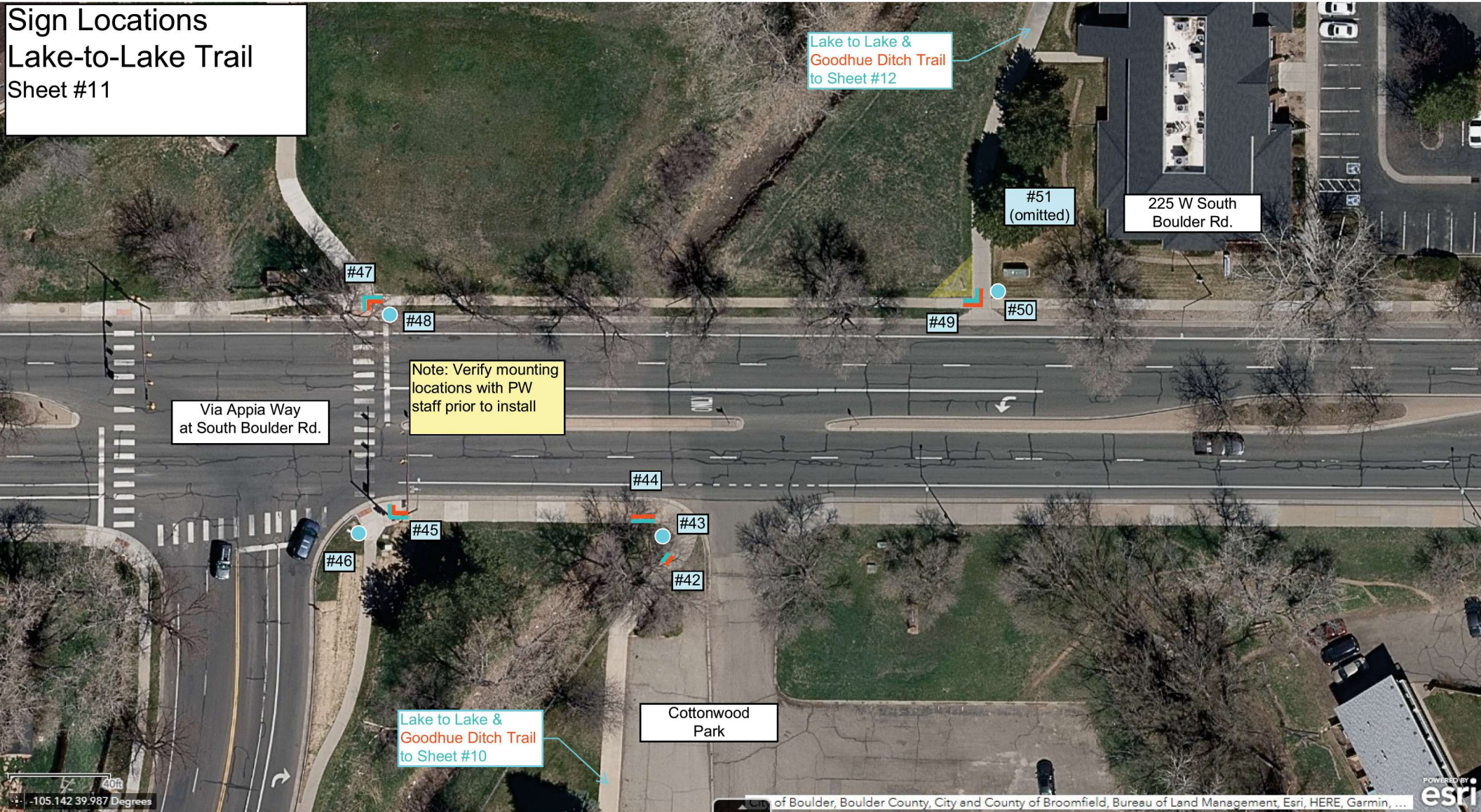
Sign Locations Lake-to-Lake Trail Sheet #9



Sign Locations Lake-to-Lake Trail Sheet #10



Sign Locations Lake-to-Lake Trail Sheet #11



Lake to Lake & Goodhue Ditch Trail to Sheet #12

#51 (omitted)

225 W South Boulder Rd.

Note: Verify mounting locations with PW staff prior to install

Via Appia Way at South Boulder Rd.

Cottonwood Park

Lake to Lake & Goodhue Ditch Trail to Sheet #10

0 20 40ft
-105.142 39.987 Degrees

City of Boulder, Boulder County, City and County of Broomfield, Bureau of Land Management, Esri, HERE, Garmin, ...

POWERED BY
esri

Sign Locations
Lake-to-Lake Trail
Sheet #12



Sign Locations Lake-to-Lake Trail Sheet #13



Sign Locations
Lake-to-Lake Trail
Sheet #14



Sign Locations
Lake-to-Lake Trail
Sheet #15



Lake to Lake to
Sheet #13

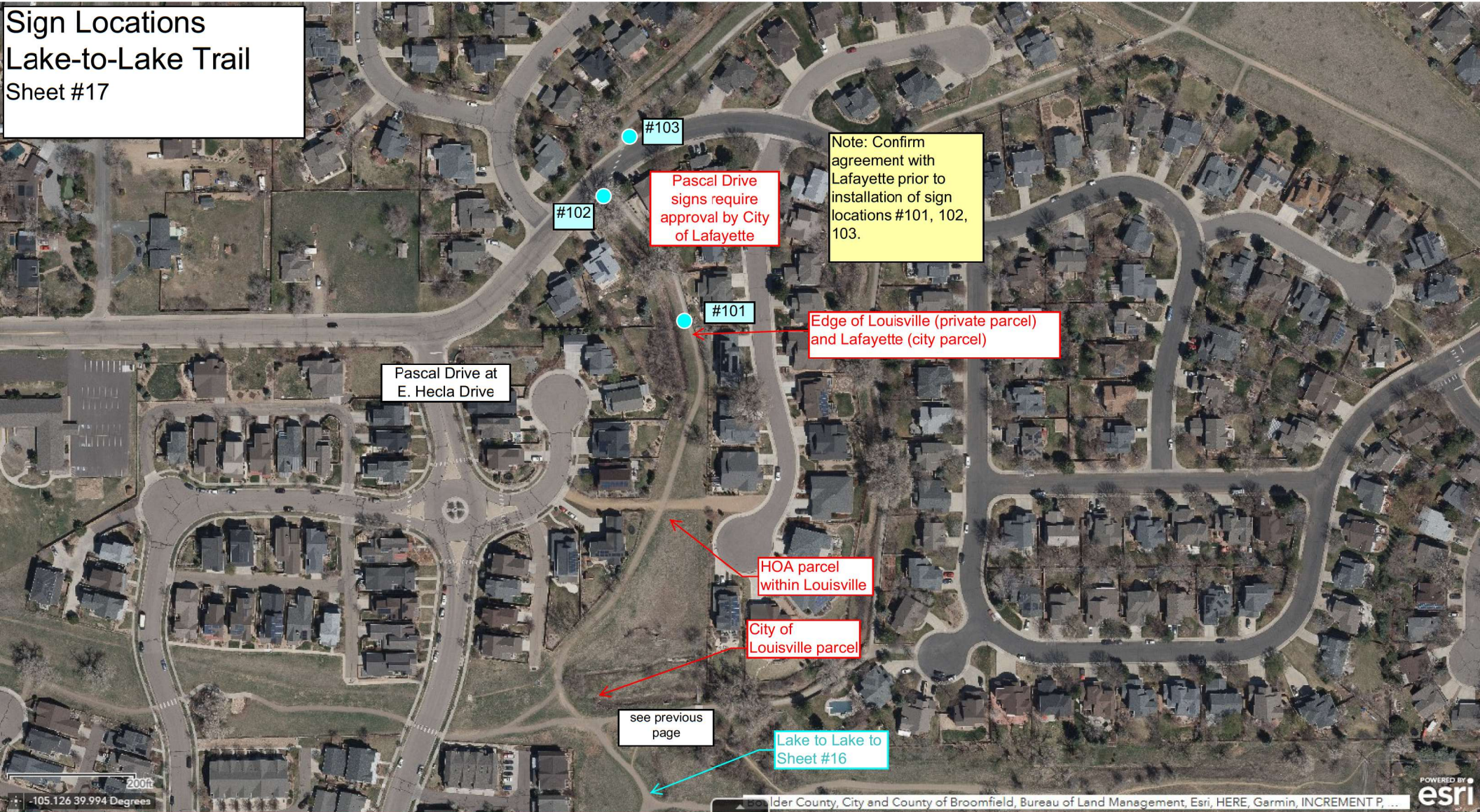
Lake to Lake to
Sheet #16

HWY 42
Courtesy Rd
north of Hecla
Drive

Sign Locations
Lake-to-Lake Trail
Sheet #16



Sign Locations
Lake-to-Lake Trail
Sheet #17



Signage Inventory by Location - Lake to Lake Trail

Sign ID #	Map Page #	Post / Stripe Type	6" Cedar @ 7' H w/ 48" Metal Base Sleeve	6" Cedar @ 4' H w/ 36" Metal Base Sleeve	Trail Icon Arrow (2way) L2L	Trail Icon Arrow (2way) GHD	Trail Icon Arrow (UP) L2L	Trail Icon Arrow (UP) GHD	Trail Icon Arrow (UP) BOTH	6" Trail Icon Arrow (LEFT) L2L	6" Trail Icon Arrow (LEFT) GHD	6" Trail Icon Arrow (LEFT) BOTH	6" Trail Icon Arrow (RIGHT) L2L	6" Trail Icon Arrow (RIGHT) GHD	6" Trail Icon Arrow (RIGHT) BOTH	Linear Map (custom art for each)	Double Sided Side Panel (custom art for each)	Reg Button No Dogs	Reg Button speed limit 15	Property Icon (Davidson Mesa OS)	Property Icon (Coyote Run OS)	Property Icon (Lake Park OS)	Property Icon (Cottonwood Park)	Property Icon (Centennial Park)	Property Icon (city of Louisville)	Property Icon (city of Lafayette)	Pavement Stripe 60" (teal with white label)	Pavement Stripe 60" (orange with white label)	Pavement Stripe 30" (teal solid)	Pavement Stripe 30" (orange solid)	Pavement Stripe 60" (teal corner)	Pavement Stripe 60" (orange corner)	Pavement Stripe 30" (powerline red)	Notes		
1	1	4' Linear Map Pole		1						1			1			1				1															left arrow on west face, right arrow on east face, linear map and prop icon on south face	
2	1	INTENTIONALLY OMITTED																																		60" teal stripe with white label "Lake to Lake Trail"
3	1	7' Panel Pole	1							1			1				1																			remove existing pole. left arrow on north face, right arrow on south face. Sides 1 & 2 'division mesa open space'
4	3	4' Directional Pole		1	1		2																													up arrow on SW and NE faces. Two way arrow on NW face
5	3	7' Panel Pole	1		2		2										1																			up arrow on SW and NE faces. Two way arrow on NW face
6	6	7' Panel Pole	1				1			2			1				1																			left & up arrow on west face, left arrow on north face, right arrow on east face
7	6	Pavement Stripe - Solid Corner																														1				Teal corner stripe, 30" long each side. No label.
7a	6	Existing wood fence rail			1																															add blue two-way arrow to the top rail of the 2nd section of ex wood fence
8	6	Pavement Stripe with Label																									1									60" teal stripe with white label "Lake to Lake Trail"
9	6	Pavement Stripe with Label																									1									60" teal stripe with white label "Lake to Lake Trail"
10	6	Pavement Stripe with Label																									1									60" teal stripe with white label "Lake to Lake Trail"
11	6	4' Directional Pole		1			2																													remove existing 4x4. one up arrow each side of existing wooden post for yield sign
12	6	Pavement Stripe with Label																									1									60" teal stripe with white label "Lake to Lake Trails". Place on edge of pavement below evergreen tree
13	6	Existing wood fence post					1											1																		one up arrow on west side of last existing fence post
14	6	4' Directional Pole		1						1			1			1		1																		removed existing 4x4. one left arrow on east side, one right arrow on west side, linear map on east side
15	7	7' Linear Map Pole	1				1			2			1			1		2																		right arrow on south side, left and up arrow on north side, left arrow on east side. linear map on west side
16	7	7' Panel Pole	1				2										1																			replace existing sign. needs custom regulatory sign no dogs! What should it be called? Leon or Harper?
17	7	Pavement Stripe - Solid																											2							one 30" stripe on either side of crosswalk. Confirm layout
18	7	7' Panel Pole	1				2										1																			replace existing sign. 7' panel pole. up arrows on west and east faces. East side Harper Lake, west side Coyote Run

[illegible]

[illegible]

[illegible]

	For us in various places	11											20																				
		6" Cedar @ 7' H w/ 36" Metal Base	6" Cedar @ 4' H w/ 36" Metal Base	Trail Icon Arrow (2way) L2L	Trail Icon Arrow (2way) GHD	Trail Icon Arrow (UP) L2L	Trail Icon Arrow (UP) GHD	Trail Icon Arrow (UP) BOTh	6" Trail Icon Arrow (LEFT) L2L	6" Trail Icon Arrow (LEFT) GHD	6" Trail Icon Arrow (LEFT) BOTh	6" Trail Icon Arrow (RIGHT) BOTh	6" Trail Icon Arrow (RIGHT) GHD	6" Trail Icon Arrow (RIGHT) BOTh	Linear Map (custom art for each)	Double Sided Side Panel (custom art for each)	Reg Button No Dogs	Reg Button speed limit 15	Property Icon (Davidson Mesa OS)	Property Icon (Coyote Run OS)	Property Icon (Lake Park OS)	Property Icon (Cottonwood Park)	Property Icon (Centennial Park)		Property Icon (city of Louisville)	Property Icon (city of Lafayette)	Pavement Stripe 60" (teal with white label)	Pavement Stripe 60" (orange with white label)	Pavement Stripe 30" (teal solid)	Pavement Stripe 30" (orange solid)	Pavement Stripe 60" (orange corner)	Pavement Stripe 60" (orange corner)	Pavement Stripe 30" (powerline red)
	Sub-Total:	13	15	24	9	32	3	2	24	3	3	24	3	4	6	11	15	20	1	2	2	3	1	1	1	29	8	21	8	10	3	2	

NOTICE OF AWARD

September _____, 2025

Gunter Hammock
E3 Signs

Mr. Hammock,

Please be advised that on _____ the City of Louisville, Colorado City Council awarded the **2025 Phase Two Trail Wayfinding Signage** project to your company in the amount of _____ per your bid submitted _____.

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

ACCEPTED BY:

By: _____
Bryon Weber

By: _____
Gunter Hammock

Title: Project Manager – PROS

Title: Project Manager – E3 Signs

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 Oblige, 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 _____, 2025, 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.

Performance Bond (Continued)

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)

By: _____
(President)

(Surety Company)

Address: _____

(Attest)

By: _____
(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 _____, 2023, 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.

Labor and Material Payment Bond (Continued)

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)

(Surety Seal)

Address:

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 TO PROCEED

DATE: _____

TO: _____

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 _____, **2025**.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Bryon Weber

Title: Project Manager – Parks, Recreation & Open Space

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____



CHANGE ORDER

CHANGE ORDER # _____

DATED: _____

AGREEMENT DATE: _____

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. <u>0</u> to <u>0</u>	\$
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:
<u>PROJECT MANAGER</u>	<u>CITY OF LOUISVILLE, COLORADO</u>	<u>CONTRACTOR</u>
	<u>OWNER</u>	

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

FIELD ORDER

No. _____

TO: _____

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

BY: _____

TITLE: _____

DATE: _____

ACCEPTED BY CONTRACTOR

BY: _____

TITLE: _____

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

DIRECTIVE No. _____

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: _____

CONTRACTOR'S PROPOSAL REQUEST
(Not a Change Order)

DATE SUBMITTED: _____

No. _____

TO: _____

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: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: _____

TITLE: _____

DATE: _____

CONTRACTOR'S OVERTIME REQUEST

DATE SUBMITTED: _____

TO: _____

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: _____

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, ENGINEERs 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 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: _____

DATE: _____

TITLE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date:

To: E3 Signs

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:

01/01/01

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached/enclosed 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 **ten (10)** days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following items are to be made a part of this Certificate of Substantial Completion:

- 1) ITEM ONE
 - 2) ITEM TWO
-

(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.)

(CONTINUED NEXT PAGE)

CERTIFICATE OF SUBSTANTIAL COMPLETION (CONTINUED)

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: Project Manager - PROS _____

TITLE: _____

DATE: _____

DATE: _____

FINAL CLAIM RELEASE & ACCEPTANCE

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: PHASE TWO TRAIL WAYFINDING SIGNAGE

Description of Property: LAKE TO LAKE TRAIL, 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.

E3 SIGNS

By: _____

OWNER

Date: _____

CLAIM RELEASE – SUBCONTRACTOR/SUPPLIER

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: PROJECT NAME

Description of Property: PROJECT LOCATION, 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

By: _____
President

Date: _____

PRIME CONTRACTOR

By: _____
President

Date: _____

FINAL INSPECTION REPORT

DATE:

TO: E3 SIGNS

The OWNER 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 OWNER **does**/does not (circle) hereby finally accept the portion of work performed on Via Appia Way and McCaslin Boulevard, and hereby certifies that the Contractor is eligible to receive final payment for this portion of the Work.

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: Project Manager - PROS _____

TITLE: _____

DATE: _____

DATE: _____

CERTIFICATE OF FINAL COMPLETION

DATE:

TO:

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

DATE:

TO:

The City of Louisville's authorized representative performed the guarantee period inspection on _____, 20 ____, which guarantee was originally due to expire on _____, 20__.

The OWNER 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:

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____